AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

Special Item Number 132-8  Purchase of Equipment
Special Item Number 132-12  Maintenance of Hardware
Special Item Number 132-33  Perpetual Software Licenses
Special Item Number 132-34  Maintenance of Software
Special Item Number 132-40  Cloud Computing Services
Special Item Number 132-44  Continuous Diagnostics and Mitigation Tools
Special Item Number 132-51  Information Technology Professional Services

Contract No. GS-35F-0179X
Contract effective dates: January 18, 2011
through January 17, 2021
Revision Date: March 26, 2018
Pricelist Current through Modification: 068

Govplace, Inc.
11111 Sunset Hills Road, Suite 200
Reston, VA 20190
Phone: 571-409-1978
www.govplace.com

General Services Administration
Federal Supply Service

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! By accessing the Federal Supply Service’s Home Page via the Internet at
Table of Contents

Customer Information .................................................................................................................4
  1a. Awarded SINs with appropriate cross-reference to item descriptions and awarded price(s) ..................4
  1b. Lowest priced model number and lowest unit price for that model for each SIN ..............................4
  1c. Hourly Rates ......................................................................................................................4
  2. Maximum Order ..................................................................................................................4
  3. Minimum Order ..................................................................................................................4
  4. Geographic Coverage (delivery area) .....................................................................................4
  5. Point(s) of Production ..........................................................................................................4
  6. Discount from list prices or statement of net price ......................................................................5
  7. Quantity discounts ..............................................................................................................5
  8. Prompt payment terms .........................................................................................................5
  9. Government Purchase Cards ................................................................................................5
 10. Foreign items .....................................................................................................................5
 11a. Time of delivery ................................................................................................................5
 11b. Expedited Delivery ............................................................................................................5
 11c. Overnight and 2-day delivery .............................................................................................5
 11d. Urgent Requirements ........................................................................................................5
 12. F.O.B. Point(s) ...................................................................................................................6
 13a. Ordering Address ................................................................................................................6
 13b. Ordering Procedures .........................................................................................................6
 14. Payment Address ................................................................................................................6
 15. Warranty Provision .............................................................................................................6
 16. Export Packing Charges .....................................................................................................6
 17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level) ........................................................................................................6
 18. Terms and conditions of rental, maintenance, and repair (if applicable) .................................6
 19. Terms and conditions of installation (if applicable) ..................................................................6
 20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable) ...........................................................................................................7
 20a. Terms and conditions for any other services (if applicable) ....................................................7
 21. List of service and distribution points (if applicable) ................................................................7
 22. List of Participating Dealers ................................................................................................7
 23. Preventive maintenance (if applicable) ..................................................................................7
 24. Environmental Attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants) ........................................................................................................7
 24b. Section 508 Compliance ......................................................................................................7
 25. DUNS Number .....................................................................................................................7
 26. SAM (formerly CCR) ..........................................................................................................7

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM NUMBER 132-8) ........................................................................8

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12) .......................................................................................................................... 10

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE ....................................................................... 16

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF CLOUD COMPUTING SERVICES (SPECIAL ITEM NUMBER 132 40) ............................................................................................................................... 20
TERMS AND CONDITIONS APPLICABLE TO CONTINUOUS DIAGNOSTICS AND MITIGATION (CDM) TOOLS SIN 132-44 ................................................................................................................................. 32
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)........................................................................................................ 42
End User License Agreement Terms and Conditions ................................................................................................................................. 70
   Dell Enterprise License Agreement .............................................................................................................................................................. 76
   CSRA ARC-P Terms and Conditions ..................................................................................................................................................... 84
Customer Information

1a. Awarded SINs with appropriate cross-reference to item descriptions and awarded price(s)

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-8</td>
<td>Purchase of Equipment</td>
<td>See GSAAdvantage!</td>
</tr>
<tr>
<td>132-12</td>
<td>Maintenance of Hardware</td>
<td>See GSAAdvantage!</td>
</tr>
<tr>
<td>132-33</td>
<td>Perpetual Software Licenses</td>
<td>See GSAAdvantage!</td>
</tr>
<tr>
<td>132-34</td>
<td>Maintenance of Software</td>
<td>See GSAAdvantage!</td>
</tr>
<tr>
<td>132-40</td>
<td>Cloud Computing Services</td>
<td>See GSAAdvantage!</td>
</tr>
<tr>
<td>132-44</td>
<td>Continuous Diagnostics and Mitigation (CDM) Tools</td>
<td>See GSAAdvantage!</td>
</tr>
<tr>
<td>132-51</td>
<td>Information Technology Professional Services</td>
<td>See GSAAdvantage!</td>
</tr>
</tbody>
</table>

1b. Lowest priced model number and lowest unit price for that model for each SIN

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-8</td>
<td>Purchase of Equipment</td>
<td>See GSAAdvantage!</td>
</tr>
<tr>
<td>132-12</td>
<td>Maintenance of Hardware</td>
<td>See GSAAdvantage!</td>
</tr>
<tr>
<td>132-33</td>
<td>Perpetual Software Licenses</td>
<td>See GSAAdvantage!</td>
</tr>
<tr>
<td>132-34</td>
<td>Maintenance of Software</td>
<td>See GSAAdvantage!</td>
</tr>
<tr>
<td>132-40</td>
<td>Cloud Computing Services</td>
<td>See GSAAdvantage!</td>
</tr>
<tr>
<td>132-44</td>
<td>Continuous Diagnostics and Mitigation (CDM) Tools</td>
<td>See GSAAdvantage!</td>
</tr>
<tr>
<td>132-51</td>
<td>Information Technology Professional Services</td>
<td>See GSAAdvantage!</td>
</tr>
</tbody>
</table>

1c. Hourly Rates
See Terms and Conditions SIN 132-51, Section 16.

2. Maximum Order
Special Item Number 132-8 - $500,000
Special Item Number 132-12 - $500,000
Special Item Number 132-33 - $500,000
Special Item Number 132-34 - $500,000
Special Item Number 132-40 - $500,000
Special Item Number 132-44 - $500,000
Special Item Number 132-51 - $500,000

3. Minimum Order
$250.00

4. Geographic Coverage (delivery area)
Domestic and overseas delivery

5. Point(s) of Production
All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.
6. Discount from list prices or statement of net price
4% to 9% from list price

7. Quantity discounts
None.

8. Prompt payment terms
0% in Net 30 Days.

9. Government Purchase Cards
Government Purchase Cards will be accepted for payment less than, equal to, and above the micro-purchase threshold. However, no additional discounts will apply.

10. Foreign items
None.

11a. Time of delivery

<table>
<thead>
<tr>
<th>SIN</th>
<th>Delivery Time (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-8</td>
<td>CONUS: 30 Days or as agreed between Ordering Office and Govplace</td>
</tr>
<tr>
<td></td>
<td>OCONUS: 90 Days or as agreed between Ordering Office and Govplace</td>
</tr>
<tr>
<td>132-12</td>
<td>CONUS: 30 Days or as agreed between Ordering Office and Govplace</td>
</tr>
<tr>
<td></td>
<td>OCONUS: 90 Days or as agreed between Ordering Office and Govplace</td>
</tr>
<tr>
<td>132-33</td>
<td>CONUS: 30 Days or as agreed between Ordering Office and Govplace</td>
</tr>
<tr>
<td></td>
<td>OCONUS: 90 Days or as agreed between Ordering Office and Govplace</td>
</tr>
<tr>
<td>132-34</td>
<td>CONUS: 30 Days or as agreed between Ordering Office and Govplace</td>
</tr>
<tr>
<td></td>
<td>OCONUS: 90 Days or as agreed between Ordering Office and Govplace</td>
</tr>
<tr>
<td>132-40</td>
<td>CONUS: 30 Days or as agreed between Ordering Office and Govplace</td>
</tr>
<tr>
<td></td>
<td>OCONUS: 90 Days or as agreed between Ordering Office and Govplace</td>
</tr>
<tr>
<td>132-44</td>
<td>CONUS: 30 Days or as agreed between Ordering Office and Govplace</td>
</tr>
<tr>
<td></td>
<td>OCONUS: 90 Days or as agreed between Ordering Office and Govplace</td>
</tr>
<tr>
<td>132-51</td>
<td>CONUS: 30 Days or as agreed between Ordering Office and Govplace</td>
</tr>
<tr>
<td></td>
<td>OCONUS: 90 Days or as agreed between Ordering Office and Govplace</td>
</tr>
</tbody>
</table>

11b. Expedited Delivery
Expeditied Delivery is offered at the Government’s expense, on an open market basis only.
Items available for expedited delivery are noted in this price list. Customers may contact Govplace for the costs of expedited delivery prior to purchase.

11c. Overnight and 2-day delivery
Overnight and 2-day delivery are offered at Government’s expense, on an open market basis only.
Customers may contact Govplace for availability of items for overnight and 2-day delivery as manufacturers set those parameters. Customers may also contact Govplace for rates for overnight and 2-day delivery.

11d. Urgent Requirements
When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, order activities are encouraged, if time permits, to contact
Govplace for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. Telephonic replies shall be confirmed by the Contractor in writing. If Govplace offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B. Point(s)
FOB Destination

13a. Ordering Address
Govplace, Inc.
11111 Sunset Hills Road, Suite 200
Reston, VA 20190

13b. Ordering Procedures
For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address
Govplace, Inc.
ATTN: Accounts Receivable
11111 Sunset Hills Road, Suite 200
Reston, VA 20190

15. Warranty Provision
OEM warranties are passed through to Customers. All services are guaranteed to be completed in a professional and technically acceptable manner in accordance with the contract.

16. Export Packing Charges
Govplace is an experienced Exporter. All export services, including export packaging are available at additional charges to the Government. Export services are provided on an open market basis only.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level)
Government Purchase Cards will be accepted for payment less than, equal to, and above the micro-purchase threshold. However, no additional discounts will apply.

18. Terms and conditions of rental, maintenance, and repair (if applicable)
Govplace offers manufacturer sku’d maintenance and repair services.

19. Terms and conditions of installation (if applicable)
Where Govplace is not performing installation services through SIN 132-51, the terms and conditions of the manufacturer’s sku’d installation services are passed through to the Government.
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
   Not applicable.

20a. Terms and conditions for any other services (if applicable).
   To be determined by the requirements of the Government at the time of the request.

21. List of service and distribution points (if applicable)
   Not applicable.

22. List of Participating Dealers
   Not applicable.

23. Preventive maintenance (if applicable)
   Not applicable.

24. Environmental Attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants)
   Determined by OEM product.

24b. Section 508 Compliance
   Determined by OEM product.

25. DUNS Number
   95-7050883

26. SAM (formerly CCR)
   Govplace, Inc. is currently registered within the System for Award Management (SAM) database.
1. Material and Workmanship

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

2. Order

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

For credit card orders and BPAs, telephone orders are permissible.

3. Transportation of Equipment

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

4. Installation and Technical Services

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

   Not Applicable

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

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

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

6. Warranty

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

Govplace will exchange all defective products during Govplace’s 30-day guarantee. The guarantee will commence upon delivery of the products at the destination. After that time the manufacturer’s warranty will apply. The warranty is limited to receipt of the correct quantity of goods ordered, protection from damage in transit, and the products operate in accordance with the manufacturer’s product description. The Govplace warranty specifically excludes any implied warranty of merchantability or fitness for a particular purpose.

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

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

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

1111 Sunset Hills Road, Suite 200, Reston, VA 20190

7. Purchase Price for Ordered Equipment

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

8. Responsibilities of the Contractor

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

9. Trade-in of Information Technology Equipment

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).
TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)

Govplace is a reseller of Manufacturer-provided maintenance, repair services and repair parts/spare parts.

1. Service Areas

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a ___N/A___ (**insert miles**) mile radius of the Contractor’s service points. If any additional charge is to apply because of the greater distance from the Contractor’s service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

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

2. Maintenance Order

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

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

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

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

e. Cross-year Funding Within Contract Period. Where an ordering activity’s specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
3. Repair Service and Repair Parts/Spare Parts Orders

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

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

4. Loss or Damage

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

5. Scope

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

   (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

   (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

   (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. Responsibilities of the Ordering Activity

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

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

7. Responsibilities of the Contractor

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

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

8. Maintenance Rate Provisions – N/A

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

b. REGULAR HOURS - N/A

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

c. AFTER HOURS - N/A

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION - N/A

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor’s service area, the charge will be negotiated at the Task Order level.

e. QUANTITY DISCOUNTS - N/A

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

<table>
<thead>
<tr>
<th>Quantity Range</th>
<th>Discounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______ Units</td>
<td>_______%</td>
</tr>
<tr>
<td>_______ Units</td>
<td>_______%</td>
</tr>
<tr>
<td>_______ Units</td>
<td>_______%</td>
</tr>
</tbody>
</table>

9. Repair Service Rate Provisions – N/A

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed
herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES- N/A

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>MINIMUM CHARGE*</th>
<th>REGULAR HOURS PER HOUR**</th>
<th>AFTER HOURS PER HOUR**</th>
<th>SUNDAYS AND HOLIDAYS PER HOUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR'S SHOP</td>
<td>_______</td>
<td>_______</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)</td>
<td>_______</td>
<td>_______</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)</td>
<td>_______</td>
<td>_______</td>
<td>_______</td>
<td>_______</td>
</tr>
</tbody>
</table>

*MINIMUM CHARGES INCLUDE ___ FULL HOURS ON THE JOB.

**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

10. Repair Parts/Spare Parts Rate Provisions

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated July 8, 2015 of 9% from such listed prices.

11. Guarantee/Warranty – Repair Service and Repair Parts/Spare Parts

a. REPAIR SERVICE - N/A

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 30 days.

Govplace will exchange all defective products during Govplace’s 30-day guarantee. The guarantee will commence upon delivery of the products at the destination. After that time, the manufacturer’s warranty will apply. The warranty is limited to receipt of the correct quantity of goods ordered, protection from damage in transit, and the products operate in accordance with the manufacturer’s product description. The Govplace warranty specifically excludes any implied warranty of merchantability or fitness for a particular purpose.

12. Invoices and Payments – N/A

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

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

b. Repair Service and Repair Parts/Spare Parts

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

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

Govplace will exchange all defective products during Govplace’s 30-day guarantee. The guarantee will commence upon delivery of the products at the destination. After that time, the manufacturer’s warranty will apply. The warranty is limited to receipt of the correct quantity of goods ordered, protection from damage in transit, and the products operate in accordance with the manufacturer’s product description. The Govplace warranty specifically excludes any implied warranty of merchantability or fitness for a particular purpose.

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

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

4. Technical Services

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 888-308-8802 for the purpose of coordinating user assistance and guidance in the implementation of the software with the software manufacturer. The technical support number is available from 8am to 5pm EST.

5. Software Maintenance

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

_____ X _____ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)
Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

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

X  2.   Software Maintenance as a Service (SIN 132-34)

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

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

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

6. Periods of Term Licenses (SIN 132 32) and Maintenance (SIN 132 34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance 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 and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.
7. Conversion from Term License to Perpetual License

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

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

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

8. Term License Cessation

a. After a software product has been on a continuous term license for a period of N/A * months, a fully paid up, nonexclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132 34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.


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

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

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

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

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity’s permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

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

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

10. Software Conversions (SIN 132 32 and SIN 132 33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132 33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132 32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. Descriptions and Equipment Compatibility

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

12. Right to Copy Pricing – N/A

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

The prices, terms and conditions stated under Special Item Number (SIN) 132-40 Cloud Computing Services apply exclusively to Cloud Computing Services within the scope of this Information Technology Schedule.

This SIN provides ordering activities with access to technical services that run in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Services relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs.

The scope of this SIN is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other IT Schedule 70 SINs (e.g. 132-51).

Sub-categories in scope for this SIN are the three NIST Service Models: Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). Offerors may optionally select a single sub-category that best fits a proposed cloud service offering. Only one sub-category may be selected per each proposed cloud service offering. Offerors may elect to submit multiple cloud service offerings, each with its own single sub-category. The selection of one of three sub-categories does not prevent Offerors from competing for orders under the other two sub-categories.

See service model guidance for advice on sub-category selection.

Sub-category selection within this SIN is optional for any individual cloud service offering, and new cloud computing technologies that do not align with the aforementioned three sub-categories may be included without a sub-category selection so long as they comply with the essential characteristics of cloud computing as outlined by NIST.

See Table 1 for a representation of the scope and sub-categories.

<table>
<thead>
<tr>
<th>SIN Description</th>
<th>Sub-Categories</th>
</tr>
</thead>
<tbody>
<tr>
<td>▪ Commercially available cloud computing services</td>
<td>1. <strong>Software as a Service (SaaS):</strong> Consumer uses provider’s applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available.</td>
</tr>
<tr>
<td>▪ Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics</td>
<td>2. <strong>Platform as a Service (PaaS):</strong> Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure.</td>
</tr>
<tr>
<td>▪ Open to all deployment models (private, public, community or hybrid), vendors specify deployment models</td>
<td>3. <strong>Infrastructure as a Service (IaaS):</strong> Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.</td>
</tr>
</tbody>
</table>

2. Description of Cloud Computing Services and Pricing

a. Service Description Requirements for Listing Contractors
The description requirements below are in addition to the overall Schedule 70 evaluation criteria described in SCP-FSS-001-N Instructions Applicable to New Offerors (Alternate I – MAR 2016) or SCP-FSS-001-S Instructions Applicable to Successful FSS Program Contractors, as applicable, SCP-FSS-004 and other relevant publications.

Refer to overall Schedule 70 requirements for timelines related to description and other schedule updates, including but not limited to clauses 552.238-81 – section E and clause I-FSS-600.

Table 2 summarizes the additional Contractor-provided description requirements for services proposed under the Cloud Computing Services SIN. All mandatory description requirements must be complete, and adequate according to evaluation criteria.

In addition, there is one “Optional” reporting descriptions which exists to provide convenient service selection by relevant criteria. Where provided, optional description requirements must be complete and adequate according to evaluation criteria:

- The NIST Service Model provides sub-categories for the Cloud SIN and is strongly encouraged, but not required. The Service Model based sub-categories provide this SIN with a structure to assist ordering activities in locating and comparing services of interest. Contractors may optionally select the single service model most closely corresponding to the specific service offering.
- If a sub-category is selected it will be evaluated with respect to the NIST Service Model definitions and guidelines in “Guidance for Contractors”.

<table>
<thead>
<tr>
<th>#</th>
<th>Description Requirement</th>
<th>Reporting Type</th>
<th>Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Provide a brief written description of how the proposed cloud computing services satisfies each individual essential NIST Characteristic</td>
<td>Mandatory</td>
<td>The cloud service must be capable of satisfying each of the five NIST essential Characteristics as outlined in NIST Special Publication 800-145. See ‘GUIDANCE FOR CONTRACTORS: NIST Essential Characteristics’ below in this document for detailed overall direction, as well as guidance on inheriting essential characteristics.</td>
</tr>
<tr>
<td>2</td>
<td>Select NIST deployment models for the cloud computing service proposed.</td>
<td>Mandatory</td>
<td>Contractors must select at least one NIST deployment model as outlined in NIST Special Publication 800-145 describing how the proposed cloud computing service is deployed. Select multiple deployment models if the service is offered in more than one deployment model. See ‘GUIDANCE FOR CONTRACTORS: NIST Deployment Model’ below in this document for detailed direction on how to best categorize a service for the NIST deployment models.</td>
</tr>
<tr>
<td>3</td>
<td>Optionally select the most appropriate NIST service model that will be the designated sub-category, or may select no sub-category.</td>
<td>Optional</td>
<td>Contractor may select a single NIST Service model to sub-categorize the service as outlined in NIST Special Publication 800-145. Sub-category selection is optional but recommended. See ‘GUIDANCE FOR CONTRACTORS: NIST Service Model’ below in this document for detailed direction on how to best categorize a service for the NIST IaaS, PaaS, and SaaS service models.</td>
</tr>
</tbody>
</table>

b. Pricing of Cloud Computing Services

All current pricing requirements for Schedule 70, including provision SCP-FSS-001-N (Section III Price Proposal), SCP-FSS-001-S, SCP-FSS-004 (Section III Price Proposal), and clause I-FSS-600 Contract Price Lists, apply. At the current time there is no provision for reducing or eliminating standard price list posting requirements to accommodate rapid cloud price fluctuations.

In addition to standard pricing requirements, all pricing models must have the core capability to meet the NIST Essential Cloud Characteristics, particularly with respect to on-demand self-service, while
allowing alternate variations at the task order level at agency discretion, pursuant to the guidance on NIST Essential Characteristics.

3. Responsibilities of the Contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

a. Acceptance Testing

Any required Acceptance Test Plans and Procedures shall be negotiated by the Ordering Activity at task order level. The Contractor shall perform acceptance testing of the systems for Ordering Activity approval in accordance with the approved test procedures.

b. Training

If training is provided commercially the Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. Contractor is responsible for indicating if there are separate training charges.

c. Information Assurance/Security Requirements

The contractor shall meet information assurance/security requirements in accordance with the Ordering Activity requirements at the Task Order level.

d. Related Professional Services

The Contractor is responsible for working with the Ordering Activity to identify related professional services and any other services available on other SINs that may be associated with deploying a complete cloud solution. Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN.

e. Performance of Cloud Computing Services

The Contractor shall respond to Ordering Activity requirements at the Task Order level with proposed capabilities to Ordering Activity performance specifications or indicate that only standard specifications are offered. In all cases the Contractor shall clearly indicate standard service levels, performance and scale capabilities.

The Contractor shall provide appropriate cloud computing services on the date and to the extent and scope agreed to by the Contractor and the Ordering Activity.

f. Reporting

The Contractor shall respond to Ordering Activity requirements and specify general reporting capabilities available for the Ordering Activity to verify performance, cost and availability. In accordance with commercial practices, the Contractor may furnish the Ordering Activity/user with a monthly summary Ordering Activity report.

4. Responsibilities of the Ordering Activity

The Ordering Activity is responsible for indicating the cloud computing services requirements unique to the Ordering Activity. Additional requirements should not contradict existing SIN or IT Schedule 70 Terms and Conditions. Ordering Activities should include (as applicable) Terms & Conditions to address Pricing, Security, Data Ownership, Geographic Restrictions, Privacy, SLAs, etc.
Cloud services typically operate under a shared responsibility model, with some responsibilities assigned to the Cloud Service Provider (CSP), some assigned to the Ordering Activity, and others shared between the two. The distribution of responsibilities will vary between providers and across service models. Ordering activities should engage with CSPs to fully understand and evaluate the shared responsibility model proposed. Federal Risk and Authorization Management Program (FedRAMP) documentation will be helpful regarding the security aspects of shared responsibilities, but operational aspects may require additional discussion with the provider.

**a. Ordering Activity Information Assurance/Security Requirements Guidance**

i. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA) as applicable.

ii. The Ordering Activity shall assign a required impact level for confidentiality, integrity and availability (CIA) prior to issuing the initial statement of work. The Contractor must be capable of meeting at least the minimum security requirements assigned against a low-impact information system in each CIA assessment area (per FIPS 200) and must detail the FISMA capabilities of the system in each of CIA assessment area.

iii. Agency level FISMA certification, accreditation, and evaluation activities are the responsibility of the Ordering Activity. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Cloud Computing Services.

iv. The Ordering Activity has final responsibility for assessing the FedRAMP status of the service, complying with and making a risk-based decision to grant an Authorization to Operate (ATO) for the cloud computing service, and continuous monitoring. A memorandum issued by the Office of Management and Budget (OMB) on Dec 8, 2011 outlines the responsibilities of Executive departments and agencies in the context of FedRAMP compliance.

v. Ordering activities are responsible for determining any additional information assurance and security related requirements based on the nature of the application and relevant mandates.

**b. Deployment Model**

If a particular deployment model (Private, Public, Community, or Hybrid) is desired, Ordering Activities are responsible for identifying the desired model(s). Alternately, Ordering Activities could identify requirements and assess Contractor responses to determine the most appropriate deployment model(s).

**c. Delivery Schedule**

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers.

**d. Interoperability**

Ordering Activities are responsible for identifying interoperability requirements. Ordering Activities should clearly delineate requirements for API implementation and standards conformance.

---


e. Performance of Cloud Computing Services

The Ordering Activity should clearly indicate any custom minimum service levels, performance and scale requirements as part of the initial requirement.

f. Reporting

The Ordering Activity should clearly indicate any cost, performance or availability reporting as part of the initial requirement.

g. Privacy

The Ordering Activity should specify the privacy characteristics of their service and engage with the Contractor to determine if the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could be requiring assurance that the service is capable of safeguarding Personally Identifiable Information (PII), in accordance with NIST SP 800-122 and OMB memos M-06-16 and M-07-16. An Ordering Activity will determine what data elements constitute PII according to OMB Policy, NIST Guidance and Ordering Activity policy.

h. Accessibility

The Ordering Activity should specify the accessibility characteristics of their service and engage with the Contractor to determine the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could require assurance that the service is capable of providing accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d).

i. Geographic Requirements

Ordering activities are responsible for specifying any geographic requirements and engaging with the Contractor to determine that the cloud services offered have the capabilities to meet geographic requirements for all anticipated task orders. Common geographic concerns could include whether service data, processes and related artifacts can be confined on request to the United States and its territories, or the continental United States (CONUS).

j. Data Ownership and Retrieval and Intellectual Property

Intellectual property rights are not typically transferred in a cloud model. In general, CSPs retain ownership of the Intellectual Property (IP) underlying their services and the customer retains ownership of its intellectual property. The CSP gives the customer a license to use the cloud services for the duration of the contract without transferring rights. The government retains ownership of the IP and data they bring to the customized use of the service as spelled out in the FAR and related materials. General considerations of data ownership and retrieval are covered under the terms of Schedule 70 and the FAR and other laws, ordinances, and regulations (Federal, State, City, or otherwise). Because of considerations arising from cloud shared responsibility models, ordering activities should engage with the Contractor to develop more cloud-specific understandings of the boundaries between data owned by the government and that owned by the cloud service provider, and the specific terms of data retrieval.

---

3 NIST SP 800-122, “Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)”.
In all cases, the Ordering Activity should enter into an agreement with a clear and enforceable understanding of the boundaries between government and cloud service provider data, and the form, format and mode of delivery for each kind of data belonging to the government.

The Ordering Activity should expect that the Contractor shall transfer data to the government at the government's request at any time, and in all cases when the service or order is terminated for any reason, by means, in formats and within a scope clearly understood at the initiation of the service. Example cases that might require clarification include status and mode of delivery for:

- Configuration information created by the government and affecting the government’s use of the cloud provider’s service.
- Virtual machine configurations created by the government but operating on the cloud provider’s service.
- Profile, configuration and other metadata used to configure SaaS application services or PaaS platform services.

The key is to determine in advance the ownership of classes of data and the means by which Government owned data can be returned to the Government.

k. Service Location Distribution

The Ordering Activity should determine requirements for continuity of operations and performance and engage with the Contractor to ensure that cloud services have adequate service location distribution to meet anticipated requirements. Typical concerns include ensuring that:

- Physical locations underlying the cloud are numerous enough to provide continuity of operations and geographically separate enough to avoid an anticipated single point of failure within the scope of anticipated emergency events.
- Service endpoints for the cloud are able to meet anticipated performance requirements in terms of geographic proximity to service requestors.

Note that cloud providers may address concerns in the form of minimum distance between service locations, general regions where service locations are available, etc.

l. Related Professional Services

Ordering activities should engage with Contractors to discuss the availability of limited assistance with initial setup, training and access to the services that may be available through this SIN. Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN. Ordering activities should consult the appropriate GSA professional services schedule.

5. Guidance for Contractors

This section offers guidance for interpreting the Contractor Description Requirements in Table 2, including the NIST essential cloud characteristics, service models and deployment models. This section is not a list of requirements.

Contractor-specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will not be considered in the scope of this SIN or accepted in response to Factors for Evaluation. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special publication. Services qualifying for listing as cloud computing services under this
SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP 800-1456.

Contractors must select deployment models corresponding to each way the service can be deployed. Multiple deployment model designations for a single cloud service are permitted but at least one deployment model must be selected.

In addition, contractors submitting services for listing under this SIN are encouraged to select a sub-category for each service proposed under this SIN with respect to a single principal NIST cloud service model that most aptly characterizes the service. Service model categorization is optional.

Both service and deployment model designations must accord with NIST definitions. Guidance is offered in this document on making the most appropriate selection.

a. NIST Essential Characteristics

General Guidance

NIST’s essential cloud characteristics provide a consistent metric for whether a service is eligible for inclusion in this SIN. It is understood that due to legislative, funding and other constraints that government entities cannot always leverage a cloud service to the extent that all NIST essential characteristics are commercially available. For the purposes of the Cloud SIN, meeting the NIST essential characteristics is determined by whether each essential capability of the commercial service is available for the service, whether or not the Ordering Activity actually requests or implements the capability. The guidance in Table 3 offers examples of how services might or might not be included based on the essential characteristics, and how the Contractor should interpret the characteristics in light of current government contracting processes.

<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Capability</th>
<th>Guidance</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-demand self-service</td>
<td>▪ Ordering activities can directly provision services without requiring Contractor intervention. ▪ This characteristic is typically implemented via a service console or programming interface for provisioning</td>
<td>Government procurement guidance varies on how to implement on-demand provisioning at this time. Ordering activities may approach on-demand in a variety of ways, including “not-to-exceed” limits, or imposing monthly or annual payments on what are essentially on demand services. Services under this SIN must be capable of true on-demand self-service, and ordering activities and Contractors must negotiate how they implement on demand capabilities in practice at the task order level: ▪ Ordering activities must specify their procurement approach and requirements for on-demand service ▪ Contractors must propose how they intend to meet the approach ▪ Contractors must certify that on-demand self-service is technically available for their service should procurement guidance become available.</td>
</tr>
<tr>
<td>Broad Network Access</td>
<td>▪ Ordering activities are able to access services over standard agency networks ▪ Service can be accessed and consumed using standard devices such as browsers, tablets and mobile phones</td>
<td>Broad network access must be available without significant qualification and in relation to the deployment model and security domain of the service ▪ Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non-cloud networks and services. For example a private cloud might require an Ordering Activity to...</td>
</tr>
</tbody>
</table>

Inheriting Essential Characteristics

Cloud services may depend on other cloud services, and cloud service models such as PaaS and SaaS are able to inherit essential characteristics from other cloud services that support them. For example a PaaS platform service can inherit the broad network access made available by the IaaS service it runs on, and in such a situation would be fully compliant with the broad network access essential characteristic. Services inheriting essential characteristics must make the inherited characteristic fully available at their level of delivery to claim the relevant characteristic by inheritance.

Inheriting characteristics does not require the inheriting provider to directly bundle or integrate the inherited service, but it does require a reasonable measure of support and identification. For example, the Ordering Activity may acquire an IaaS service from “Provider A” and a PaaS service sufficient to support its needs. The inheriting characteristic may be inheritable at the level of the service, and is fully available at the Orderer’s level of delivery.

### Resource Pooling
- Pooling distinguishes cloud services from offsite hosting.
- Ordering activities draw resources from a common pool maintained by the Contractor.
- Resources may have general characteristics such as regional location.
- The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them.
- Manual allocation, e.g. manual operations at a physical server farm where Contractor staff configure servers in response to Ordering Activity requests, does not meet this requirement.
- Similar concerns apply to software and platform models; automated provisioning from a pool is required.
- Ordering activities may request dedicated physical hardware, software or platform resources to access a private cloud deployment service. However the provisioned cloud resources must be drawn from a common pool and automatically allocated on request.

### Rapid Elasticity
- Rapid provisioning and de-provisioning commensurate with demand.
- Rapid elasticity is a specific demand-driven case of self-service.
- Procurement guidance for on-demand self-service applies to rapid elasticity as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually negotiate other contractual arrangements for procurement and payment.
- ‘Rapid’ should be understood as measured in minutes and hours, not days or weeks.
- Elastic capabilities by manual request, e.g. via a console operation or programming interface call, are required.
- Automated elasticity which is driven dynamically by system load, etc. is optional. Contractors must specify whether automated demand-driven elasticity is available and the general mechanisms that drive the capability.

### Measured Service
- Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service.
- Procurement guidance for on-demand self-service applies to measured service as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually designate other contractual arrangements.
- Regardless of specific contractual arrangements, reporting must indicate actual usage, be continuously available to the Ordering Activity, and provide meaningful metrics appropriate to the service measured.
- Contractors must specify that measured service is available and the general sort of metrics and mechanisms available.
from “Provider B”. The PaaS service may inherit broad network access from “Provider A” but must identify and support the inherited service as an acceptable IaaS provider.

Assessing Broad Network Access

Typically, broad network access for public deployment models implies high bandwidth access from the public internet for authorized users. In a private cloud deployment internet access might be considered broad access, as might be access through a dedicated shared high bandwidth network connection from the Ordering Activity, in accord with the private nature of the deployment model.

Resource Pooling and Private Cloud

All cloud resource pools are finite, and only give the appearance of infinite resources when sufficiently large, as is sometimes the case with a public cloud. The resource pool supporting a private cloud is typically smaller with more visible limits. A finite pool of resources purchased as a private cloud service qualifies as resource pooling so long as the resources within the pool can be dynamically allocated to the ultimate users of the resource, even though the pool itself appears finite to the Ordering Activity that procures access to the pool as a source of dynamic service allocation.

b. NIST Service Model

The Contractor may optionally document the service model of cloud computing (e.g. IaaS, PaaS, SaaS, or a combination thereof, that most closely describes their offering, using the definitions in The NIST Definition of Cloud Computing SP 800-145. The following guidance is offered for the proper selection of service models.

NIST’s service models provide this SIN with a set of consistent sub-categories to assist ordering activities in locating and comparing services of interest. Service model is primarily concerned with the nature of the service offered and the staff and activities most likely to interact with the service. Contractors should select a single service model most closely corresponding to their proposed service based on the guidance below. It is understood that cloud services can technically incorporate multiple service models and the intent is to provide the single best categorization of the service.

Contractors should take care to select the NIST service model most closely corresponding to each service offered. Contractors should not invent, proliferate or select multiple cloud service model sub-categories to distinguish their offerings, because ad-hoc categorization prevents consumers from comparing similar offerings. Instead vendors should make full use of the existing NIST categories to the fullest extent possible.

For example, in this SIN an offering commercially marketed by a Contractor as “Storage as a Service” would be properly characterized as Infrastructure as a Service (IaaS), storage being a subset of infrastructure. Services commercially marketed as “LAMP as a Service” or “Database as a Service” would be properly characterized under this SIN as Platform as a Service (PaaS), as they deliver two kinds of platform services. Services commercially marketed as “Travel Facilitation as a Service” or “Email as a Service” would be properly characterized as species of Software as a Service (SaaS) for this SIN.

However, Contractors can and should include appropriate descriptions (include commercial marketing terms) of the service in the full descriptions of the service’s capabilities.

When choosing between equally plausible service model sub-categories, Contractors should consider several factors:
1) Visibility to the Ordering Activity. Service model sub-categories in this SIN exist to help Ordering Activities match their requirements with service characteristics. Contractors should select the most intuitive and appropriate service model from the point of view of an Ordering Activity.

2) Primary Focus of the Service. Services may offer a mix of capabilities that span service models in the strict technical sense. For example, a service may offer both IaaS capabilities for processing and storage, along with some PaaS capabilities for application deployment, or SaaS capabilities for specific applications. In a service mix situation the Contractor should select the service model that is their primary focus. Alternatively, contractors may choose to submit multiple service offerings for the SIN, each optionally and separately subcategorized.

3) Ordering Activity Role. Contractors should consider the operational role of the Ordering Activity’s primary actual consumer or operator of the service. For example, services most often consumed by system managers are likely to fit best as IaaS; services most often consumed by application deployers or developers as PaaS, and services most often consumed by business users as SaaS.

4) Lowest Level of Configurability. Contractors can consider IaaS, PaaS and SaaS as an ascending hierarchy of complexity, and select the model with the lowest level of available Ordering Activity interaction. As an example, virtual machines are an IaaS service often bundled with a range of operating systems, which are PaaS services. The Ordering Activity usually has access to configure the lower level IaaS service, and the overall service should be considered IaaS. In cases where the Ordering Activity cannot configure the speed, memory, network configuration, or any other aspect of the IaaS component, consider categorizing as a PaaS service.

Cloud management and cloud broker services should be categorized based on their own characteristics and not those of the other cloud services that are their targets. Management and broker services typically fit the SaaS service model, regardless of whether the services they manage are SaaS, PaaS or IaaS. Use Table 3 to determine which service model is appropriate for the cloud management or cloud broker services, or, alternately choose not to select a service model for the service.

The guidance in Table 3 offers examples of how services might be properly mapped to NIST service models and how a Contractor should interpret the service model sub-categories.

<table>
<thead>
<tr>
<th>Service Model</th>
<th>Guidance</th>
</tr>
</thead>
</table>
| Infrastructure as a Service (IaaS)     | Select an IaaS model for service based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices.  
  - IaaS services are typically consumed by system or device managers who would configure physical hardware in a non-cloud setting  
  - The principal customer interaction with an IaaS service is provisioning then configuration, equivalent to procuring and then configuring a physical device.  

Examples of IaaS services include virtual machines, object storage, disk block storage, network routers and firewalls, software defined networks.  

Gray areas include services that emulate or act as dedicated appliances and are directly used by applications, such as search appliances, security appliances, etc. To the extent that these services or their emulated devices provide direct capability to an application they might be better classified as Platform services (PaaS). To the extent that they resemble raw hardware and are consumed by other platform services they are better classified as IaaS. |
| Platform as a Service (PaaS)           | Select a PaaS model for service based equivalents of complete or partial software platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application. |
### Software as a Service (SaaS)

**Select a SaaS model for service based equivalents of software applications.**
- SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting.
- The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides.

Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically only the Contractor would be permitted to configure aspects of the software for all users.

Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki’s, websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services, and in general any system where customers interact directly for a business purpose.

---

**A complete platform can deploy an entire application. Complete platforms can be proprietary or open source.**
- Partial platforms can deploy a component of an application which combined with other components make up the entire deployment.
- PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service.
- The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service.
- A limited range of configuration options for the platform service may be available.

Examples of complete PaaS services include:
- A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application,
- A Windows .Net platform ready to deploy a .Net application,
- A custom complete platform ready to develop and deploy an customer application in a proprietary language.
- A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services.

The essential characteristic of a complete PaaS is defined by the customer’s ability to deploy a complete custom application directly on the platform.

PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include:
- A database service ready to deploy a customer’s tables, views and procedures,
- A queuing service ready to deploy a customer’s message definitions,
- A security service ready to deploy a customer’s constraints and target applications for continuous monitoring.

The essential characteristic of an individual PaaS component is the customer’s ability to deploy their unique structures and/or data onto the component for a partial platform function.

Note that both the partial and complete PaaS examples all have two things in common:
- They are software services, which offer significant core functionality out of the box.
- They must be configured with customer data and structures to deliver results.

As noted in IaaS, operating systems represent a grey area in that OS is definitely a platform service, but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your service "hides" underlying infrastructure, consider it as PaaS.
c. Deployment Model

Deployment models (e.g. private, public, community, or hybrid) are not restricted at the SIN level and any specifications for a deployment model are the responsibility of the Ordering Activity.

Multiple deployment model selection is permitted, but at least one model must be selected. The guidance in Table 4 offers examples of how services might be properly mapped to NIST deployment models and how the Contractor should interpret the deployment model characteristics. Contractors should take care to select the range of NIST deployment models most closely corresponding to each service offered.

Note that the scope of this SIN does not include hardware or software components used to construct a cloud, only cloud capabilities delivered as a service, as noted in the Scope section.

Table 4: Guidance for Selecting a Deployment Model

<table>
<thead>
<tr>
<th>Deployment Model</th>
<th>Guidance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Cloud</td>
<td>The service is provided exclusively for the benefit of a definable organization and its components; access from outside the organization is prohibited. The actual services may be provided by third parties, and may be physically located as required, but access is strictly defined by membership in the owning organization.</td>
</tr>
<tr>
<td>Public Cloud</td>
<td>The service is provided for general public use and can be accessed by any entity or organization willing to contract for it.</td>
</tr>
<tr>
<td>Community Cloud</td>
<td>The service is provided for the exclusive use of a community with a definable shared boundary such as a mission or interest. As with private cloud, the service may be in any suitable location and administered by a community member or a third party.</td>
</tr>
<tr>
<td>Hybrid Cloud</td>
<td>The service is composed of one or more of the other models. Typically hybrid models include some aspect of transition between the models that make them up, for example a private and public cloud might be designed as a hybrid cloud where events like increased load permit certain specified services in the private cloud to run in a public cloud for extra capacity, e.g. bursting.</td>
</tr>
</tbody>
</table>
1. Scope

a. Special Item Number (SIN) 132-44 Continuous Diagnostics and Mitigation (CDM) Tools is a solutions SIN. This SIN includes both hardware and software products and any associated services for the products to include installation, maintenance, and training.

NOTE: All hardware and software under SINs 132-8, 132-32, and 132-33 may remain under those SINs unless the items are specific to the CDM SIN.

b. CDM Tools SIN products and associated services shall comply with all certifications and industry standards as specified by the ordering activity.

c. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity. The Contractor shall deliver to any location within the geographic scope of this contract.

d. 132-44 - Continuous Diagnostics and Mitigation Tools - SUBJECT TO COOPERATIVE PURCHASING - Includes Continuous Diagnostics and Mitigation (CDM) Approved Products List (APL) hardware and software products/tools and associated services. The full complement of CDM subcategories includes tools, associated maintenance, and other related activities such as training.

e. The 5 subcategories CDM capabilities specified under this SIN are:

(1) Manage “What is on the network?”: Identifies the existence of hardware, software, configuration characteristics and known security vulnerabilities.
(2) Manage “Who is on the network?”: Identifies and determines the users or systems with access authorization, authenticated permissions and granted resource rights.
(3) Manage “How is the network protected?”: Determines the user/system actions and behavior at the network boundaries and within the computing infrastructure.
(4) Manage “What is happening on the network?”: Prepares for events/incidents, gathers data from appropriate sources; and identifies incidents through analysis of data.
(5) Emerging Tools and Technology: Includes CDM cybersecurity tools and technology not in any other subcategory.

5 subcategories represent the scope of the CDM program and reflect widely exercised functional and operational scenarios that CDM is interested in identifying, monitoring and addressing from a security perspective.

To provide a holistic security approach, these capabilities adhere to the National Institute of Science and Technology (NIST) Cybersecurity Framework security functions to identify, protect, detect, respond and recover. CDM also supports and can be used in the NIST Risk Management Framework (RMF) to achieve ongoing assessment and authorization.

As shown in Table 1, the 5 CDM Tools SIN subcategories cover the previous CDM BPA 15 CDM Tool Functional Areas (TFAs) and allow for future innovation.
<table>
<thead>
<tr>
<th>Table 1: SIN to TFA mapping 5 SIN Subcategories</th>
<th>15 CDM BPA TFAs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Manage “What is on the network?”</td>
<td>● TFA 1 – Hardware Asset Management</td>
</tr>
<tr>
<td></td>
<td>● TFA 2 – Software Asset Management</td>
</tr>
<tr>
<td></td>
<td>● TFA 3 – Configuration Settings Management</td>
</tr>
<tr>
<td></td>
<td>● TFA 4 – Vulnerability Management</td>
</tr>
<tr>
<td>2. Manage “Who is on the network?”</td>
<td>● TFA 6 – Manage Trust in People Granted Access</td>
</tr>
<tr>
<td></td>
<td>● TFA 7 – Manage Security-Related Behavior</td>
</tr>
<tr>
<td></td>
<td>● TFA 8 – Manage Credential and Authentication</td>
</tr>
<tr>
<td></td>
<td>● TFA 9 – Manage Account/Access/Manage Privileges</td>
</tr>
<tr>
<td>3. Manage “How is the boundary protected?” for BOUND</td>
<td>● TFA 5 – Manage Network Access Controls</td>
</tr>
<tr>
<td>4. Manage “What is happening on the network?” for MNGEVT</td>
<td>● TFA 10 – Prepare for Contingencies and Incidents</td>
</tr>
<tr>
<td></td>
<td>● TFA 11 – Respond to Contingencies and Incidents</td>
</tr>
<tr>
<td>4. Manage “What is happening on the network?” for DBS</td>
<td>● TFA 12 – Design and Build in Requirements Policy and Planning</td>
</tr>
<tr>
<td></td>
<td>● TFA 13 – Design and Build in Quality</td>
</tr>
<tr>
<td>4. Manage “What is happening on the network?” for OMI</td>
<td>● TFA 14 – Manage Audit Information</td>
</tr>
<tr>
<td></td>
<td>● TFA 15 – Manage Operation Security</td>
</tr>
<tr>
<td>5. Emerging Tools and Technologies</td>
<td>Future innovations</td>
</tr>
</tbody>
</table>

(1) Manage “What is on the network?”

Focus: The primary focus of Manage Assets is to identify “What is on the network?”; that is, to identify the existence of hardware, software, configuration characteristics and known security vulnerabilities. Manage hardware and software baseline system inventory is based on Phase 1 Hardware Asset Management (HWAM) and Software Asset Management (SWAM) requirements that requires the discovery and identification of devices to define a baseline of inventory hardware and software assets to establish the Agency’s span of control.
Hardware and software configurations are based on Phase 1 Configuration Settings Management (CSM) requirements to ensure that hardware and software (specifically the operating system and installed applications) assets are securely configured and hardened.

Manage vulnerabilities is based on Phase 1 Vulnerability Management (VUL) requirements to identify and manage vulnerabilities in software installed on network devices to minimize exploitation of known software weaknesses.

These CDM capabilities cover verification and validation for the existence of hardware infrastructure devices; the accurate identification of approved software components; verification and validation that hardware devices have the correct security configuration settings, and system platform is hardened to reduce the platform attack surface; and the identification and management of risks presented by known software weaknesses that are subject to exploitation.

These CDM capabilities support the Cybersecurity Framework functions of: identify, protect and detect.

(2) Manage “Who is on the network?”

Focus: The primary focus of Manage People is to determine “Who is on the network?”; that is, identify and determine the users or systems with authorized access.
Manage People is based on Phase 2 PRIV, CRED, TRUST and BEHAVE requirements that require the management of users/accounts as an asset to assure the appropriate individual has the right access to the right resource.

This CDM capability covers the verification and validation of allowed user privileges, issuance and management of user owned credentials, appropriate user security behavior training, trustworthiness, authenticated permissions, and management of resource access rights granted to users.

These CDM capabilities support the Cybersecurity Framework functions of: identify, protect and detect.

(3) Manage “How is the boundary protected?”

Focus: The primary focus of Mange Boundary Protection is to determine “How is the boundary protected?”; that is, to determine the user/system actions and behavior at the physical/logical network boundaries and within the computing infrastructure.

“How is the boundary protected?” is based on Phase 3 BOUND requirements to defend physical and logical network boundaries and identify abnormal behavior (of networks and users) that may identify that an incident has occurred.

This CDM capability covers verification and validation of logical and physical network interfaces to reduce intrusive, malicious, and disruptive attacks; cryptographic mechanisms ensure confidentiality and integrity of data on the network; and methods to identify security incidents.

These CDM capabilities support the Cybersecurity Framework functions of: identify, protect and detect.

(4) Manage “What is happening on the network?”
Due to the complexity to manage “What is happening on the network?”, this area is covered by three focus areas:

a. Manage Events (MNGEVT)
b. Operate, Monitor and Improve (OMI)
c. Design and Build in Security (DBS)

**Manage Events**

Focus: Manage Events is responsible for preparing for events/incidents, gathering appropriate audit data from appropriate sources, identifying incidents through analysis of data, and performing ongoing assessment.

Manage Events is based on the Phase 3 MNGEVT requirements to prepare for incidents/events (through processes, policies, and procedures), gather appropriate audit/log data from appropriate sources, and identify events/incidents (network and user abnormal behavior) through the analysis of audit/log data.

Manage Events supports the runtime collection of attributes (actual state) and continuous monitoring of the policies related to attributes for Ongoing Assessment (actual state vs. desired state) to enhance current or apply new security and privacy controls and countermeasures. The results of the Ongoing Assessment will be used as inputs to OMI Ongoing Authorization risk assessment process to determine if the level of risk remains acceptable for a given information system to support continued authorization and operation.

Ongoing Assessment is the continuous process of comparing security related attributes between the Actual State and the Desired State. This comparison is performed by the CDM Policy Decision Point (PDP). The discrepancy between Actual State and Desired state impacts the security posture of the implementation of NIST SP 800-53 controls and countermeasures. The results of the Ongoing Assessment are used to evaluate the changes in risk posture associated with the discrepancy. Ideally, the Ongoing Assessment process is fully automated with the Desired State being encoded in the CDM PDP and the Actual State being measured using CDM sensors.

This CDM capability covers verification and validation of processes, policies, and procedures supporting cybersecurity preparation, audit and log data collection, security analysis of audit/log data, incident reporting to provide forensic evidence of malicious or suspicious behavior, and ongoing assessment.

To provide a holistic security approach, this capability adheres to the Cybersecurity Framework security functions to identify, protect, detect, respond and recover CDM also supports and can be used in the NIST Risk Management Framework (RMF) to achieve ongoing assessment and authorization.

**Operate, Monitor and Improve**

Focus: Operate, Monitor and Improve is responsible for audit data aggregation, correlation, and analysis, incident prioritization and response, and post-incident activities (e.g., information sharing). Operate, Monitor and Improve is based on Phase 3 OMI requirements for audit data aggregation, correlation and analysis, incident prioritization and response, and post incident activities (e.g., information sharing).
Ongoing Authorization is the continuous evaluation of the change in risk level related to changes in security policies concerning static object attributes (i.e., actual state and desired state) for threat behaviors that impact the security posture. This impact to security is measured by capturing changes in existing safeguards (e.g., NIST SP 800-53 controls and countermeasures) and identification of new component weaknesses and vulnerabilities.

This CDM capability covers verification and validation of processes/procedures to aggregate, correlate, and analyze audit/log data, to prioritize incidents and associated response actions, to quickly mitigate the impact of an incidents, to take appropriate remediation actions to eliminate the impact (restore normal operations) of the same incident, to support information sharing and collaboration (both internal and external) to minimize or prevent impact of future incidents, and ongoing authorization.

To provide a holistic security approach, this capability adheres to the Cybersecurity Framework security functions to identify, protect, detect, respond and recover. CDM also supports and can be used in the NIST Risk Management Framework (RMF) to achieve ongoing assessment and authorization.

**Design and Build in Security**

Focus: Design and Build in Security is responsible for preventing exploitable vulnerabilities from being effective in the software/system while in development or deployment. The Design and Build in Security process is focused on identifying, controlling and removing weaknesses/vulnerabilities from the software/system. Exploitable vulnerabilities may include software/system design, coding errors, software/system designs that leave a large and complex attack surface that cannot be defended, and weaknesses that can only be exploited during system/software execution.

Design and Build in Security is based on the Phase 3 DBS requirements that extend the focus of Phase 1 Software Asset Management and Vulnerability Management to achieve a level of confidence that software is free from vulnerabilities, either intentionally designed into the software or accidentally inserted at any time during its life cycle and that the software functions in the intended manner.

The U.S. government and critical infrastructure sectors are increasingly dependent on commercial products and systems, which present significant benefits including low cost, interoperability, rapid innovation, a variety of product features, and choice among competing vendors. However, with some of these benefits there is an increase in the risk of a threat event which can directly or indirectly affect the supply chain, which often go undetected, and may result in risks to the acquirer. The purpose of Supply Chain Risk Management (SCRM) is to enable the provisioning of the least vulnerable solutions to agencies, through a robust assessment of supply chain risks, communication about those risks to the agencies, and appropriate response and monitoring of those risks throughout the entire system lifespan.

This CDM capability covers verification and validation of processes/procedures to prevent and detect software vulnerabilities, to determine the provenance of system components, and to measure software assurance for built and acquired software components.

To provide a holistic security approach, this capability adheres to the Cybersecurity Framework security functions to identify, protect, detect, respond and recover to security infractions due to malicious behavior and unintentional user actions during normal operations.

(5) Emerging Tools and Technologies
Focus: Innovative capabilities to cybersecurity not currently encompassed by the other capability areas.

2. Standards Compliance

Vendor’s providing offerings through the CDM Tools SIN must provide compliant products and services in accordance with the laws and standards cited applicable to specific orders and Blanket Purchase Agreements.

3. Order

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

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

4. Inspection/Acceptance

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

5. Enterprise User License Agreements Requirements (EULA)/Commercial Supplier Agreements (CSAs)

The Contractor shall provide all Commercial Supplier Agreements (CSAs) to include End User License Agreements (EULAs) or Terms of Service (ToS) in an editable Microsoft Office (Word) format.

6. Warranty

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

**Contractor is to insert commercial guarantee/warranty clauses that are included in the EULA/CSA.**

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2).
c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the contractor's plant the address is as follows:

7. Purchase Price for Ordered Equipment

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

8. Transportation of Equipment

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

9. Technical Services

a. The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of any software provided. The technical support number is available from _____ to _____.

**Provide telephone number and hours of operation for technical support hotline; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central time, Mountain time or Pacific time.**

b. When the equipment or hardware provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

_________________________________________________________________

**NOTE: Contractors are to indicate in the pricelist whether the equipment is self-installable.**

Contractors should provide commercial practices for installation/deinstallation/reinstallation for review and possible inclusion in the contract.

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

10. Performance of Services Associated With Products

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
b. The Contractor agrees to render services during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion of each order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of the CDM Tools SIN for a specific requirement at the order level must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts. All travel will be agreed upon with the client prior to the Contractor’s travel.

11. Responsibilities of the Contractor

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

b. The Contractor shall comply with contract clause (FAR 52.204-21) for the basic safeguarding of contractor information systems that process, store, or transmit Federal data received by the contract in performance of the contract. This includes contract documents and all information generated in the performance of the contract.

12. Responsibilities of the Ordering Activity

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

13. Invoices

The Contractor, upon completion of the work ordered, shall submit invoices. FAR 52.212-4 in the contract contains terms for commercial items. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

14. Conversion from Term License to Perpetual License

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

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

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
d. When conversion from term licenses to perpetual licenses is offered the price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to % of all term license payments during the period that the software was under a term license within the ordering activity.

15. Term License Cessation

a. After a software product has been on a continuous term license for a period of * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

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

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

16. Software Conversions

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

17. 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.

18. Right-to-Copy Pricing

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

19. Description of Products and Services and Pricing

The Contractor shall provide a description of offerings under CDM Tools SIN in the same manner as the Contractor sells to its commercial and ordering activity customers. The contractor shall provide
pricing and a description with part numbers for products and the associated services that have been approved as part of the Product Qualification Requirements of the SIN. Any applicable delivery and licensing terms should be included.

20. Total Solution

a. Labor categories/qualifications are not included in this SIN, however, ordering activities may acquire a total solution to meet a specific requirement for an order or BPA involving multiple IT Schedule 70 SINs. Contractors report the sales to GSA under the SINs the items are sold. For example, an agency may post an RFQ requesting a total solution anticipating offerings from multiple SINs, such as IT Professional Services 132-51 or Highly Adaptive Cybersecurity Services (HACS) 132-45A-D along with CDM Tools 132-44 for products and product associated services.

**NOTE TO CONTRACTORS: The information provided below contains reporting requirements for Contractors on the CDM Tools SIN. This language should NOT be printed as part of the Information Technology Schedule Pricelist but are the reporting requirements of the SIN.

21. CDM Tools SIN Contract Level Program Reporting Requirement

Contractors are required to provide quarterly reports on orders received to include ordering agency, quantity, product description, manufacturer part number, SIN and Subcategory, and price. The quarterly report is due within 15 days after the end of each quarter. Reports shall be submitted to schedule70cdmsin@gsa.gov.
1. Scope

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.

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


a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. Order

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

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

4. Performance of Services

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

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

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

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.
5. Stop-Work Order (FAR 52.242-15) (AUG 1989)

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

1. Cancel the stop-work order; or
2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

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

1. The stop-work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this contract; and
2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. Inspection of Services


7. Responsibilities of the Contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.
8. Responsibilities of the Ordering Activity
Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

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

10. Organizational Conflicts of Interest
a. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

16. Description of IT Professional Services and Pricing
a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

Administrative Assistant

**Level I** – Provide administrative support specifically dedicated to the requirements of the project team. Plan and produce correspondence, reports, proposals, memos, and other documentation using a personal computer. Operate spreadsheet software such as Excel to produce finished documents. Proofread completed documents. Provide copying and production support as needed. Commensurate experience and education.

**Level II** – Provide administrative support specifically dedicated to the requirements of the project team. Perform a wide range of clerical and administrative duties including, for example, typing, filing, tracking of time records, word processing, dictation, and composition of correspondence. Commensurate experience and education.
Applications Engineer

**Level I** - Analyze functional business applications and design specifications for functional activities. Translate detailed design into application systems. Test, debug, and refine applications to produce the required product. Prepare required documentation, including both program-level and user-level documentation. Enhance applications to improve performance and add functionality. Provide technical direction to engineers to ensure program deadlines are met.

**Level II** - Analyze and study complex system requirements. Design software tools and subsystems to support software reuse and domain analyses and manages their implementation. Manage software development and support using formal specifications, data flow diagrams, other accepted design techniques and Computer Aided Software Engineering (CASE) tools. Estimate software development costs and schedule. Review existing programs and assist in making refinements, reducing operating time, and improving current techniques. Supervise software configuration management.

Application Programmer

**Level I** - Assist with the analysis of information requirements. Aid in the evaluation of problems with workflow, organization, and planning and help in the development of appropriate corrective action.

**Level II** - Participate in the design of software tools and subsystems to support reuse and domain analysis. Assist Applications Engineer and Applications Programmer to interpret software requirements and design specifications to code, and integrate and test software components.

**Level III** - Analyze functional business applications and design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts. Develop block diagrams and logic flow charts. Translate detailed design into computer software. Test, debug, and refine the computer software to produce the required product. Prepare required documentation, including both program-level and user-level documentation. Enhance software to reduce operating time or improve efficiency. Provide technical direction to programmers to ensure program deadlines are met. Experience in information system design, including application programming on large-scale DBMS and the development of complex software to satisfy design objectives.

Application Systems Analyst

Provide analysis and design of business systems for different applications such as: financial, accounting, human resources, and other enterprise systems. Handle test scripts and service requirements; work closely with end users on project development and implementation. Analysts should have a working knowledge of relational database environments, structured analysis, data modeling, information engineering, mathematical model building, sampling, and cost accounting to plan the system. Specify the inputs to be accessed by the system, design the processing steps, and format the output to meet the users' needs. Prepare cost-benefit and return-on-investment analyses to help management decide whether implementing the proposed system will be financially feasible. Possess excellent verbal and written communications skills.

Business Analyst

**Level I** - Provide expertise in business process and system analysis, design, improvement, and implementation efforts and in translating business process needs into technical requirements. Provide expertise in change management and training support. Provide organizational and strategic planning for a wide variety of technical and functional environments. Provide expertise in, but not limited to, Configuration Management, Strategic Planning, Knowledge Management, Business Analysis and Technical Analysis.
Level II - Assist in applying common best practices for the industry to the customer using a knowledge base to create conceptual business models and to identify relevant issues and considerations in selecting application software packages. Assess the operational and functional baseline of an organization and its organizational components, and help to define the direction and strategy for an engagement while ensuring the organizational needs are being addressed. Typical areas addressed include Human Resources, Finance, Supply, and operations. Identify information technology inadequacies and/or deficiencies that affect the functional area’s ability to support/meet organizational goals. Support the development of functional area strategies for enhanced IT. Commensurate experience and education.

Level III - Assist in applying common best practices for the industry to the customer using a knowledge base to create conceptual business models and to identify relevant issues and considerations in selecting application software packages. Assess the operational and functional baseline of an organization and its organizational components, and help to define the direction and strategy for an engagement while ensuring the organizational needs are being addressed. Typical areas addressed include Human Resources, Finance, Supply, and operations. Identify information technology inadequacies and/or deficiencies that affect the functional area’s ability to support/meet organizational goals. Generate functional area strategies for enhanced IT operations in a cross-functional area mode throughout the organization. Participate in account strategy sessions, strategic assessments and design reviews to validate enterprise approach and associated work products, such as ERP implementations coordinating the resolution of highly complex problems and tasks. Commensurate experience and education.

Business Process Reengineering Specialist

Level I - Apply process improvement, reengineering methodologies, and internet-related methodologies and principles to conduct process modernization projects. Assist senior staff with effective transitioning of existing organizations or project teams in accomplishing the organization’s goals or project activities and objectives through improved use of internet and other automated processes. Support activity and data modeling, development of modern business methods, identification of best practices, and creating and assessing performance measurements. Provide group facilitation, interviewing, training, and additional forms of knowledge transfer. Commensurate education and experience.

Level II – Apply process improvement, reengineering methodologies, and internet-related methodologies and principles to conduct process modernization projects. Responsible for transitioning of existing organizations or project teams in accomplishing the organization’s goals or project activities and objectives through improved use of internet and other automated processes. Support activity and data modeling, development of modern business methods, identification of best practices, and creating and assessing performance measurements. Provide group facilitation, interviewing, training, and additional forms of knowledge transfer. May provide daily supervision and direction to other contractor business reengineering specialists and web architects. Commensurate education and experience.

Level III – Manage use of process improvement, reengineering methodologies, and internet-related methodologies and principles to conduct process modernization projects. Responsible for transitioning of existing organizations or project teams in accomplishing the organization’s goals or project activities and objectives through improved use of internet and other automated processes. Support activity and data modeling, development of modern business methods, identification of best practices, and creating and assessing performance measurements. Provide group facilitation, interviewing, training, and additional forms of knowledge transfer. Key coordinator between customers and multiple project teams to ensure enterprise-wide integration of reengineering efforts and application of best practice including e-business practices. May provide daily supervision and direction to other contractor business reengineering specialists and web architects. Commensurate education and experience.
Chief Information Security Officer

Responsible for determining enterprise information security standards. Develop and implements information security standards and procedures. Provide tactical information security advice and examining the ramifications of new technologies. Ensure that all information systems are functional and secure.

Communications Hardware Specialist

Analyze network and computer communications hardware characteristics and recommends equipment procurement, removals, and modifications. Add, delete, and modify, as required, host, terminal, and network devices. Assist and coordinate with communications network specialists in the area of communication software. Analyze and implement communications standards and protocols according to site requirements.

Communications Network Manager

Evaluate communication hardware and software, troubleshoot local-, metropolitan-, and wide-area networks (LAN/MAN/WAN) and other network related problems; provide technical expertise for performance and configuration of networks. Perform general LAN/MAN/WAN administration; provide technical leadership in the integration and test of complex large-scale computer integrated networks. Schedule conversions and cutovers. Oversee network control center. Supervise maintenance of systems. Coordinate with all responsible users and sites. Supervise staff.

Communications Software Specialist

Analyze network and computer communications software characteristics and recommend software procurement, removals, and modifications. Add, delete, and modify as required, host, terminal, and network devices in light of discerned software needs/problems. Assist and coordinate with communications network specialists in the area of communications software.

Communications Specialist

Analyze network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes, and throughput) and recommend procurement, removals, and modifications to network components. Design and optimize network topologies and site configurations. Plan installations, transitions, and cutovers of network components and capabilities. Coordinate requirements with users and suppliers.

Computer Data Librarian

Maintain library of media (tapes, diskettes, CD-ROMs, videos, CDs, cassettes) used to store record information or provide back-up for automatic data processing applications. Classify, catalog, and store items in accordance with standardized system. Issues media for processing on request. Maintain record of items received, stored, issued, and returned. Examine returned media for damage or excessive wear to determine if they need replacing.

Computer Scientist

Act as a senior consultant in complex or mission critical client requirements. Develop, modify, and apply computer modeling and programming applications to analyze and solve mathematical and scientific problems affecting system and program performance. Participate in all phases of scientific and engineering projects such as research, design, development, testing, modeling, simulating, training, and documentation.
Computer Security Systems Specialist

**Level I** - Analyze and defines security requirements for Multilevel Security (MLS) issues. Design, develop, engineer, and implement solutions to MLS requirements. Gather and organize technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Perform risk analyses which also includes risk assessment.

**Level II** - Analyze and defines security requirements for MLS issues. Design, develop, engineer, and implement solutions to MLS requirements. Guide effort to gather and organize technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Perform risk analyses which also includes risk assessment. Develop security standards.

**Level III** - Design, develop, engineer, and implement solutions to MLS requirements. Perform complex risk analyses which also include risk assessment. Establish and satisfy information assurance and security requirements based upon the analysis of user, policy, regulatory, and resource demands. Support customers at the highest levels in the development and implementation of doctrine and policies. Apply know-how to government and commercial common user systems, as well as to dedicated special purpose systems requiring specialized security features and procedures. Perform analysis, design, and development of security features for system architectures.

Computer Systems Analyst

**Level I** - Analyze information requirements. Evaluate analytically and systematically problems of workflow, organization, and planning and assists Senior Computer Systems Analyst and Computer Systems Analyst develop appropriate corrective action. Help develop plans for automated information systems from project inception to conclusion. Define the problem, and develop system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Under the supervision of a Senior Computer Systems Analyst or a Computer Systems Analyst, coordinate closely with programmers to ensure proper implementation of program and system specifications. Develop, in conjunction with functional users, system alternative solutions.

**Level II** - Analyze and develop computer software possessing a wide range of capabilities, including numerous engineering, business, and records management functions. Develop plans for automated information systems from project inception to conclusion. Analyze user interfaces, maintain hardware and software performance tuning, analyze workload and computer usage, maintain interfaces with outside systems, analyze downtimes, and analyze proposed system modifications, upgrades and new COTS. Analyze the problem and the information to be processed. Define the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinate closely with programmers to ensure proper implementation of program and system specifications. Develop, in conjunction with functional users, system alternative solutions.

**Level III** - Provide technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. Coordinate with the Project and/or Program Manager to ensure problem solution and user satisfaction. Make recommendations, if needed, for approval of major systems installations. Prepare milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives. Provide daily supervision and direction to support staff.
**Configuration Management Specialist**

Provide configuration management planning. Describe provisions for configuration identification, change control, configuration status accounting, and configuration audits. Regulate the change process so that only approved and validated changes are incorporated into product documents and related software.

**Cost Analyst**

**Level I** - Perform functional economic analysis to evaluate the costs of alternative ways to accomplish functional objectives, analyze investment costs, benefits, and risks as a net change to the functional baseline cost, and the cost of doing business now and in the future, ensuring that cross-functional, security, and other integration issues are addressed. Commensurate education and training.

**Level II** - Perform complex functional economic analysis to evaluate the costs of alternative ways to accomplish functional objectives, analyze investment costs, benefits, and risks as a net change to the functional baseline cost, and the cost of doing business now and in the future, ensuring that cross-functional, security, and other integration issues are addressed. Commensurate education and training.

**Data Entry Clerk**

Perform data entry via on-line data terminal, key-to-tape, key-to-disk, or similar device. Verify data entered, where applicable.

**Data Migration Design Architect**

Responsible for facilitating data migration architecture work for projects, design projects, transitions and transformation projects, and special projects. Strong architectural design, technical leadership, project planning, and communication skills. Proficient with designing solutions and leading implementation projects for current backup/recovery, storage disk/SAN, virtualization, and data migration technologies. Support Solution Design, Assurance, and Transition Processes. Participate in and provide active leadership in technical and delivery reviews. Ensure effective solution designs that minimize risk, use best practices, and service products and appropriate sourcing strategies. Must understand file system dependencies and relationships with physical and logical storage devices and servers. Design data flow from application through operating system through storage network to logical storage volume on storage device. Design temporary storage environments to support migration. Analyze impact to storage environment during migration, and correct storage environment as needed. Design back-out plans for failed migration attempts as well as recovery plans to complete migration. Build migration test plans and build data validation plans based on operating system dependencies. Detect and prevent silent data corruption during migration. Experience: 7 – 10 Years; Masters Degree or Equivalent Experience

**Data Security Specialist**

Provide support to plan, coordinate, and implement the organization’s information security. Provide support for facilitating and helping agencies identify their current security infrastructure and define future programs, design and implementation of fire-wall and other related security issues on LANs/WANs. A working knowledge of several of the following areas is required: understanding of business security practices and procedures; knowledge of current security tools available; hardware/software firewalls and their implementation; different communication protocols; encryption techniques/tools; familiarity with commercial products (ex. - Domain Name Systems, public–key encryption technology, Smartcard, Cyberguard, TimeStep), and current Internet and electronic commerce technology.
Data Standardization Specialist
Provide technical support in the evaluation of prime object names, data elements, and other objects. Evaluate proposed objects and their attributes. Ensure that proposed object definitions are clear, concise, technically correct, and that they represent singular concepts. Ensure that the values of object attributes and domains are accurate and correct. Ensure that the proposed objects are consistent with data and process models.

Data Warehousing Administrator
Coordinate the data administration technical function for both data warehouse development and maintenance. Facilitate change control, problem management, and communication among data architects, programmers, analysts, and engineers. Establish and enforce processes to ensure a consistent, well managed, and well integrated data warehouse infrastructure.

Data Warehouse Analyst
Design, implement and support data warehousing. Implement business rules via stored procedures, middleware, or other technologies. Define user interfaces and functional specifications.

Data Warehouse Programmer
Provide product support and maintenance of the data warehouse. Perform data warehouse design and construction. Prepare/implement data verification and testing methods for the data warehouse.

Database Administrator
Analyze database requirements of assigned projects. Analyze and determine information needs and elements, database relationships and attributes, proposed manipulation, data flow and storage requirements, and data output and reporting capabilities. Apply knowledge of database management systems to coordinate maintenance and changes to databases. Test and implement changes or new database designs. Write logical and physical database descriptions, including location, space, access method, and security requirements. Provide direction to programmers and analysts as required to affect changes to database management systems. Provide answers to database questions. Knowledge of and ability to monitor databases and to analyze and organize data and apply new technology designs and programs.

Database Management Specialist
Level I – Provide administrative support specifically dedicated to the requirements of the project team. Perform data entry, queries data research and reports generation activities. Knowledge of relational database environment.

Level II – Provide highly technical expertise in the use of DBMS. Evaluate and recommend available DBMS products to support validated user requirements. Define file organization, indexing methods, and security procedures for specific user applications. Test and assist in the implementation of changes or new database designs. Monitor database usage and statistics. Knowledge of relational database environment.

Level III – Manage the development of data base projects. Plan and budget staff and data base resources. When necessary, reallocate resources to maximize benefits. Prepare and deliver presentations on DBMS concepts. Provide daily supervision and direction to support staff. Extensive knowledge of relational database environment.
Database Specialist

While these descriptions are similar in scope, the differences would be the required education and experience.

**Level I** – Evaluate and recommend available DBMS products to meet user requirements. Determine file organization, indexing methods, and security procedures for specific user application. Commensurate experience and education.

**Level II** – Evaluate and recommend available DBMS products to meet user requirements. Determine file organization, indexing methods, and security procedures for specific user application. Commensurate experience and education.

**Level III** – Evaluate and recommend available DBMS products to meet user requirements. Determine file organization, indexing methods, and security procedures for specific user application. Commensurate experience and education.

**Deployment Team Lead**

Support all phases of planning and execution of product deployment to include but not limited to: site survey, site preparation, Identify hardware and spares, order hardware and spares, document system baseline and network settings, develop installation procedures, apply Certification & Accreditation settings, verify installation procedures by setting up the system at the test facility according to instructions, audit system according to system baseline to ensure installation is valid, utilize CM for baseline control, install and build product on production network, chair Configuration Control Board to ensure documentation of all changes, develop material for and support PDR, CDR, and PSR. The Deployment Lead shall also be responsible for developing Site Survey Report, Site Installation Plan (SIP), and Transportation Plan. Experience: 3-5 Years; Bachelor Degree or Equivalent Experience

**Deputy Deployment Manager**

Technical subject matter expert and primary liaison between the Customer and the Project Team in deploying the required hardware and software. Develop a Deployment Plan and Deployment Schedule that defines hardware/software deployment tasks, required resources, and key milestones to procure, configure, and migrate. Provide senior technical expertise to Deployment Engineers, as needed, to diagnose and/or resolve technical issues arising during deployment. Coordinate and monitor status of the deployment tasks. Provide recommendations for resolving issues occurring during the deployment effort. Provide detailed verbal and written communication on status of the deployment project plan and associated risks and issues. Support the establishment of new test and production environments. Support the obtaining of requisite information assurance approvals. Experience: 7 - 10 Years; Bachelor Degree or Equivalent Experience

**Disaster Recovery Specialist**

Previous experience in business recovery or disaster recovery planning required. General knowledge of business processes, management structures, and technology programs/platforms are preferred. Strong verbal and written communications skills are desirable. Provide support in the development of a government agencies emergency management and business recovery plans; perform functions pertaining to the agencies business risk assessments; review and develop business recovery strategies; draft procedures for identifying failures and invoking contingency plans; create response procedures and identifying communications channels; communicate with various response teams during testing and actual execution of recovery procedures. Support the design, development, installation, implementation and administration of backup solutions. Make recommendations to the user community and the operations group on system enhancements.
**Document Control Specialist**

**Level I** - Track and maintain the location of records utilizing a personal computer based tracking system. Typically scan bar coded boxes and their locations, update tracking systems as required, archive records, ship and receive records, coordinate the pickup, storage, and delivery of records, perform records searches as requested by clients, maintain logs on the receipt and shipment of records, destroy and archive documents, and prepare periodic inventories of records. Work normally requires lifting boxes of medium weight throughout the day. Commensurate experience and education.

**Level II** – Track and maintain the location of records utilizing a personal computer based tracking system. Typically scan bar coded boxes and their locations, update tracking systems as required, backup databases on a daily basis, archive records, ship and receive records, coordinate the pickup, storage, and delivery of records, monitor the movement of records through all tasks from initial receipt through final destruction or archiving, perform records searches as requested by clients, maintain logs on the receipt and shipment of records, destroy and archive documents, and prepare periodic inventories of records. Prioritize various tasks, interpret specific instructions, and apply creative problem solving techniques in a variety of situations. Work normally requires lifting boxes of medium weight throughout the day. Commensurate experience and education.

**Level III** – Track and maintain the location of records utilizing a personal computer based tracking system. Typically scan bar coded boxes and their locations, update tracking systems as required, backup databases on a daily basis, archive records, ship and receive records, coordinate the pickup, storage, and delivery of records, monitor the movement of records through all tasks from initial receipt through final destruction or archiving, perform records searches as requested by clients, maintain logs on the receipt and +shipment of records, destroy and archive documents, and prepare periodic inventories of records. Work normally requires lifting boxes of medium weight throughout the day. Prioritize various tasks, interpret specific instructions, and apply creative problem solving techniques in a variety of situations. May supervise other document center staff. Commensurate experience and education.

**Documentation Specialist**

Gathers, analyzes and composes technical information. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel. Preparation of technical documentation for assigned projects in accordance with defined Industry Standards and requirements defined by individual task orders. Provides functional guidance, supervision, educational and technical support and quality assurance/quality control as necessary. Supports senior staff as required and ensures customer requirements and project milestones are met. Experience: 1 – 3 Years; High School Diploma

**Document Support Specialist**

**Level I** – Edit, type, and prepare memoranda of a technical and/or managerial nature. Maintain logs relating to work in progress, meetings, etc. Prepare specialized communications, maintain logs on communications sent and received, arrange and log special shipments of records. Documentation will often involve flow diagrams, configuration drawings, functional systems flow diagrams, graphics, etc. Knowledge of the use of word processing software. Commensurate experience and education.

**Level II** – Edit, type, and prepare memoranda of a technical and/or managerial nature. Maintain logs relating to work in progress, meetings, etc. Prepare specialized communications, maintain logs on communications sent and received, arrange and log special shipments of records. Documentation will often involve flow diagrams, configuration drawings, functional systems flow diagrams, graphics, etc.
Knowledge of the use of word processing software and the use of advanced software features such as style sheets and macros. Commensurate experience and education.

**Facilitator**

Assist group members of teams formed in developing information system specifications and functionality to communicate their ideas, information, and opinions more effectively. Manage the team meetings and workshops. Keep the team focused on the subject at hand to achieve objectives. Assures discussions are brought to conclusion.

**Field Engineer**

Provides technical knowledge and skill in using specialized applications in the areas specified in the order. Experienced in the operational environment and using high-level functional systems analysis, design, integration, documentation, and implementation methodologies on complex problems that require in-depth knowledge of the subject matter for effective implementation. Participates as needed in all phases of engineering design and software development with emphasis on the planning, analysis, testing, integration, documentation and presentation phases. Applies principles, methods and knowledge of the functional area of expertise to specific order requirements and in the process uses advanced mathematical principles and methods to arrive at practical, innovative solutions. Designs and prepares technical reports, data bases, studies, and related documentation, makes charts and graphs to record results. Prepares and delivers presentations and briefings as required by the order. Has knowledge of security requirements for specialized information transfer applications and is skilled in preparing technical reports and providing other services required by the order. Experience: 1 – 3 Years; Bachelor Degree or Equivalent Experience

**Financial Analyst - IT**

Typically determine the feasibility of automating government financial business practices. Support definition of government financial business practices and incorporate processes into an automated solution. Assist in applying sound accounting and data processing principles. Integrate government financial business practices. Identify potential problems and solutions through analysis and recommends solutions. Work with functional specialists, vendors, and customers to effectively automate requirements. Apply applications, while adhering to established accounting principles and practices.

**Functional Analyst**

**Level I** – Analyze user needs to determine functional and cross-functional requirements. Perform functional allocation to identify required tasks and their interrelationships. Identify resources required for each task.

**Level II** – Analyze user needs to determine functional and cross-functional requirements. Perform functional allocation to identify required tasks and their interrelationships. Identify resources required for each task. Provide daily supervision and direction to support staff.

**General Clerk**

**Level I** – Perform simple repetitive tasks such as filing pre-coded documents in a chronological file or operating office equipment, e.g., photocopy, addressograph or mailing machine, microfilming, and electronic imaging. Normally requires an eye for detail in performing all document related tasks. Commensurate education and experience.
Level II – Perform repetitive clerical steps performed in a prescribed or slightly varied sequence, such as coding and filing documents in an extensive alphabetical file, simple posting to individual accounts, opening mail, running mail through metering machines, and calculating and posting charges to departmental accounts. May have responsibility for preparing a variety of documents for microfilming and electronic imaging using written guidelines. Work requires an eye for detail in performing all document related tasks. Commensurate education and experience.

Level III – Perform tasks that require the selection of the appropriate methods from a wide variety of procedures that may require an interpretation and/or adaptation of guidelines. The clerical steps often vary in type or sequence, depending on the task. Recognized problems are referred to others. Often required to assist less experienced staff in the performance of office procedures. Work requires an eye for detail in performing all document related tasks. Commensurate education and experience.

Graphical User Interface Designer

Conceptualize, design, and develop a wide variety of information materials (technical, promotional, informational), such as forms, labels, brochures, meeting and conference handouts, slides, posters, and other presentation aids. Design other visuals such as logos, mastheads, and illustrations for articles in technical manuals, health journals, and other publications using advanced desktop publishing, page layout, and/or typesetting software to design and develop high qualify textual and graphic compositions that communicate complex technical information. Develop systems for scheduling and tracking requests for graphics/artwork to insure timely and efficient completion of all work products.

Graphics Specialist

Provide specialized expertise in the design and layout of graphical user interfaces, particularly, screen layouts and functionality for client-server applications (e.g. Microsoft Windows presentation screens). Conduct studies, testing and evaluation of screen prototypes for functionality, ease of use, efficiency, and accuracy.

Hardware Draftsman

Develop engineering drawings, using computer based drawing packages such as Aptitude. Develop engineering drawings for site plans, electrical interconnect, and mechanical plans for specialized hardware.

Hardware Installation Technician

Level I – Conduct site surveys; assess and document current site network configuration and user requirements. Design and optimize network topologies. Analyze existing requirements and prepare specifications for hardware acquisitions. Prepare engineering plans and site installation Technical Design Packages. Develop hardware installation schedules. Prepare drawings documenting configuration changes at each site. Prepare site installation and test reports. Configure computers, communications devices, and peripheral equipment. Install network hardware. Train site personnel in proper use of hardware. Build specialized interconnecting cables.

Level II – Organize and direct hardware installations on site surveys. Assess and document current site network configuration and user requirements. Design and optimize network topologies. Analyze and develop new hardware requirements and prepare specifications for hardware acquisitions. Direct and lead preparation of engineering plans and site installation Technical Design Packages. Develop hardware installation schedules. Mobilize installation team. Direct and lead preparation of drawings documenting configuration changes at each site. Prepare site installation and test reports. Coordinate post installation operations and maintenance support.
**Hardware Specialist - Information Technology**

Review computer systems in terms of machine capabilities and man-machine interface. Prepare reports and studies concerning hardware. Prepare functional requirements and specifications for hardware acquisitions. Ensure that problems have been properly identified and solutions will satisfy the user’s requirements.

**Help Desk Manager**

Provide daily supervision and direction to staff who are responsible for phone and in-person support to users in the areas of e-mail, directories, computer operating systems, desktop applications for all types of computer systems, and applications developed or deployed under this contract. Serve as the first point of contact for troubleshooting hardware/software, all types of computer systems (PC and Mac), and printer problems.

**Help Desk Specialist**

Provide phone, email, web, and in-person support to users in the areas of e-mail, directories, computer operating systems, desktop applications for all types of computer systems, and applications developed or deployed under this contract. Serve as the first point of contact for troubleshooting hardware/software, all types of computer systems (PC and Mac), and printer problems.

**Information Engineer**

**Level I** – Apply business process improvement practices to re-engineer methodologies/principles and business process modernization projects. Apply, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques. Assist in establishing standards for information systems procedures. Develop and apply organization-wide information models for use in designing and building integrated, shared software and database management systems and data warehouses. Construct sound, logical business improvement opportunities consistent with corporate Information Management guiding principles, cost savings, and open system architecture objectives.

**Level II** – Apply an enterprise-wide set of disciplines for the planning, analysis, design and construction of information systems on an enterprise-wide basis or across a major sector of the enterprise. Develop analytical and computational techniques and methodology for problem solutions. Perform enterprise wide strategic systems planning, business information planning, business and analysis. Perform process and data modeling in support of the planning and analysis efforts using both manual and automated tools; such as Integrated Computer-Aided Software Engineering tools. Apply reverse engineering and re-engineering disciplines to develop migration strategic and planning documents. Provide technical guidance in software engineering techniques and automated support tools. Provide daily supervision and direction to staff.

**Information Resource Management Analyst**

Ensures problem resolution and customer satisfaction for individual task orders. Perform technical and administrative efforts for tasks, including review of work products for correctness, compliance with industry-accepted standards, federal government legislative and regulatory requirements and user standards specified in task orders. Develop requirements of IT product/service (including specifications, feasibility studies, requirement analysis, etc.) from inception to conclusion on simple to complex projects.
**Information Systems Training Specialist**

Provide support for coordinating, developing, and delivering computer-related training to the user community. Provide second level support and coordinate training with help desks. Provide standards, services, and guidance on IT related training programs that are designed to enable government agency personnel to use information technologies and systems more productively. Services include the development, delivery, and/or coordination of training courses and materials that address specific agency needs. Possess thorough knowledge of appropriate hardware and software (ex. PCs, Microsoft (MS) Windows, MS Office, and applications such as from SAP and Peoplesoft). Understand computer functions and related technical terminology and how they are applied in everyday business situations. Possess exceptional interpersonal skills and superior oral and written communication skills.

**IT Policy/Legislative Specialist**

Assist in interpreting and implementing IT public policy initiatives. Typical support includes assistance with long-term strategy development, tracking legislation, and making policy recommendations. Meet with client often on a daily basis to relay progress and establish priorities.

**IT Strategic/Capital Planner**

Provide strategic planning of large projects or a significant segment of a strategic planning portion of a large complex project. Provide the overall approach to clarify mission statements so they can be used as springboards in envisioning their desired future. Assist in developing mission and vision statements, subsequent goal delineation, provide guidance for building operational plans and specifying measurable outcomes to include capital outlay planning efforts in a consolidated strategic planning process and prioritizes those initiatives. Assist in preparation of key strategic planning documentation, including Office of Management and Budget (OMB) Form 300.

**Knowledge Management Specialist**

Assist in the design, development, and implementation of Knowledge Management (KM) strategies. Apply expertise in KM tools and deploy information management and content management strategies and experience. Comprehend and recognize key barriers to KM behavioral change and develop effective change management programs. Analyze business processes, interview stakeholders, and evaluate strategic and IT plans to develop KM programs. Develop KM governance structures and processes for implementing KM programs and systems and provide consulting thought leadership on current best practices in KM, portal design, and intellectual capital and content management.

**Lead Engineer**

Provides principal subject matter technical expertise and skill in using specialized applications in the areas specified in the order. Has a keen understanding of every step within the full life-cycle development process through personal work experience within a large-scale communications project. Experienced in the operational environment and using high-level functional systems analysis, design, integration, documentation, and implementation methodologies on complex problems that require in-depth knowledge of the subject matter for effective implementation. Participates as needed in all phases of engineering design and software development with emphasis on the planning, analysis, testing, integration, documentation and presentation phases. Applies principles, methods and knowledge of the functional area of expertise to specific order requirements and in the process uses advanced mathematical principles and methods to arrive at practical, innovative solutions. Initiates technical reports, data bases, studies, and related documentation, makes charts and graphs to record results. Prepares and delivers presentations and briefings as required by the order. Has expert knowledge of security requirements for specialized information transfer applications and is skilled in...
preparing technical reports and providing other services required by the order. Works in a consultant
capacity between the client and the project team to assure requirements are met. Experience: 7 – 10
Years; Master’s Degree or Equivalent Experience

**Modeling and Simulation Specialist**

Specify, design, develop, implement, and support projects that focus on dynamic or static modeling and
simulation. Provide expertise in the application of modeling and simulation to design, engineering
analysis, and control applications.

**Network Administrator**

Support the installation, implementation, troubleshooting, and maintenance of agency wide-area
networks (WANs) and local-area networks (LANs). Assist in designing and managing the WAN
infrastructure and any processes related to the WAN. Provide Production Support of the Network,
including: day-to-day operations, monitoring and problem resolution client Networks. Provide second
level problem identification, diagnosis and resolution of problems. Support the dispatch of circuit and
hardware vendors involved in the resolution process. Support the escalation and communication of
status to agency management and internal customers. A working knowledge is desirable in various
software systems and architectures, communications protocols: and network hardware devices.

**Network Draftsman**

Develop engineering drawings, using computer based drawing packages such as Aptitude. Develop
engineering drawings for site plans, network configuration and design.

**Network Engineer**

Must have proven technical ability in LAN/WAN design and implementation. Excellent understanding of
TCP/IP and routing protocols is needed. Attention to detail is required in managing complex changes to
customer networks. Act as the technology lead for designing the network and security platforms and
technical lead supporting network. Other responsibilities include security audits, assessments, design,
implementation and configuration. Provides leadership, direction and vision in the support and
deployment of network and security technologies. Works with project managers, business analysts and
contractors on security solutions to address customer’s security requirements. Researches and
provides information on security related solutions. Performs software evaluations and testing of new
and existing security solutions. Functions as a third level support resource on network products and
problems that are in use. Must be able to assume responsibility and work autonomously in a
professional manner. Can install, configure, and operate networks in highly complex environments with
specific protocols and instruct and direct those doing these tasks as well. Can assume management
responsibilities if required. Experience: 5 - 7 Years; Bachelor Degree or Equivalent Experience

**Network Installation Technician**

**Level I** – Conduct site surveys. Assess and document current site network configuration and user
requirements. Design and optimize network topologies. Follow engineering plans and site installation
Technical Design Packages. Develop installation schedules. Work with network installation team. Assist
in the preparation of drawing and documenting configuration changes at each site. Prepare site
installation and test reports.

**Level II** – Organize and direct network installations on site surveys. Assess and document current site
network configuration and user requirements. Design and optimize network topologies. Direct and lead
preparation of engineering plans and site installation Technical Design Packages. Develop installation...
schedules. Mobilize network installation team. Direct and lead preparation of drawings documenting configuration changes at each site. Prepare site installation and test reports. Coordinate post installation operations and maintenance support.

**Network Support Technician**

Provide support to monitor, install and perform maintenance on personal computers, laptop computers, software, and networks. Provide support in responding to system user requests for assistance. Provide support for on-the-spot diagnostic evaluations, implementation of corrections, and training users in proper operation of systems and programs. Provide support to: install and provide basic support for approved PC software; perform upgrades to all computer platforms, train office staff on computers, maintain logs and inventory of equipment repairs, assist in administering all computer platforms as directed and assist in resolving any operations problems. Support the agency LAN Administrator with server maintenance and administration. Require general knowledge of network products including, but not limited to, Novell, CISCO, and UNIX.

**Operations Manager**

Manage computer operations. Ensure production schedules are met. Ensures computer system resources are used effectively. Coordinate the resolution of production-related problems. Ensure proper relationships are established between customers, teaming partners, and vendors to facilitate the delivery of information technology services. Provide users with computer output. Supervise staff operations.

**Procurement Product Specialist**

Provide analysis, design, development, testing, and implementation of computer software in support of a range of functional and technical requirements to provide support for procurement software development tasks. Provide expertise in procurement processing to develop automated systems.

**Program Administration Specialist**

Assist in the preparation of management plans and reports. Coordinate schedules to facilitate completion of proposals, contract deliverables, task order review, briefings/presentations, and in-process review preparation. Perform analysis, development, and review of program administrative operating procedures.

**Program Analyst**

Provide analytical consultative services required to administer programs throughout all phases of business requirements analysis, software design, system and performance testing, and implementation. Analyze and review budget, schedule, and other program resources. Identify resource shortfalls and make corrective recommendations. Participate in analysis sessions to provide program requirements. Review the business and system, software and system integration requirements to ensure the requirements meet the program needs. Consider alternatives and develop recommendations. Identify, communicate and resolve risks. Identify and resolve issues to eliminate or mitigate the occurrence of consequences that may impact the success of the project. Research and analyze resource material. Monitor system tests; reviews test results; identify project issues.

**Program Manager**

Serves as the contractor's single contract manager, and shall be the contractor's authorized interface with contract level Contracting Officer's Representative (COR), government management personnel
and customer agency representatives. Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes, and goals of the organization to subordinates. Shall be responsible for the overall contract performance and shall not serve in any other capacity. Experience: 7 – 10 Years; Master’s Degree or Equivalent Experience

Program Manager II
Serve as the program manager typically responsible for organizing, directing, and managing all aspects of contract operational support functions involving multiple complex and inter-related project tasks that often require managing teams of contractor personnel at multiple locations. Provide overall direction of program activities. Manage and maintain contractor interface with the senior levels of the customer’s organization. Consult with customer and contractor personnel to formulate and review task plans and deliverables, ensuring conformance with program and project task schedules and costs and contractual obligations. Establish and maintain technical and financial reports to show progress of projects to management and customers, organize and assign responsibilities to subordinates, oversee the successful completion of all assigned tasks, and assume the initiative and provide support to marketing personnel in identifying and acquiring potential business. Experience: 10 – 15 Years; Master’s Degree or Equivalent Experience

Project Controller
Direct all financial management and administrative activities, such as budgeting, manpower and resource planning and financial reporting. Perform complex evaluations of existing procedures, processes, techniques, models, and/or systems related to management problems or contractual issues, which would require a report and recommend solutions. Develop work breakdown structures, prepare charts, tables, graphs, and diagrams to assist in analyzing problems. Provide daily supervision and direction to staff. Experience: 7 - 10 Years; Masters Degree or Equivalent Experience

Project Coordinator
Under the direction of the Manager, provides project management and administrative support services to one or more long-term or short-term regional projects. Conducts assignments as proposal preparation team member and related new business work. Organize a constant flow of documents moving in and out of the project. Provide advice on organization, maintain version control of electronic files, continually update all stakeholders on policies, procedures, and changed material on the site, and draft material regarding information on portal postings. Experience: 1 – 3 Years; Bachelor Degree or Equivalent Experience

Project Manager
Typically oversee all aspects of the project, leading a team on large projects or a significant segment of large and complex projects. Analyze new and complex project-related problems and create innovative solutions that normally involve the schedule, technology, methodology, tools, solution components, and financial management of the project. Provide applications systems analysis and long and short-range plans for application selection, systems development, systems maintenance, and production activities for necessary support resources. Experience: 5 - 7 Years; Bachelor Degree or Equivalent Experience

Quality Assurance Analyst
Provide technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, review of program documentation to assure government standards/requirements are
adhered to, and for progress in accordance with schedules. Coordinate with the Project Manager and/or Quality Assurance Manager to ensure that problems are solved to the user’s satisfaction. Make recommendations, if needed, for approval of major systems installations. Prepare milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives.

**Quality Assurance Manager**

Establish and maintain a process for evaluating software and associated documentation. Determine the resources required for quality control. Maintain the level of quality throughout the software life cycle. Conduct formal and informal reviews at pre-determined points throughout the development life cycle. Provide daily supervision and direction to support staff.

**Quality Assurance Specialist**

Develop and implement quality control methodologies to ensure compliance with quality assurance standards, guidelines, and procedures in a large computer-based organization. Develop and define major and minor characteristics of quality including quality metrics and scoring parameters and determines requisite quality control resources for an actual task order. Establish and maintain a process for evaluating hardware, software, and associated documentation and/or assist in the evaluation. Conduct and/or participate in formal and informal reviews at pre-determined points throughout the development life cycle.

**Records Management Specialist**

Coordinate and track document requests following the guidance of the National Archives and Records Administration (NARA) and Federal Records Center (FRC). Coordinate classification reviews as required. Submit documents and track in a database. Answer customer requests for documents or assistance. Prepare expired records for destruction. Record receipt and storage including indexing. Populate databases. Perform database queries. Perform quality control of box contents. Perform inventory reconciliations. Provide classified mail services if required.

**Senior Field Engineer**

Provides technical expertise and skill in using specialized applications in the areas specified in the order. Has a strong understanding of every step within the full life-cycle development process. Experienced in the operational environment and using high-level functional systems analysis, design, integration, documentation, and implementation methodologies on complex problems that require in-depth knowledge of the subject matter for effective implementation. Participates as needed in all phases of engineering design and software development with emphasis on the planning, analysis, testing, integration, documentation and presentation phases. Applies principles, methods and knowledge of the functional area of expertise to specific order requirements and in the process uses advanced mathematical principles and methods to arrive at practical, innovative solutions. Plans and prepares technical reports, data bases, studies, and related documentation, makes charts and graphs to record results. Prepares and delivers presentations and briefings as required by the order. Has expert knowledge of security requirements for specialized information transfer applications and is skilled in preparing technical reports and providing other services required by the order. Experience: 3 – 5 Years; Bachelor Degree or Equivalent Experience

**Senior Project Manager**

Typically oversee all aspects of the project, leading a team on large projects or a significant segment of large and complex projects. Analyze new and complex project-related problems and create innovative
solutions that normally involve the schedule, technology, methodology, tools, solution components, and financial management of the project. Provide applications systems analysis and long and short-range plans for application selection, systems development, systems maintenance, and production activities for necessary support resources. Experience: 8 – 10 Years; Master’s Degree or Equivalent Experience

**Senior Telecommunication Technician 1**

Formulate and develop communications requirements and design standards. Perform complex studies to determine networking capacities and reliability, and make recommendations to augment and/or enhance existing communications networks. Provide technical problem diagnoses and resolution support for all associated subsystems, including line monitoring, modem loop-back tests, LAN performance monitoring and terminal failure determination. Provide hardware and software installation and configuration support. Experience: 5 – 7 Years; Bachelor Degree or Equivalent Experience

**Software Associate**

Under general direction, conducts or participates in multidisciplinary research and collaborates with equipment designers and/or hardware engineers in the planning, design, development, and utilization of electronic data processing systems software. Determines application user needs; advises hardware designers on machine characteristics that affect software systems such as storage capacity, processing speed, and input/output requirements; designs and develops compilers and assemblers, utility programs, and operating systems. Experience: 3 – 5 Years; Bachelor Degree or Equivalent Experience

**Software Engineer**

Under general direction, conducts or participates in multidisciplinary research and collaborates with equipment designers and/or hardware engineers in the planning, design, development, and utilization of electronic data processing systems software. Determines application user needs; advises hardware designers on machine characteristics that affect software systems such as storage capacity, processing speed, and input/output requirements; designs and develops compilers and assemblers, utility programs, and operating systems. Experience: 5 – 7 Years; Bachelor Degree or Equivalent Experience

**Storage Management Engineer – Junior**

Analyzes functional business requirements and design specifications for functional activities. Provides identification/fixing for the problems within existing systems design/implementation of new systems, enhances the existing systems and participates in analysis, design and new construction of next generation IT systems. Responsible for understanding the needs of the customers and the realities of commercially available IT products and for creating requirements that will allow implementation by the architecture and engineering team and COTS products. Zone servers in a SAN environment; allocate storage to windows and UNIX servers using tools. Provide reports on storage utilization and uptime of the storage arrays and servers attached to SAN. Coordinates with client management to formulate complex technical solutions. Informs client management of appropriate developments in technical support products. Must be able to allocate storage to servers with EMC tools. Evaluates products and upgrades for appropriateness. Oversees and implements system upgrade strategies. Leads the design, implementation, and maintenance of complex solutions. Coordinates activities with other technical personnel as appropriate. Develops and analyzes highly complex system standards, thresholds, and recommendations to maximize system performance. Conducts capacity planning reviews with management and approves capacity plans. Develops strategies to manage the frequency of appropriate support package/patch application. Monitors database maintenance and provides appropriate recommendations, when required. Coordinates with business development personnel on proposals and work estimates involving highly complex system administration projects and solutions.
Researches current systems technology and serves as subject matter expert on complex systems processes and procedures.

**Storage Management Engineer – Senior**

In-depth experience managing, consulting, and implementing large, complex interconnected and storage systems. Complete knowledge of IT infrastructure as it relates to all aspects of storage including; architecture, file systems, storage resource management. Zone servers in a SAN environment; allocate storage to windows and UNIX servers using tools. Provide reports on storage utilization and uptime of the storage arrays and servers attached to SAN. Coordinates with client management to formulate complex technical solutions. Informs client management of appropriate developments in technical support products. Must be able to allocate storage to servers with EMC tools. Evaluates products and upgrades for appropriateness. Oversees and implements system upgrade strategies. Leads the design, implementation, and maintenance of complex solutions. Coordinates activities with other technical personnel as appropriate. Develops and analyzes highly complex system standards, thresholds, and recommendations to maximize system performance. Conducts capacity planning reviews with management and approves capacity plans. Develops strategies to manage the frequency of appropriate support package/patch application. Monitors database maintenance and provides appropriate recommendations, when required. Coordinates with business development personnel on proposals and work estimates involving highly complex system administration projects and solutions. Researches current systems technology and serves as subject matter expert on complex systems processes and procedures. Provides technical leadership to internal and external personnel on highly complex system implementation processes. Mentors and provides guidance to others. Provides technical leadership to appropriate personnel on highly complex system administration activities. Provides technical solutions and escalated support for non-routine, highly complex technical issues.

**Subject Matter Expert**

**Level I** – Provide technical knowledge and analysis of highly specialized applications and operational environment, high-level functional systems analysis, design, integration, documentation and implementation advice on moderately complex problems that require an appropriate level of knowledge of the subject matter for effective implementation. Apply principles, methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions. Assist other senior consultants with analysis and evaluation and with the preparation of recommendations for system improvements, optimization, development, and/or maintenance efforts in the following specialties: information systems architecture, networking; telecommunications, automation; communications protocols, risk management/electronic analysis, software; lifecycle management, software development methodologies, and modeling and simulation. Commensurate experience in IT and in new and related older technology that directly relates to the required area of expertise.

**Level II** – Analyze user needs to determine functional requirements and define problems and develop plans and requirements in the subject matter area for moderately complex to complex systems related to information systems architecture, networking; telecommunications, automation, communications protocols, risk management/electronic analysis, software, lifecycle management, software development methodologies, and modeling and simulation. Perform functional allocation to identify required tasks and their interrelationships. Identify resources required for each task. Possess requisite knowledge and expertise so recognized in the professional community that the government is able to qualify the individual as an expert in the field for an actual task order. Demonstrate exceptional oral and written
communication skills. Commensurate experience in IT and in new and related older technology that directly relates to the required area of expertise.

**Level III** – Provide technical, managerial, and administrative direction for problem definition, analysis, requirements development, and implementation for complex to extremely complex systems in the subject matter area. Make recommendations and advise on organization-wide system improvements, optimization or maintenance efforts in the following specialties: information systems architecture; networking; telecommunications; automation; communications protocols; risk management/electronic analysis; software; lifecycle management; software development methodologies; and modeling and simulation. Commensurate experience in IT and in new and related older technology that directly relates to the required area of expertise.

**System Administrator**

**Level I** – Assist with the daily activities of configuration and operation of systems which may be mainframe, mini, or client/server based. Assist with the optimizing of system operation and resource utilization, and perform system capacity analysis and planning. Provide assistance to users in accessing and using business systems. Commensurate experience and education.

**Level II** – Perform the daily activities of configuration and operation of systems which may be mainframe, mini, or client/server based. Perform the optimizing of system operation and resource utilization, and perform system capacity analysis and planning. Provide assistance to users in accessing and using business systems. Commensurate experience and education.

**Level III** – Supervise and manage the daily activities of configuration and operation of systems which may be mainframe, mini, or client/server based. Plan and monitor the optimizing of system operation and resource utilization, and perform systems capacity analysis and planning. Plan and monitor assistance to users in accessing and using business systems. Commensurate experience and education.

**Systems Architect**

**Level I** – Establish system information requirements using analysis of the information engineer(s) in the development of enterprise-wide or large-scale information systems. Design architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Ensure these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems Interconnection (OSI) and ISO reference models, and profiles of standards - such as Institute of Electrical and Electronic Engineers (IEEE) Open Systems Environment (OSE) reference model - as they apply to the implementation and specification of information management solution of the application platform, across the Application Program Interface (API), and the external environment/software application. Ensure that the common operating environment is compliant with the Agency enterprise architecture and applicable reference models. Evaluate analytically and systematically problems of workflows, organization, and planning and develop appropriate corrective action. Provide daily supervision and direction to staff.

**Level II** – Establish system information requirements using analysis of the information engineer(s) in the development of enterprise-wide or large-scale information systems. Design architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Ensure these systems are compatible and in compliance with the standards for open systems architectures, the OSI and ISO reference models, and profiles of standards - such as IEEE OSE reference model - as they apply to the implementation and specification of information management solution of the application platform,
across the API, and the external environment/software application. Ensure that the common operating environment is compliant with the Agency enterprise architecture and applicable reference models. Evaluate analytically and systematically problems of workflows, organization, and planning and develop appropriate corrective action. Provide daily supervision and direction to staff.

**Systems Engineer**

**Level I** – Perform additions and changes to network hardware and operating systems, and attached devices; include investigation, analysis, recommendation, configuration, installation, and testing of new network hardware and software. Provide direct support in the day-to-day operations on network hardware and operating systems, including the evaluation of system utilization, monitoring response time and primary support for detection and correction of operational problems using knowledge of hardware and software installation and maintenance in a PC/LAN_WAN environment. Maintain network infrastructure standards including network communication protocols such as TCP Transport Control Protocol/Internet Protocol (TCP/IP).

**Level II** – Coordinate and/or perform additions and changes to network hardware and operating systems, and attached devices; includes investigation, analysis, recommendation, configuration, installation, and testing of new network hardware and software. Provide direct support in the day-to-day operations on network hardware and operating systems, including the evaluation of system utilization, monitoring response time and primary support for detection and correction of operational problems. Troubleshoot at the physical level of the network, working with network measurement hardware and software, as well as physical checking and testing of hardware devices at the logical level working with communication protocols. Maintain network infrastructure standards including network communication protocols such as TCP/IP. Provide technical consultation, training and support to IT staff as designated by the government.

**Level III** – Supervise, coordinate and/or perform additions and changes to network hardware and operating systems, and attached devices; including investigation, analysis, recommendation, configuration, installation, and testing of new network hardware and software. Provide direct support in the day-to-day operations on network hardware and operating systems including the evaluation of system utilization, monitoring response time and primary support for detection and correction of operational problems. Troubleshoot at the physical level of the network, working with network measurement hardware and software, as well as physical checking and testing of hardware devices at the logical level working with communication protocols. Participate in planning design, technical review and implementation for new network infrastructure hardware and network operating systems for voice and data communication networks. Maintain network infrastructure standards including network communication protocols such as TCP/IP. Provide technical consultation, training and support to IT staff as designated by the government. Diagnose and resolve complex communication problems.

**System Operator**

Monitor and support computer processing. Coordinate input, output, and file media. Distribute output and controls computer operation that may be mainframe, mini, or client/server based.

**System Programmer**

Create and/or maintain operating systems, communications software, data base packages, compilers, assemblers, and utility programs. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications.
Technical Architect – Junior

Under general supervision, performs duties such as site surveys, architecture design, system evaluation, system analysis, and infrastructure assessment. Performs duties on tasks that require expertise in system/processor architecture, wired for management baseline, desktop management interface, SNMP, client/server architecture, operating systems, software applications, network protocols, routers, switches, remote access servers, and firewalls.

Technical Architect – Senior

Performs duties such as site surveys, architecture design, system evaluation, system analysis, and infrastructure assessment. The managed system engineer shall perform duties on tasks that require expertise in system/processor architecture, wired for management baseline, desktop management interface, SNMP, client/server architecture, operating systems, software applications, network protocols, routers, switches, remote access servers, and firewalls.

Technical Consultant 3

Working directly with customer management, applies highly advanced principles, theories and concepts that contribute to sustained technical excellence of solutions. Manages the technical output of other Consultants, or works independently on unstructured problems and issues involving multivariate factors based on factual or hypothetical data-solution may be innovative or original in nature. Defines leading edge concepts for planning, deployment, operation and/or enhancement of advanced telecommunications networks. Guides others on solution paths for resolving problems. Assesses technical and cost impact of military versus commercial functional requirements on options. Establishes technical recommendations in situations where customer has conflicting advice. Provides functional guidance, supervision, technical support, training and quality assurance/quality control to lower level personnel. Supports senior staff as required and ensures customer requirements and project milestones are met. Experience: 10 – 12 Years; Master's Degree or Equivalent Experience

Technical Consultant 4

Works directly with customer management in applying advanced principles, theories and concepts to a wide range of work in the areas of planning, deployment, operation and/or enhancement of advanced telecommunications and information technology systems networks. Works on complex problems and provides solutions that are innovative and often involve re-evaluation of established theories and practices, leading to new and creative solutions to problems. Defines network architecture alternative for interfacing transmission, switching, bandwidth management and network operations equipment and functions. Develops new means of achieving provisioning and billing process/system requirements. Provides practical guidance on deployment planning and for transition. Develops alternative technical solutions in situations where customer has conflicting advice. Provides functional guidance, supervision, technical support, training, and quality assurance/quality control to lower level. Experience: 12 – 15 Years; Master's Degree or Equivalent Experience

Technical Writer/Editor

Level I – Assist in writing and/or editing technical documents, including business proposals, reports, user manuals, briefings and presentations, functional descriptions, system specifications, guidelines, special reports, and other project deliverables to meet contract requirements. Develop outlines and drafts for review and approval by technical specialists and project management ensuring that final documents meet applicable contract requirements and regulations. Research and gather technical and background information for inclusion in project documentation and deliverables. Consult relevant information sources, including library resources, technical and financial documents, and client and
project personnel, to obtain background information, and verify pertinent guidelines and regulations governing project deliverables. Commensurate experience, education, and level of supervision and direction.

**Level II** – Write and/or edit technical documents, including business proposals, reports, user manuals, briefings and presentations, functional descriptions, system specifications, guidelines, special reports, and other project deliverables to meet contract requirements. Develop outlines and drafts for review and approval by technical specialists and project management ensuring that final documents meet applicable contract requirements and regulations. Research and gather technical and background information for inclusion in project documentation and deliverables. Consult relevant information sources, including library resources, technical and financial documents, and client and project personnel, to obtain background information, and verify pertinent guidelines and regulations governing project deliverables. Commensurate experience, education, and level of supervision and direction.

**Level III** – Write and/or edit technical documents, including business proposals, reports, user manuals, briefings and presentations, functional descriptions, system specifications, guidelines, special reports, and other project deliverables to meet contract requirements. Develop outlines and drafts for review and approval by technical specialists and project management ensuring that final documents meet applicable contract requirements and regulations. Research and gather technical and background information for inclusion in project documentation and deliverables. Consult relevant information sources, including library resources, technical and financial documents, and client and project personnel, to obtain background information, and verify pertinent guidelines and regulations governing project deliverables. Commensurate experience, education, and level of supervision and direction.

*Telecommunications Engineer*

**Level I** – Provide support in the translation of business requirements into telecommunications requirements, designs and orders. Provide in-depth engineering analysis of telecommunications alternatives for government agencies in support of their strategic modernization efforts. Provide telecommunications enhancement designs for medium and large-scale telecommunication infrastructures. Provide interface support to telecommunications end users, telecommunications operations personnel, and telecommunications strategic program management. Support telecommunications infrastructure using technology, and telecommunications engineering best practices; Transport Control Protocol / Internet Protocol (TCP/IP), routing protocols, LAN switching, Internet and Intranet systems, and Simple Network Management Protocol (SNMP) based network management systems. Lead design efforts that require in-depth technical knowledge of both wide area and local area communications. Analyze network performance with tools such as Sniffers, Concord Network Health, or Network Informant; network management tools such as Hewlett Packard Openview or Tivoli; the conduct of capacity planning and performance engineering; modeling and simulation tools such as COMNET III, Netmaker Mainstation, NetRule, or OPNET products. Perform comparative analysis of systems and designs based on merit and cost (in terms of capital and ongoing operations); and/or engineering economics (engineering-related cost benefit analysis).

**Level II** – Manage the translation of business requirements into telecommunications requirements, designs and orders. Provide in-depth engineering analysis of telecommunications alternatives for government agencies in support of their strategic modernization efforts. Provide telecommunications enhancement designs for medium and large-scale telecommunication infrastructures. Provide interface support to telecommunications end users, telecommunications operations personnel, and telecommunications strategic program management. Support telecommunications infrastructure using technology, and telecommunications engineering best practices; Transport Control Protocol / Internet Protocol (TCP/IP), routing protocols, LAN switching, Internet and Intranet systems, and Simple Network Management Protocol (SNMP) based network management systems. Lead design efforts that require
in-depth technical knowledge of both wide area and local area communications. Analyze network performance with tools such as Sniffers, Concord Network Health, or Network Informant; network management tools such as Hewlett Packard Openview or Tivoli; the conduct of capacity planning and performance engineering; modeling and simulation tools such as COMNET III, Netmaker Mainstation, NetRule, or OPNET products. Perform comparative analysis of systems and designs based on merit and cost (in terms of capital and ongoing operations); and/or engineering economics (engineering-related cost benefit analysis). May provide daily supervision and direction to support staff.

**Telecommunications Specialist**

**Level I** – Assist senior personnel in formulating and developing communications requirements and design standards. Perform complex studies to determine networking capacities and reliability, and make recommendations to augment and/or enhance existing communications networks. Provide technical problem diagnoses and resolution support for all associated subsystems, including line monitoring, modem loop-back tests, LAN performance monitoring and terminal failure determination. Provide hardware and software installation and configuration support. Commensurate experience and education.

**Level II** – Formulate and develop communications requirements and design standards. Perform complex studies to determine networking capacities and reliability, and make recommendations to augment and/or enhance existing communications networks. Provide technical problem diagnoses and resolution support for all associated subsystems, including line monitoring, modem loop-back tests, LAN performance monitoring and terminal failure determination. Provide hardware and software installation and configuration support. Commensurate experience and education.

**Telecommunication Technician 1**

Assist senior personnel in formulating and developing communications requirements and design standards. Perform complex studies to determine networking capacities and reliability, and make recommendations to augment and/or enhance existing communications networks. Provide technical problem diagnoses and resolution support for all associated subsystems, including line monitoring, modem loop-back tests, LAN performance monitoring and terminal failure determination. Provide hardware and software installation and configuration support. Experience: 3 – 5 Years; Bachelor Degree or Equivalent Experience

**Test Engineer**

Evaluate, recommend, and implement automated test tools and strategies. Design, implement, and conduct test and evaluation procedures to ensure system requirements are met. Develop, maintain, and upgrade automated test scripts and architectures for application products. Write, implement, and report status for system test cases for testing. Analyze test cases and provide regular progress reports. Serve as subject matter specialist providing testing know-how for the support of user requirements of complex to highly complex software/hardware applications. Direct and/or participate in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection.

**Training Manager**

Provide leadership and management for training tasks that are being performed by the contractor. Prepare training documents and services that are required to support training requirements drawing input from the researchers, test engineers, systems analysts, training specialists, logisticians, and the government and applying customer training policies. Supervise the activity of the Training Specialist(s). Maintain contact with the customer to insure that the training meets their needs.
Training Specialist

Level I – Conduct the research necessary to develop and revise training courses. Develop and revise courses and prepare appropriate training catalogs. Prepare student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Train personnel by conducting formal classroom courses, workshops and seminars. Prepare reports and monitor training tasks in support of the goals of the Contractor Program Manager and the government sponsor(s) using standard training standards and software and hardware programs such as modeling and simulation and prototyping efforts. Provide input to the Project Lead and the Contractor Program Manager on which decisions for training validation and or modifications of specified items or systems can be corrected. Commensurate education and experience.

Level II – Conduct the research necessary to develop and revise training courses. Develop and revise courses and prepare appropriate training catalogs. Prepare instructor materials (course outline, background material, and training aids). Prepare student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Train personnel by conducting formal classroom courses, workshops and seminars. Prepare reports and monitor training tasks in support of the goals of the Contractor Program Manager and the government sponsor(s) using standard training standards and software and hardware programs such as modeling and simulation and prototyping efforts. Provide input to the Project Lead and the Contractor Program Manager on which decisions for training validation and or modifications of specified items or systems can be corrected. Commensurate education and experience.

Wide Area Network Administrator

Maintain efficient functional systems, networks and communication connectivity for all users, keeping current on new developments for all assigned areas, including continually performing feasibility studies on how new products/technology would fit into existing system/WAN/LAN infrastructures and developing implementation plans for the changes/upgrades. Analyze, plan (including long-range planning), test, implement and trouble shoot systems, wide area network and communications network systems.
Terms and Conditions for BeyondTrust Products and Services

All references to BeyondTrust Software, Inc. (BeyondTrust) in these Terms and Conditions should be read as “Contractor (immixTechnology, Inc.), acting by and through its supplier, BeyondTrust.”

1. Definition of BeyondTrust Products

For purposes of this Agreement, the “BeyondTrust Products” shall mean (i) the BeyondTrust software product(s) (the “Software”) identified in the ordering document entered into between Licensee and BeyondTrust (the “Order”); (ii) any hardware which BeyondTrust may provide associated with the Software (“Equipment”), if applicable; and (iii) the related user manuals and other related documentation provided by BeyondTrust (“Documentation”).

The Software will be delivered via Internet download(s) as and when determined by BeyondTrust.

2. License

Subject to the terms and conditions of this Agreement and Licensee’s payment of all applicable fees, BeyondTrust hereby grants Licensee a nonexclusive, nontransferable, non-assignable (except as provided in Section 15A) revocable right and license in the Territory (defined below) to install and use the Software (a) on the number of physical and virtual machine(s) designated on the Order and located at the physical location(s), if any, designated in the Order; or (b) on the Managed User Objects and/or Managed Computer Objects set forth in the Order; or (c) to manage the number of IP addresses indicated on the Order, and to use the Documentation provided in connection therewith. Licensee’s use of the Software is limited to the number of licenses set forth in the Order (the “Permitted Licenses”). If Licensee desires to use the BeyondTrust Products in excess of the Permitted Licenses or at another location, Licensee must first obtain the written consent of BeyondTrust, and pay the then-current Software license fee and transfer and/or upgrade charges. “Territory” means the United States of America unless otherwise agreed in the Order.

3. Restrictions

The BeyondTrust Products licensed to Licensee under this Agreement may only be used to process data which is Licensee’s property and to administer Licensee’s internal business operations. Licensee may not redistribute, assign, sell, rent, lease, sublicense, lend, transfer, resell or distribute the BeyondTrust Products to any third party or use the BeyondTrust Products on behalf of any third-party. Licensee agrees not to copy the BeyondTrust Products, in whole or in part, except for backup purposes, unless BeyondTrust consents in writing. In total no more than one (1) copy of the Software may be generated by Licensee for the authorized purposes, unless given written consent by BeyondTrust. Licensee agrees not to modify, obscure, or delete any proprietary rights notices included in or on the Software, Documentation, or media, and Licensee agrees to include all such notices on all copies. Licensee may not modify the BeyondTrust Products, make derivative works of the Software, including customization, translation or localization, nor merge the Software into any other computer programs. Licensee may not reverse engineer or disassemble or decompile the Software, in whole or in part or otherwise attempt to derive its source code. Licensee may not (i) directly or indirectly permit any third party to use or copy the Software; (ii) use the Software to gain access to any third party data or system; or (iii) disclose to any third party the results of any benchmark or other tests of the Software. Licensee agrees to use the Software in compliance with all applicable laws, rules and regulations.
4. Title
In the event Licensee acquires Equipment under this Agreement, title to such Equipment shall pass to Licensee upon shipment (unless such Equipment is rented, leased or loaned to Licensee). In all other instances, Licensee acknowledges that, as between Licensee and BeyondTrust, title and full ownership, trade secrets, copyright, patent rights and all other intellectual property and proprietary rights to the BeyondTrust Products (including, without limitation any third-party software incorporated therein) remain with BeyondTrust, whether or not any portion thereof is or may be validly copyrighted or patented. Licensee is only granted the limited license rights to use the BeyondTrust Products as described in this Agreement. Licensee agrees to treat the BeyondTrust Products as BeyondTrust’s proprietary information. Licensee will take all reasonable steps to protect the BeyondTrust Products from disclosure to or use by any unauthorized third party. Licensee agrees that BeyondTrust shall own and have the right to exploit and include in the Software any suggestions, enhancement requests, feedback, recommendations or other information provided by Licensee related to the Software.

5. Term and Termination
This Agreement is effective from the day BeyondTrust grants the applicable license hereunder, and continues until terminated by Licensee as provided herein or by applicable law. Upon termination of this Agreement by Licensee for any reason, Licensee will immediately return the BeyondTrust Products, together with all copies in any form and any other Confidential Information in Licensee’s possession or control or certify to BeyondTrust in writing that the same has been destroyed. Any payment obligations as of the termination or expiration of the Agreement shall remain in effect. Those provisions of this Agreement that by their terms should survive any termination of this Agreement shall be deemed to survive and remain in full force and effect, including, but not limited to Sections 1, 3, 4, 5, 7-12, 14, and 15.

6. Support and Updates
BeyondTrust will provide extended software support (“ESS”) for the Software for an initial period beginning on the date BeyondTrust delivers the Software to Licensee or otherwise makes the Software available for download by Licensee and ending twelve (12) months thereafter (the “Initial ESS Period”), unless agreed to otherwise by Licensee and BeyondTrust. Unless otherwise stated in the applicable Order, ESS will consist of (a) that level of support indicated on the applicable Order; and (b) Software error corrections, and any updates that BeyondTrust offers, when and if available, as part of ESS (which, for the avoidance of doubt exclude enhancements which are separately offered by BeyondTrust). BeyondTrust’s sole obligation (and Licensee’s sole and exclusive remedy) in the event of a breach by BeyondTrust of this Section shall be to either correct or replace the affected BeyondTrust Products, re-perform the applicable Service, or, at BeyondTrust’s option, to refund a portion of the paid ESS fees based on the remaining length of the Initial ESS Period or Renewal ESS Period, as applicable.

7. Inspection/Acceptance
The Contractor (immixTechnology, Inc.) can only, and shall only tender for acceptance those items that substantially conform to the software manufacturer’s (“BeyondTrust”) published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for
acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within the warranty period; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

8. Warranty and Disclaimer

A. Warranty. BeyondTrust warrants to Licensee that (i) the BeyondTrust Products will not contain or transmit any computer code or other technology specifically designed to disrupt, disable, harm, or otherwise impede in any manner, any other software, hardware, computer system or network (sometimes referred to as “malware,” “viruses” or “worms”); (ii) any media which BeyondTrust may provide (the “Media”) is and will be free from defects in materials and workmanship under normal use; and (iii) any services performed by BeyondTrust pursuant to this Agreement (the “Services”) will be performed in a good and workmanlike manner by appropriately qualified and trained personnel. If the Software, the Media or the Services (as applicable) fails to fulfill or is not in compliance with one or more of the warranties set forth in this Section 8(A), then Licensee shall inform BeyondTrust in writing and provide to BeyondTrust such information and materials as BeyondTrust may reasonably request to document and reproduce such noncompliance. Such information may include, if and to the extent applicable, a written explanation of the problem with the Software, the Media, the Services, or other noncompliance, as applicable, and a written description of the operating environment. As Licensee’s sole and exclusive remedy, BeyondTrust shall, as applicable, modify the Software, replace the Software with other software offering comparable functionality, replace the defective Media or re-perform the Services, in each case as may be necessary to cause the Software, the Media or the Services (as applicable) to comply with the warranties set forth in this Section 8(A). BeyondTrust shall have no responsibility if the Software has been altered in any way; if the Media has been damaged by misuse, accident, abuse, modification or misapplication; or if the failure or non-compliance arises out of use of the Software other than in a BeyondTrust recommended hardware configuration. Any such misuse, accident, abuse, modification or misapplication of the Software and/or Media will void the warranty.

B. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8A ABOVE AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE BEYONDTRUST PRODUCTS ARE OFFERED “AS IS,” AND BEYONDTRUST GRANTS LICENSEE AND LICENSEE RECEIVES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED OR OTHERWISE. BEYONDTRUST SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. BEYONDTRUST DOES NOT WARRANT THAT THE OPERATION OF ANY OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT, SOFTWARE OR HARDWARE, OR THAT IT WILL NOT CAUSE ANY LOSS OR CORRUPTION OF DATA.

9. Limitation of Liability

A. NO CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BEYONDTRUST AND ITS LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING FOR THE INDIRECT LOSS OF PROFIT, REVENUE OR CONTENT) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE OR OTHER TORT THEORY OF LIABILITY) EVEN IF BEYONDTRUST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
B. LIMITATION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BEYONDTRUST’S AND ITS LICENSORS’ CUMULATIVE, AGGREGATE LIABILITY TO LICENSEE OR ANY OTHER PARTY FOR ANY DAMAGES SHALL NOT EXCEED THE FEES PAID BY LICENSEE TO BEYONDTRUST FOR THE BEYONDTRUST PRODUCTS GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.

10. Indemnification

A. Indemnities. Unless otherwise prohibited by applicable law and subject to 28 U.S.C. 516, BeyondTrust agrees to defend and hold Licensee harmless from and against any third-party claim, action or proceeding (a “Claim”) that the BeyondTrust Products as made available to Licensee by BeyondTrust infringe any United States patent, copyright or trademark or misappropriates any trade secret.

B. Procedure. Subject to 28 U.S.C. 516, the party requesting indemnification hereunder (the “Indemnified Party”) will (i) provide the other party (the “Indemnifying Party”) with prompt notice of any such Claim (provided, however, that failure to do so shall not relieve the Indemnifying Party of its indemnification obligations hereunder except to the extent of any material prejudice to the Indemnifying Party as a direct result of such failure); (ii) permit the Indemnifying Party to participate in the defense of such action upon the Indemnifying Party’s written notice to the Indemnified Party of its intention to indemnify; and (iii) upon the Indemnifying Party’s written request, provide to the Indemnifying Party all available information and assistance reasonably necessary for the Indemnifying Party to defend such Claim. The Indemnified Party shall have the right, at its sole cost and expense, to participate in the defense and settlement of any such Claim with counsel of its choice. Notwithstanding the foregoing, BeyondTrust shall have no obligation to indemnify Licensee to the extent that any Claim arises from (a) Licensee’s use of the BeyondTrust Products in contravention of this Agreement or the Documentation; (b) the combination or use of the BeyondTrust Products with any other services, technology, content or material that were neither (x) provided by BeyondTrust, nor (y) specified by BeyondTrust for use with the BeyondTrust Products as contemplated by this Agreement; (c) modification of the BeyondTrust Products; or (d) Licensee’s use of the BeyondTrust Products after Licensee reasonably could have implemented a non-infringing alternative pursuant to Section 10(C)(ii) or (iii).

C. Right to Ameliorate Damages. In the event that a court of competent jurisdiction determines or in the event that BeyondTrust, in its sole discretion, reasonably determines, that the BeyondTrust Products, or any portion thereof, infringes or misappropriates, or may infringe or misappropriate, any third-party intellectual property right, BeyondTrust shall, as Licensee’s sole and exclusive remedy (but without limitation of BeyondTrust’s indemnification obligations under Section 10(A)), and at BeyondTrust’s sole discretion, either: (i) obtain a license, at reasonable cost, for Licensee to continue using the BeyondTrust Products, or portion thereof; (ii) modify the BeyondTrust Products while retaining substantively equivalent functionality; (iii) replace the affected BeyondTrust Products with functionally equivalent software or services; or (iv) terminate this license in whole or in part (in which event, Licensee shall immediately terminate use of such BeyondTrust Products and the provisions of Section 5 will apply).

11. Confidentiality

Subject to the Freedom of Information Act, 5 U.S.C. 552, each party (a “Receiving Party”) understands that the other party (the “Disclosing Party”) may disclose information of a confidential nature including, without limitation, the BeyondTrust Products, product information, data, pricing, financial information, end user information, software, specifications, research and development and proprietary algorithms or other materials that is (a) clearly and conspicuously marked as “confidential” or with a similar
designation or (b) is disclosed in a manner in which the Disclosing Party reasonably communicated, or the Receiving Party should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation “confidential” or any similar designation is used ("Confidential Information"). The terms and conditions of this Agreement also constitute Confidential Information of each party. The Receiving Party agrees, for itself and its agents and employees, that it will not publish, disclose or otherwise divulge or use for its own purposes (other than as expressly permitted under this Agreement) any Confidential Information of the Disclosing Party furnished to it by such Disclosing Party without the prior written approval of the Disclosing Party in each instance. Each party will use at least the same level of care to maintain the Confidential Information of the other party as it uses to maintain the confidentiality of its own non-public information, and in no event less than a reasonable degree of care. The foregoing obligations shall not extend to any information to the extent that the Receiving Party can demonstrate that such information (i) was at the time of disclosure or, to the extent that such information thereafter becomes through no fault of the Receiving Party, a part of the public domain by publication or otherwise; (ii) was already properly and lawfully in the Receiving Party’s possession at the time it was received by the Receiving Party free from any obligation of confidentiality, (iii) was lawfully received by the Receiving Party from a third party who was under no obligation of confidentiality to the Disclosing Party with respect thereto, or (iv) was independently developed by the Receiving Party or its independent contractors who did not have access to the Disclosing Party’s Confidential Information. In the event that the Receiving Party is required to disclose Confidential Information in accordance with a judicial or governmental order or requirement, the Receiving Party shall promptly notify the Disclosing Party in order to allow such party to contest the order or requirement or seek confidential treatment for such information.

12. Marketing

BeyondTrust may use Licensee’s company name, logo, trademark, trade name, service mark, or other commercial designation for the sole purpose of indicating the existence of a customer relationship between Licensee and BeyondTrust. Any other use of Licensee name or logo will require Licensee’s prior written consent, which shall not be unreasonably withheld.

13. Usage Verification

BeyondTrust may request annually a certified report detailing Licensee’s installation and usage of the BeyondTrust Products, including whether or not Licensee has exceeded the scope of license granted by BeyondTrust. Licensee agrees to provide such report promptly following BeyondTrust’s request. Some Software may contain devices that allow the Software to connect with BeyondTrust’s activation servers to ascertain compliance with the Permitted Licenses. If Licensee’s use of any BeyondTrust Product is found to exceed the scope of license granted, Licensee agrees to work with BeyondTrust to “true-up” its account. This Section 13 shall not limit or restrict any other rights or remedies of BeyondTrust that are otherwise set forth in this Agreement or available law.

14. Reserved

15. Miscellaneous

A. Assignment. This Agreement may not be assigned, transferred, delegated, sold or otherwise disposed of, including, without limitation, by operation of law, without the prior written consent of the non-assigning party; provided that either party may assign this Agreement without consent in connection with the sale of all or substantially all its assets.

B. Severability. Each provision of this Agreement shall be viewed as separate and distinct, and in the event that any provision shall be deemed by a court of competent jurisdiction to be illegal, invalid or unenforceable, the court finding such illegality, invalidity or unenforceability shall modify or reform this
Agreement to give as much effect as possible to such provision. Any provision which cannot be so modified or reformed shall be deleted and the remaining provisions of this Agreement shall continue in full force and effect.

C. Notices. All notices provided hereunder shall be in writing, delivered personally or sent by overnight courier, registered or certified mail to the address of the other party as specified in writing by such party. All such notices shall be deemed to have been given: (i) upon receipt when delivered personally or (ii) upon verification of receipt via overnight courier, registered or certified mail.

D. Waiver. Performance of any obligations required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described herein. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

E. Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or services as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failure and power failures. Nothing in the foregoing shall be deemed to relieve Licensee of Licensee’s obligation to pay any and all fees owed to BeyondTrust under this Agreement.

F. Independent Contractors. It is the intention of BeyondTrust and Licensee that BeyondTrust and Licensee are, and will be deemed to be, independent contractors with respect to the subject matter of this Agreement, and nothing contained in this Agreement will be deemed or construed in any manner whatsoever as creating any partnership, joint venture, employment, agency, fiduciary or other similar relationship between BeyondTrust and Licensee.

G. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement unless such agreement is signed by both parties. This Agreement may only be modified or amended pursuant to a written agreement or instrument signed by a duly authorized representative of each party.

H. Headings; Counterparts. Headings are for convenience only and are not deemed to be part of this Agreement.

I. Reserved.

J. Government Rights. Where the United States Government is the Licensee, such Licensee’s rights to use, modify, reproduce, release, perform, display, or disclose the Software are established by this standard commercial license in accordance with DFARS 227.7202-1, for the Department of Defense, and FAR 27.405-3 and FAR 52.227-19 as applicable to other agencies. In addition, Section 14 above (Governing Law; Arbitration) is amended to specify that this Agreement shall be governed and interpreted in accordance with Federal law and disputes shall be resolved in accordance with FAR 52.233-1, Disputes, which provision is hereby incorporated by reference.
Dell Enterprise License Agreement

1. General

This Enterprise License Agreement (“ELA”) sets forth the legal agreement between and its affiliates who are legally bound by these terms (“Customer”) and Dell Products L.P. or Dell Global B.V. (Singapore Branch) on behalf of Dell Inc. and its worldwide affiliates (“Company”). Customer and Dell are each referred to individually as a “party” and collectively as the “parties.” The “Software” shall mean collectively the software program described in Exhibit A, the associated media, printed materials, online or electronic documentation, and any copies thereof. Customer acknowledges and agrees that the license provided herein is being granted in consideration of the payment required under Exhibit A. Whenever the Customer is the U.S. Federal Government, or any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the U.S. Federal Government, the terms and conditions with respect to Customer’s use and disclosure of the Software and Documentation shall be set forth in an attached Exhibit B.

2. License

Subject to the terms, conditions and limitations of this ELA and timely payment by Customer of the amounts due under Exhibit A, Dell hereby grants Customer a limited, nonexclusive, nontransferable, non-assignable license, without rights to sublicense, to (A) install or have installed, display and use the Software (in object code only) only on as many computers, devices and/or in such configurations as Customer is expressly entitled under Exhibit A, and (B) only for such period as Customer are entitled under Exhibit A. The terms and conditions of this ELA will govern use of the Software and any upgrades, updates, patches, hotfixes and/or additional versions of the Software provided by Dell, at Dell’s sole discretion, that replace and/or supplement the original Software (collectively, “Update”), unless such Update is accompanied by or references a separate license agreement, in which case the terms and conditions of that agreement will govern. If this ELA governs Customer’s use of an Update, such Update shall be considered Software for purposes of this ELA. Unless earlier terminated as provided herein, the term of each individual license granted under this ELA begins on the date of execution by Customer of this ELA, and continues only for such period as indicated in Exhibit A. Each party recognizes that Dell grants no licenses except for the license expressly set forth herein.

3. License Limitations

Customer may not copy the Software except for a reasonable number of copies solely as needed for backup or archival purposes or as otherwise expressly permitted in in Section 2 “License” above. Customer may not modify or remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary notices or markings on or in the Software. The rights granted herein are limited to Dell’s and its licensors’ and suppliers’ intellectual property rights in the Software and do not include any other third party’s intellectual property rights. If the software was provided to Customer on removable media (e.g., CD, DVD, or USB drive), Customer may own the media on which the Software is recorded but Dell, Dell's licensor(s) and/or supplier(s) retain ownership of the Software itself and all related intellectual property rights. Customer is not granted any rights to any trademarks or service marks of Dell. This ELA does not apply to any third party software that is not included as part of the Software or addressed in Exhibit A. The use of any other software, including any software package or file, whether licensed to Customer by Dell or by a third party, is subject to the terms and conditions that come with or are associate with such software.

4. Rights Reserved
THE SOFTWARE IS LICENSED, NOT SOLD. Except for the license expressly granted in this ELA, Dell, on behalf of itself and its licensors and suppliers, retains all right, title, and interest in and to the Software and in all related content, materials, copyrights, trade secrets, patents, trademarks, derivative works and any other intellectual and industrial property and proprietary rights, including registrations, applications, renewals, and extensions of such rights (the "Works"). The rights in these Works are valid and protected in all forms, media and technologies existing now or hereinafter developed and any use other than as contemplated herein, including the reproduction, modification, distribution, transmission, adaptations, translation, display, republication or performance of the Works, except as specifically permitted herein, is strictly prohibited. Dell, on behalf of itself and its licensors and suppliers, retains all rights not expressly granted herein.

5. Restrictions

Except as otherwise provided herein or expressly agreed by Dell, Customer may not, and will not allow a third party to: (A) sell, lease, license, sublicense, assign, distribute or otherwise transfer or encumber in whole or in part the Software; (B) provide, make available to, or permit use of the Software in whole or in part by, any third party, including contractors, without Dell's prior written consent, unless such use by the third party is subject to the terms and conditions of this ELA and Customer is liable for any breach of this ELA by such third party; (C) copy, reproduce, republish, upload, post, transmit or distribute the Software in any way; (D) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code (or underlying ideas, algorithms, structure or organization) from the Software program, in whole or in part; (E) modify or create derivative works based upon the Software; (F) use the Software on a service bureau, rental or managed services basis or permit other individuals or entities to create Internet "links" to the Software or "frame" or "mirror" the Software on any other server or wireless or Internet-based device; or (G) use the Software to create a competitive offering. Customer may not, and will not allow a third party to, use the Software program in excess of the number of licenses expressly authorized by Exhibit A. In addition, Customer may not share the results of any benchmarking activities without Dell’s prior written consent.

6. Compliance

Customer will certify in writing, upon reasonable request by Dell, Customer’s compliance with the terms of this ELA, indicating the number of Software licenses deployed at that time. Customer grants Dell or an agent selected by Dell, the right to perform an audit of Customer’s compliance with this ELA during normal business hours. Customer agrees to cooperate and provide Dell with all records reasonably related to Customer’s compliance with this ELA. If, as a result of the audit, a deficiency of greater than five percent (5%) is found in the licensee fees paid, then Customer shall bear the total cost of the audit, in addition to any other liabilities Customer may have.

7. Support and Subscription Services Not Included

Dell does not provide any maintenance or support services under this ELA. Maintenance and support services, if any, are provided under a separate agreement. Additionally, this ELA, in and of itself, does not entitle Customer to any Updates at any time in the future.

8. Termination

Dell may terminate this ELA immediately and without prior notice if Customer fails to comply with any term or condition of this ELA or if Customer fails to timely pay for the licenses to the Software. In addition, Dell may terminate any license associated with Software distributed for free at any time in its sole discretion. In the event of termination of this ELA, all licenses granted hereunder shall automatically terminate and Customer must immediately cease use of the Software and return or destroy all copies of the Software. The parties recognize and agree that their obligations under
Sections 4, 5, 11, 12, 13, 15, 16, 18 and 19 of this ELA, as well as obligations for payment, survive the cancellation, termination, and/or expiration of this ELA and/or the license granted hereunder.

9. Export, Import and Government Restrictions

Customer is advised that the Software is subject to U.S. export laws as well as the laws of the country where it is delivered or used. Customer agrees to abide by these laws. Under these laws, the Software may not be sold, leased, or transferred to restricted countries (currently Cuba, Iran, North Korea, Sudan and Syria), restricted end-users, or for restricted end-uses. Customer specifically agrees that the Software will not be used for activities related to weapons of mass destruction, including but not limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. Customer understands that certain functionality of the Software, such as encryption or authentication, may be subject to import restrictions in the event Customer transfers the Software from the country of delivery and Customer is responsible for complying with applicable restrictions.

10. Limited Warranty

Dell has the right to grant the licenses to the Software, and such Software will substantially conform in material respects to the functional specifications and current documentation provided by Dell with the Software. This limited warranty is not transferable and extends only for thirty (30) days from the date of delivery of the Software. This limited warranty does not cover damages, defects, malfunctions or failures caused by any unauthorized modification by Customer, or Customer’s agents, of the Software; any abuse, misuse or negligent acts of Customer; modification by Customer of any interfaces or any software or hardware interfacing with the Software; or any failure by Customer to follow Dell’s installation, operation or maintenance instructions. EXCEPT FOR THE PRECEDING EXPRESS LIMITED WARRANTY, DELL MAKES, AND CUSTOMER RECEIVES, NO OTHER WARRANTIES RELATED TO THE SOFTWARE WHETHER EXPRESS, IMPLIED OR STATUTORY, AND DELL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DELL DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET CUSTOMER’S REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE SOFTWARE AND THE RESULTS ACHIEVED. CUSTOMER’S SOLE AND EXCLUSIVE REMEDY, AND DELL’S ENTIRE LIABILITY FOR BREACH OF THE WARRANTIES PROVIDED HEREIN, IS FOR DELL, AT ITS SOLE DISCRETION, TO EITHER USE COMMERCIALLY REASONABLE EFFORTS TO REMEDY ANY NON-CONFORMANCE OR TO PROVIDE A REFUND OF THE LICENSE FEES PAID BY CUSTOMER TO DELL FOR THE SOFTWARE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED -- ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE DATE OF DELIVERY OF THE SOFTWARE.

11. Limitation of Liability

DELL WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS ELA AND/OR THE SOFTWARE. DELL SHALL HAVE NO LIABILITY FOR THE FOLLOWING: (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK(S), OR THE RECOVERY OF SUCH, (C) LOSS OF BUSINESS OPPORTUNITY, (D) BUSINESS INTERRUPTION OR DOWNTIME, (E) LOSS OF GOODWILL OR REPUTATION, OR (F) SOFTWARE NOT BEING AVAILABLE FOR USE OR THE PROCUREMENT OF SUBSTITUTE SOFTWARE OR GOODS.
NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS ELA, DELL’S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS ELA AND/OR THE SOFTWARE SHALL NOT EXCEED THE TOTAL AMOUNT RECEIVED BY DELL FOR THE PARTICULAR SOFTWARE GIVING RISE TO SUCH CLAIM(S). THIS PARAGRAPH SHALL NOT LIMIT CUSTOMER’S PAYMENT OBLIGATIONS OR LIABILITY FOR MISAPPROPRIATION OR INFRINGEMENT OF DELL’S INTELLECTUAL PROPERTY. DELL SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CLAIM BROUGHT MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION FOR SUCH CLAIM FIRST AROSE.

The foregoing limitations, exclusions and disclaimers shall apply, regardless of whether the claim for such damages is based in contract, warranty, strict liability, negligence, tort or otherwise, for any claim. Insofar as applicable law prohibits any limitation on liability herein, the parties agree that such limitation will be automatically modified, but only to the extent so as to make the limitation compliant with applicable law. The parties agree that the limitations on liabilities set forth herein are agreed allocations of risk and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy and even if a party has been advised of the possibility of any such liability.

12. Indemnification

Dell shall defend and indemnify Customer against any third-party claim or action that the Software (specifically excluding third-party and open source software) infringes or misappropriates that third party’s patent, copyright, trade secret, or other intellectual property rights (“Indemnified Claims”). In addition, if Dell receives prompt notice of an Indemnified Claim that, in Dell’s reasonable opinion, is likely to result in an adverse ruling, then Dell shall at its sole discretion, (A) obtain a right for Customer to continue using such Software; (B) modify such Software; (C) replace such Software with a non-infringing substitute; or (D) provide a reasonable depreciated or pro rata refund for the allegedly infringing Software. Notwithstanding the foregoing, Dell shall have no obligation under this Section for Indemnified Claims resulting or arising from: (i) modifications of the Software that were not performed by or on behalf of Dell; (ii) the operation, use, or combination with a third-party product, software or service (the combination of which causes the claimed infringement) of the Software; or (iii) Dell’s compliance with Customer’s specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Customer (collectively, “Excluded Indemnified Claims”). Dell’s duty to indemnify and defend is contingent upon: (a) Customer providing Dell with prompt written notice of the third-party claim or action, (b) Dell having the right to solely control the defense and settlement of such claim or action, and (c) Customer’s cooperation with Dell in defending and resolving such claim or action. This section states Customer’s exclusive remedies for any third-party intellectual property claim or action, and nothing in this ELA or elsewhere will obligate Dell to provide any greater indemnity to Customer. Customer, at Customer’s expense, shall defend and indemnify Dell against any claim, action or proceeding brought against Dell which arises from or is in any manner connected with Excluded Indemnified Claims.

13. Confidentiality

Customer agree to: (A) refrain from using Confidential Information except as necessary to exercise the rights herein and (B) use best efforts to preserve and protect the confidentiality of the Confidential Information. "Confidential Information" means any oral, written, graphic or machine-readable information disclosed by Dell that is (i) identified as confidential; (ii) designated in writing to be confidential or proprietary; or (iii) should be reasonably understood to be confidential. Confidential Information includes the Software and its trade secrets, including but not limited to source code, the development status of the Software, the appearance, content and flow of the user interface of the Software, and the content and documentation of the Software. Confidential Information does not include information that is (a) publicly available other than through a breach of this ELA; (b) known to

11111 Sunset Hills Road, Ste. 200 • Reston, VA 20190 • 571.429.5190 • goyplace.com
Customer prior to such disclosure; or (c) subsequently lawfully obtained by Customer from a third party that has no obligations of confidentiality. Customer agrees that, without Dell's prior written consent, Customer will not grant access to any Dell Confidential Information to any persons or entities except for Customer’s employees and agents who have a business need to have such access and who are obligated to maintain the confidentiality thereof as set forth herein. In some, limited circumstances, Dell may need to engage a third party to fulfill its obligations to Customer under this license. By using this software Customer agrees that Dell may provide Customer’s information to such third party for that purpose. Any feedback or other information that is provided to Dell relating to the Software or this ELA shall be considered Dell Confidential Information. Such feedback shall be treated by Dell on a non-confidential and unrestricted basis, and Dell shall have full rights, title and ownership of such feedback.

14. Open Source and Third Party Software

A portion of the Software may contain or consist of open source or third party software, which Customer may use under the terms and conditions of the specific license under which the open source or third party software is distributed. THIS OPEN SOURCE AND THIRD PARTY SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. AS IT RELATES TO ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH OPEN SOURCE OR THIRD PARTY SOFTWARE, DELL SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. Under certain open source software licenses, Customer is also entitled to obtain the corresponding source files. Customer may find corresponding source files for the Software at http://opensource.dell.com or other locations that may be specified to Customer by Dell.

15. Jurisdiction/Injunction

This ELA is governed by the laws of the State of Texas, U.S.A. without regard to conflict of law principles. The United Nations Convention for the International Sale of Goods shall not apply. Customer agrees that money damages would be an inadequate remedy for Dell in the event of a breach or threatened breach by Customer of the provisions set forth in this ELA; therefore, in the event of a breach or threatened breach of any such provisions, Dell may, in addition to any other remedies afforded to it by law or equity, immediately obtain and enforce an injunction from any court of law or equity prohibiting Customer from breaching such provisions. All rights and remedies afforded Dell by law shall be cumulative and not exclusive. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING DIRECTLY OR INDIRECTLY OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OR BREACH OF THIS ELA, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED AMONG THEM.

16. No Waiver

No waiver of breach or failure to exercise any option, right, or privilege under the terms of this ELA on any occasion shall be construed to be a waiver of a subsequent breach or right to exercise any option, right, or privilege.

17. No Assignment

Customer may not assign or transfer Customer’s interests, rights or obligations under this ELA by written agreement, merger, consolidation, operation of law or otherwise, without the prior written consent of an authorized executive officer of Dell. Any attempt to assign this ELA by Customer shall be null and void.
18. Entire Agreement

Unless Customer has entered into another written agreement with respect to the Software which has been signed by Customer and an authorized representative of Dell and which conflicts with the terms of this ELA, Customer agrees that this ELA supersedes all prior written or oral agreements, warranties or representations, including any and all other click-wrap, shrink-wrap or similar licenses or agreements, with respect to the Software. No amendment to or modification of this ELA, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any term of this ELA is found to be invalid or unenforceable, the remaining provisions will remain effective. Customer agrees that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter shall not apply to the terms and conditions of this ELA. Customer represents that it has read this ELA, has had the opportunity to review it with local counsel, understands it, and agrees to be bound by all terms and conditions stated herein.

19. Notices

Notice to Dell under this ELA must be in writing and sent to the address below or to such other address (including facsimile or e-mail) as specified in writing, and will be effective upon receipt.

Dell Inc., Attn: Dell Legal
One Dell Way, Round Rock, Texas 78682

Exhibit A

Description of Licensed Software

1. Operating, diagnostics and other software for Dell-branded information technology products, including, but not limited to the following named Dell product lines:

- AppAssure
- Compellent
- EqualLogic
- Force 10
- KACE
- SonicWall
- Wyse

2. Use of the software is subject to the terms and conditions of the Dell Enterprise License Agreement to which this Exhibit A is attached (“ELA”).

3. Purchase of the software is subject to the terms and conditions of Exhibit B of the ELA.

Exhibit B

Terms & Conditions Applicable to the Purchase or Use of Licensed Software by the U.S. Government

1. This Section applies whenever the Customer is the U.S. Federal Government, or any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the U.S. Federal Government. In such case, the terms and conditions of this Exhibit B shall pertain to the Customer’s use and disclosure of the Software and Documentation, and shall supersede any conflicting contractual terms or conditions. To the extent that it is held by a court or board of competent jurisdiction that any part of any provision of the ELA is invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only,
without in any way affecting the remaining parts of said provision or the remaining provisions of said license agreement.

2. The software and documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101; consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the software and documentation with only those rights set forth herein. Sections 13 and 16 of this ELA shall not apply to the U.S. Federal Government but shall continue to apply to prime contractors and subcontractors of the U.S. federal government. Disputes with the U.S. Federal Government shall be subject to resolution pursuant to the Contract Disputes Act of 1978, as amended. All other provisions of this ELA remain in effect as written.

3. Purchase of Software licenses is subject to the terms and conditions of (a) U.S. General Services Administration Multiple Award Schedule 70 Contract GS-35F-4076D; or (b) other such U.S. Government Federal Acquisition Regulation Part 12 Commercial Item prime and/or subcontracts in which the Dell Enterprise License Agreement to which this Exhibit B is attached is incorporated either in its entirety or by reference, and all Delivery Orders and Task Orders issued thereunder which include the Exhibit A software.

4. Use of the software is subject to the terms and conditions of the Dell Enterprise License Agreement to which this Exhibit B is attached.

5. Changes to the Dell Enterprise License Agreement applicable to the purchase of licensed Software by the United States Government.

**ELA Section**

1. **General.** The definition of “Company” is Dell Products L.P. on behalf of Dell Marketing L.P and/or Dell Federal Systems L.P.

5. **Restrictions.** In subsection (B), the phrase “and Customer is liable for any breach of this ELA by such third party” is deleted. The Government has no liability to third-parties under this ELA.

6. **Compliance.** Any auditor selected by Dell or an agent of Dell is subject to approval of the Government, which shall not be unreasonably withheld. In the event the audit finds a deficiency of greater than five percent (5%) in the licensee fees paid, then such shall be considered a change and resolved under the Changes clause of the applicable contract. And in the event such a change cannot be negotiated in a commercially reasonable time, the same shall be considered a dispute under Contract Disputes Act of 1978, as amended ("CDA").

8. **Termination.** The termination provision is deleted and replace with the following: “This ELA and the license granted to Customer to use the Software hereunder shall be terminated (i) by Company, if such remedy is granted after conclusion of the Contract Disputes Act dispute resolution process referenced in Section 10 or if such remedy is otherwise available to Company under United States federal law; or (ii) by Customer, at its option in accordance with FAR 52.212-4. Upon any termination, Customer shall promptly return the Software and any copies thereof in any form. Company will not have any obligation to refund any portion of any license fee upon the termination of this ELA if the End User materially breached any provision of this ELA. Sections 4, 5, 11, 12, 13, 15, 16, 18, 19 of this ELA, as well as Exhibit A payment obligations, shall survive termination, cancellation, and/or expiration of this ELA and/or the license granted hereunder.”

11. **Limitation of Liability.** The language in this Section 11 is deleted and replaced with the following: “IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES OF ANY KIND ARISING UNDER OR IN ANY WAY RELATED TO THE SOFTWARE OR THIS ELA, EXCEPT AS IT RELATES TO INDEMNIFICATION FOR
INFRINGEMENT REFERENCED IN SECTION 13, IN NO EVENT SHALL COMPANY’S AGGREGATE LIABILITY ARISING UNDER OR IN ANY WAY RELATED TO THE SOFTWARE OR THIS ELA EXCEED THE AGGREGATE LICENSE FEES PAID FOR THE LICENSE GRANTED HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ANY CLAIM HEREUNDER, WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT OR ANY RELATED WRITING, FOR NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY, OR OTHERWISE. This clause shall not impair the U.S. Government’s right to recover for fraud or crimes arising out of or related to Company’s Multiple Award Schedules Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733."

12. Indemnification. This section does not apply to the Government, but shall apply to prime and subcontractors to the Government. Disputes with the Government shall be subject to resolution pursuant to the CDA.

15. Jurisdiction/Injunction. This section does not apply to the Government, but shall apply to prime and subcontractors to the Government. Disputes with the Government shall be subject to resolution pursuant to the CDA.

17. No Assignment. This paragraph is deleted and number 17 is marked “Reserved.”

18. Entire Agreement. The language in this Section 18 is deleted and replaced with the following: “This ELA (a) constitutes the entire agreement between the parties with respect to the licensing of the Software and supersedes any prior negotiations, proposals, representations and agreements relating specifically thereto; (b) may only be changed by a writing signed by the parties specifically referencing this ELA; (c) shall be interpreted in accordance with the federal laws of the United States of America; and (d) is not assignable, in whole or in part, by either party. Any prohibited assignment is null and void. Failure by either party to enforce any term hereof shall not be deemed a waiver. All claims arising out of or relating to this ELA shall be resolved in accordance with the Contracts Disputes Act of 1978. In the event any provision of this EULA is declared invalid, the remainder shall continue in binding effect.”
CSRA ARC-P Terms and Conditions

Govplace hereby incorporates these clauses and statements into our GSA Schedule 70 under Contract Number GS-35F-0179X in support of ARC-P Cloud Services.

This ARC-P™ Cloud Services Agreement (this "Agreement") contains the terms and conditions that govern your access to and use of the Services (as defined below) and is an agreement between Govplace ("we," "us," or "our") and the ordering activity that order Services ("you"). The term "Agreement" also includes the Services Description, the Statement of Work, and the Policies, as such terms are defined below. This Agreement takes effect upon your execution of a hardcopy of this Agreement (the "Effective Date"). You represent to us that you are lawfully able to enter into contracts. If you are entering into this Agreement for an entity, such as the Agency or Government instrumentality you work for, you represent to us that you have the express legal authority to bind that entity. Please see Section 15 for definitions of certain capitalized terms used in this Agreement.

1. Background

1.1 Autonomic owns the hardware and software comprising the ARC-P™ infrastructure as a service (IaaS) offering that supplies computing power, storage and networking infrastructure located in the continental United States to Federal, State, local and tribal government users on demand using a multi-tenant government cloud computing environment.

1.2 Based on the Federal Information Security Management Act (FISMA) security categorization of "Moderate" and the Federal Risk and Authorization Management Program (FedRAMP) Security Assessment Process, the Joint Authorization Board has granted Autonomic a Provisional Authorization for the ARC-P™ system.

1.3 You desire to obtain Services from Autonomic and make available the Services to End Users, subject to and in accordance with the terms and conditions of this Agreement.

1.4 You understand that a government agency with which you desire to contract may impose additional controls and requirements on you to meet its particular security and privacy requirements.

2. Use of the Service Offerings

2.1 Generally. You may access, use and make available the Service Offerings to End Users in accordance with this Agreement and the Statement of Work during the term hereof. Service Level Agreements may apply to certain Service Offerings. You will adhere to all obligations, laws, rules, regulations, and authorizations applicable to your use of the Service Offerings, including without limitation the Service Terms, the Acceptable Use Policy, the other Policies as defined in Section 15 and any additional requirements imposed by a government agency with which you contract.

2.2 Your Accounts. To access the Services, you will be given a RSA Token and Username and granted access through the ARC-P multi-factor authentication portal. RSA Tokens cannot be shared and is for individual use only. All users will need to have their own RSA Tokens. You are responsible for all activities that occur under your accounts, regardless of whether the activities are undertaken by you, your employees or End Users, or another third party (including your customers, contractors or agents) and, except to the extent caused exclusively by our breach of this Agreement, we and our affiliates are not responsible for unauthorized access to or through your accounts. In addition to any reporting requirement you may have to the Government, you will contact us immediately if you believe an unauthorized third party may be using an account or if your account information is lost or stolen.

2.3 Third Party Content. Third Party Content, such as software applications provided by third parties, may be made available directly to you or your End User, by other companies or individuals
under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, the use of any Third Party Content by you or any End User is at your or your End User’s sole risk.

3. Changes

3.1 To the Statement of Work. Subject to subsections 3.1-3.3, any changes to the Statement of Work shall be mutually agreed upon in writing by you and Autonomic and documented in an amendment to the Statement of Work.

4. Security and Data Privacy

All ARC-P security and data privacy measures and practices are substantially in accordance with the FEDRAMP certification requirements under which the ARC-P environment operates. Autonomic makes no other or additional security or data privacy representations nor are any such representations implied.

You and your End Users’ responsibilities for security and data privacy are set forth in Schedule 5.1 (ARC-P) attached hereto and made a part hereof.

4.1 Autonomic Security. Without limiting Section 12 or your obligations under Section 5, we shall generally, substantially and in good faith follow the FedRAMP security guidelines and security guidance to secure against accidental or unlawful loss, access or disclosure of content. When no FedRAMP procedural guides are available, we shall implement generally accepted industry best practices for IT security. Your Content will be stored in one or more data centers located in the continental United States. Autonomic may add or remove data centers during the course of this Agreement.

Under the default ARC-P environment configuration, external access to a customer’s public IP space is limited to traffic originating from IP address sources located within the United States and Canada. All other international traffic is discarded by ARC-P’s edge intrusion detection and prevention systems.

4.2 Data Privacy. We will comply with the privacy requirements specified by FedRAMP. Without limiting the generality of the preceding sentence, all information and data used, gathered, created or stored pursuant to this Agreement shall be treated as Sensitive but Unclassified (SBU) and will only be disclosed to authorized personnel on a need-to-know basis. We will ensure that appropriate administrative, technical and physical safeguards are established to ensure that the security of this information is properly protected. We will store Your Content at a ARC-P™ CONUS data center(s). We will not move Your Content from the ARC-P™ CONUS data center(s) without notifying you, unless required to comply with the law or requests of governmental entities. If we move Your Content from the ARC-P™ CONUS data center(s), we will protect Your Content to the same extent as we would protect our proprietary information and trade secrets. You consent to our collection, use and disclosure of information associated with the Service Offerings in accordance with the FedRAMP privacy requirements and to the processing of Your Content in, and the transfer of Your Content into, the ARC-P™ CONUS data center(s). Our use of any of Your Content that is subject to the Privacy Act will be in accordance with all rules of conduct applicable to Privacy Act Information. Financial data and personally identifiable information (PII) shall be protected against unauthorized access, disclosure, modification, theft or destruction. We shall ensure that the facilities that house our IaaS infrastructure are physically secure, and we will comply with applicable government personnel security requirements.

4.3 Reporting. If we discover new or unanticipated threats or hazards to the security, integrity or confidentiality in the ARC-P™ infrastructure, or if existing safeguards have ceased to function, we will report it in accordance with FedRAMP requirements.

5. Your Responsibilities
5.1 You acknowledge and accept the security and data privacy responsibilities set forth in the Customer Responsibilities matrix attached as Schedule 5.1 (ARC-P).

5.2 Agency Authority to Operate. You may be required to implement additional controls to meet specific agency requirements and to obtain agency authority to proceed. You will be solely responsible for meeting additional agency requirements before utilizing any Services under this Agreement with respect to any such agency.

5.3 Your Content. You are solely responsible for the development, content, operation, maintenance, and use of Your Content. For example, you are solely responsible for:

(a) the technical operation of Your Content, including ensuring that calls you make to any Service are compatible with then-current APIs for that Service;

(b) compliance of Your Content with the Acceptable Use Policy, the other Policies, and applicable laws and regulations;

(c) any claims relating to Your Content; and

(d) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that Your Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

5.4 Rules of Behavior. You must execute and submit to us the External Rules of Behavior, and you shall require each End User to execute the External Rules of Behavior before allowing such End User to access the Services.

5.5 Other Security and Backup. You and/or your End User(s) are responsible for properly configuring and using the Service Offerings and, except to the extent expressly required of Autonomic pursuant to its FedRAMP Provisional Authorization taking steps to maintain appropriate security, protection and backup of Your Content, which may include the use of encryption technology to protect Your Content from unauthorized access and routine archiving of Your Content. ARC-P™ log-in credentials and private keys generated by the Services are for your internal use only and you may not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.

5.6 End User Violations. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your Content or use of the Service Offerings. You are responsible for End Users’ use of Your Content and the Service Offerings. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement by an End User, to the extent allowed by applicable law or regulation, you will immediately terminate such End User's access to Your Content and the Service Offerings.

5.7 End User Support. You are responsible for providing customer service (if any) to End Users. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide support or services.

6. Support

6.1 Support to You. Autonomic will provide contact, ticket and service management services through a support ticketing system. You will be provided voice, web based and email incident reporting formats, proactive alarming at multiple levels, and a knowledge management repository with ticket status available to you. Support to you includes:
• 24x7 level support for the Cloud infrastructure environments;
• Problem management – creation and management of problem work order for recurring incidents or identified trends; and
• IOC operations.

Support to you and performance specifications are further outlined in the Service Level Agreement (SLA) attached as Schedule 6.1.

6.2 Data Maintenance. Autonomic will allow you to backup and archive your data. If you or an End User require non-standard data back-up and archive procedures, we will use commercially reasonable efforts to meet these requirements and you shall be invoiced for the cost of any additional infrastructure components and related services at then applicable rates. Autonomic does not do file level back-up of end user data.

6.3 Updates. Autonomic reserves the right, as reasonably necessary or convenient for Autonomic’s own purposes or to improve the quality of the Services, or to implement required changes directed by FedRAMP, to change components of its IaaS infrastructure and access procedures and to implement other improvements to, or otherwise maintain, the Service.

6.4 Interruptions. You acknowledge and agree that Autonomic may interrupt the Service from time to time to resolve system availability issues and implement updates. Insofar as practicable, Autonomic shall give you at least twenty-four (24) hours’ notice of any interruption.

7. Fees and Payment

7.1 Service Fees. We calculate and invoice Service fees and charges in accordance with the terms of the Statement of Work.

7.2 Payment Terms. You will pay us the applicable fees and charges for use of the Service Offerings as described in the Statement of Work using one of the payment methods we support. All Service fee amounts due and payable to Autonomic hereunder shall be remitted by you within thirty (30) days after receipt of the applicable Autonomic invoice.

7.3 Taxes. We shall state separately on invoices taxes excluded from the fees, and You agree 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.

8. Temporary Suspension

8.1 Generally. We may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine: your or an End User's use of or registration for the Service Offerings (i) poses a security risk to the Service Offerings of any third party, (ii) may adversely impact the Service Offerings or the systems or Content of any other Autonomic customer, (iii) may subject us, our affiliates, or any third party to liability.

8.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the Service Offerings:

(a) you remain responsible for all fees and charges you have incurred through the date of suspension;

(b) you remain responsible for any applicable fees and charges for any Service Offerings to which you continue to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension;
(c) you will not be entitled to any service credits under the Service Level Agreements for any period of suspension; and

(d) we will not erase any of Your Content as a result of your suspension, except as specified elsewhere in this Agreement.

Our right to suspend your or any End User’s right to access or use the Service Offerings is in addition to our right to terminate this Agreement pursuant to Section 9.

9. Term; Termination

9.1. Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or us in accordance with Section 9.2.

9.2. Termination.

(a) Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor 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.

(b) Termination for Convenience. You may terminate this Agreement for any reason by (i) providing us notice, (ii) closing your account for all Services for which we provide an account closing mechanism, and (iii) payment of all fees through date of closing. We may terminate this Agreement for any reason by providing you 30 days’ advance notice.

9.2.1 Effect of Termination

(a) Generally. Upon any termination of this Agreement:

(i) all your rights under this Agreement immediately terminate;

(ii) you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination;

(iii) you will immediately return or, if instructed by us, destroy all Autonomic Content in your possession; and

(iv) Sections 5.2, 7.4, 9.2, 10 (except the license granted to you in Section 10.5), 11 12, 14 and 15 will continue to apply in accordance with their terms.

(b) Post-Termination Assistance. Unless we terminate your use of the Service Offerings pursuant to Section 9.2(b), during the 30 days following termination:

(i) we will not erase any of Your Content as a result of the termination;

(ii) you may retrieve Your Content from the Services only if you have paid any charges for any post-termination use of the Service Offerings and all other amounts due; and

(iii) we will provide you with the same post-termination data retrieval assistance that we generally make available to all customers and will notify applicable Government End Users of termination.

Any additional post-termination assistance from us is subject to mutual agreement by you and us.

10. Proprietary Rights

10.1 IaaS Infrastructure. All right, title and interest in and to the IaaS infrastructure is vested in Autonomic and, if applicable, its licensors. No proprietary rights in the IaaS Infrastructure shall pass to
or be claimed by you as between you and Autonomic. Autonomic, shall be the sole owner of all inventions, discoveries, improvements, or enhancements relating to the IaaS infrastructure and the Services.

10.2 Your Content. As between you and us, you, your licensors or End Users own all right, title, and interest in and to Your Content. Except as provided in this Section 10, we obtain no rights under this Agreement from you, your licensors or End Users to Your Content, including any related intellectual property rights. You consent to our use of Your Content solely to provide the Service Offerings to you and any End Users. We may disclose Your Content to provide the Service Offerings to you or any End Users or to comply with any request of a governmental or regulatory body (including subpoenas or court orders). Your Content shall be deemed Your Confidential Information which shall be subject to the provisions of Section 14.1.

10.3 Unauthorized Use.

(a) You agree to notify us or Autonomic immediately of the unauthorized access to or use of any component of the IaaS infrastructure or the Services to which you are given access under this Agreement and of other information made available to you under this Agreement, by any person or organization not authorized by or pursuant to this Agreement to have such possession, use or knowledge. You will promptly furnish full details of such access and/or use to us, will assist in preventing the recurrence of any such access and/or use, and will cooperate with us, at our expense, in any litigation against third parties deemed necessary by us to protect our proprietary rights. Your compliance with this Section shall not be construed in any way as a waiver of any right by us or Autonomic to recover damages or obtain other relief against you for any act or omission which may have resulted in the unauthorized access to or use of any component of our IaaS infrastructure or the Services.

(b) Autonomic agrees to notify you immediately of the unauthorized possession, use, or knowledge of any of Your Content furnished to Autonomic by or through you or otherwise accessible by Autonomic under this Agreement by any person or organization not authorized by this Agreement to have such possession, use or knowledge. Autonomic will promptly furnish full details of such possession, use or knowledge to you, will assist in preventing the recurrence of such possession, use or knowledge, and will cooperate with you, at your expense, in any litigation against third parties deemed necessary by you to protect your proprietary rights.

10.4 Adequate Rights. You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to the Service Offerings; (b) you have all rights in Your Content to grant the rights contemplated by this Agreement; and (c) none of Your Content or End Users' use of Your Content or the Services Offerings will violate the Acceptable Use Policy.

10.5 Service Offerings License. As between you and us, Autonomic or its affiliates or licensors own and reserve all right, title, and interest in and to the Service Offerings. We grant you a limited, revocable, non-exclusive, non-transferrable license to do the following during the Term: (i) access, use and make available to your End Users the Services solely in accordance with this Agreement; and (ii) copy and use the Autonomic Content solely in connection with your permitted use of the Services.

Except as provided in this Section 10.5, you obtain no rights under this Agreement from us or our licensors to the Service Offerings, including any related intellectual property rights.

10.6 License Restrictions. Neither you nor any End User may use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Service Offerings, (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of
any software included in the Service Offerings, (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) transfer, resell or sublicense the Service Offerings, except that you may make available the Service Offerings to End Users that are Government agencies. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Service Offerings you have used. You may only use the Autonomic Marks in accordance with the Trademark Use Guidelines.

10.7 Suggestions. If you provide any Suggestions to us, Autonomic or its affiliates, Autonomic will own all right, title, and interest in and to the Suggestions, even if you have designated the Suggestions as confidential. We, Autonomic and its affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to Autonomic all right, title, and interest in and to the Suggestions and agree to provide any assistance we may require to document, perfect, and maintain the rights in the Suggestions.

11. Indemnification

11.1 By us. Govplace will defend, indemnify, and hold harmless you, your affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of any third party claim alleging that the Services or the Autonomic Content infringe or misappropriate third-party intellectual property rights. Govplace’s obligation to indemnify you under this subsection expressly excludes any instance where the alleged infringement is based on the use of the Services or the Autonomic Content in combination with Your Content if such claim would have been avoided but for such combination. Such indemnification shall be to the extent permitted under and in the manner prescribed by, 28 U.S.C. § 516.

12. Limited Warranty; Disclaimers

12.1 Limited Express Warranty. Govplace warrants that, during term of this Agreement, the Services will not deviate materially from the Documentation and will comply in all material respects with the FedRAMP requirements applicable to the Services Offerings.

12.2 Disclaimers. THE LIMITED EXPRESS WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF, AND WE AND OUR AFFILIATES AND LICENSORS HEREBY DISCLAIM ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE SERVICE OFFERINGS OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

12.3 Limitations of Liability.

WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES
FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED
OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR
AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION,
REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE
THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS
AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR
DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING
ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME
OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF
POWER OUTAGES, GOVERNMENT DIRECTIVES OR ACTIONS, SYSTEM FAILURES OR OTHER
INTERRUPTIONS; (B) THE COST

OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS,
EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR
YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED
ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR
FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, OUR AND OUR
AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE
LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE
SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.
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.

14. Miscellaneous

14.1 Confidentiality and Publicity.

(a) You may use Autonomic Confidential Information only in connection with your use of the Service
Offerings as permitted under this Agreement. You will not disclose Autonomic Confidential Information
during the Term or at any time during the 5-year period following the end of the Term. You will take all
reasonable measures to avoid disclosure, dissemination or unauthorized use of Autonomic Confidential
Information, including, at a minimum, those measures you take to protect your own confidential
information of a similar nature. You will not issue any press release or make any other public
communication with respect to this Agreement or your use of the Service Offerings. You will not
misrepresent or embellish the relationship between us and you (including by expressing or implying that
we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply
any relationship or affiliation between us and you or any other person or entity except as expressly
permitted by this Agreement.

(b) We may use Your Confidential Information only in connection with the provision of the Service
Offerings under this Agreement. We will not disclose Your Confidential Information during the term or
at any time during the 5-year period following the end of the Term. We will take all reasonable
measures to avoid disclosure, dissemination or unauthorized use of Your Confidential information,
including, at a minimum, those measures we take to protect our own confidential information of a
similar nature. We will not issue any press release or make any other public communication with
respect to this Agreement or your use of the Service Offerings. We will not misrepresent or embellish
the relationship between us and you (including by expressing or implying that you support, sponsor,
endorse, or contribute to us or our business endeavors), or express or imply any relationship or
affiliation between us and you or any other person or entity except as expressly permitted by this
Agreement.
We recognize 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.

14.2 Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).

14.3 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party’s products or services. Nothing in this Agreement shall be deemed to make us a subcontractor to you for purposes of any contract into which you may enter with the U.S Government, or a state, local or tribal government entity. No provisions from any such contract into which you may enter shall be deemed to flow down to, or otherwise be incorporated into, this Agreement.

14.4 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

14.5 U.S. Government Rights. The Service Offerings are provided to you in order that you may furnish your services and products to the U.S. Government and other state, local and tribal government entities. They are offered as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data"; provided, however, that nothing in this Agreement shall be construed as transferring to you or any Government entity any right, title or license to our patents, technical data, trade secrets, copyrights or trademarks. If you are using the Service Offerings on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Service Offerings. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

14.6 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Service Offerings, including your transfer and processing of Your Content and the provision of Your Content to End Users.

14.7 Notice.

(a) To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the ARC-P™ Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the ARC-P™ Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact us or Autonomic as follows: (i) by facsimile transmission to (919) 653-5599; or (ii) by personal delivery, overnight courier or registered or certified mail to Autonomic Resources, LLC, 200 Cascade Point Lane, Suite 103, Cary, NC27513. We may update the facsimile number or address for notices to us by posting a notice on the ARC-P™ Site (www.autonomicresources.com). Notices provided by personal delivery will be effective
immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

(c) Language. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

14.8 Assignment. You will not assign this Agreement, or delegate or, except as expressly provided herein, sublicense any of your rights under this Agreement without our prior written consent. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

14.9 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

14.10 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

14.11 Governing Law; Venue. The Federal laws of the United States govern this Agreement and any dispute of any sort that might arise between you and us.

14.12 Entire Agreement; English Language. This Agreement includes the Policies, together with the underlying GSA Schedule Contract, Schedule Price List and Purchase Order(s), constitutes the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement, together with the underlying GSA Schedule Contract, Schedule Price List, and Purchase Order(s), supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. Notwithstanding any other agreement between you and us, the security and data privacy provisions in Section 4 of this Agreement contain our and our affiliates' entire obligation regarding the security, privacy and confidentiality of Your Content.

If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

14.13 Audits. You shall afford us or a third-party auditor, upon reasonable notice and during business hours, subject to applicable Government security requirements, access to your books and records associated with this Agreement for the purpose of conducting periodic or special audits as may be required of us by a Government entity. You also shall cooperate with any Government audit or investigation that may arise with respect to your participation under this Agreement.

14.14 Demonstrations. You will not represent Autonomic Resources, or demonstrate the ARC-P™ environment, in any meetings, briefings or otherwise without our prior written consent. You shall coordinate the scheduling of any briefings and demonstrations through our administrative office using the contact information herein.

15. Definitions

"Acceptable Use Policy" means the policy terms relating to the acceptable use of ARC-P.
"API" means an application program interface.

"Autonomic Confidential Information" means all nonpublic information disclosed by Autonomic, us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Autonomic Confidential Information includes: (a) nonpublic information relating to Autonomic or affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you, Autonomic, and us or our affiliates. Autonomic Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Autonomic Confidential Information. We recognize 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.

"Autonomic Content" means Content Auto or any of its affiliates make available in connection with the Services or on the ARC-P™ Site to allow access to and use of the Services, including WSDLs; Documentation; sample code; software libraries; command line tools; and other related technology. Autonomic Content does not include the Services.

"Autonomic Marks" means any trademarks, service marks, service or trade names, logos, and other designations of Autonomic and its affiliates that we may make available to you in connection with this Agreement.

"ARC-P™" means the Autonomic Resources Cloud Platform and any successor or related site designated by us.

"Content" means software (including machine images), data, text, audio, video, images or other content.

"Documentation" means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the Services, as such documentation may be updated by us from time to time.

"End User" means any individual, entity or Government that directly or indirectly: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service Offerings under your account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own Autonomic account, rather than your account.

"Government" means the United States Federal, State, local or tribal government or agencies, as applicable. "Policies" means the Acceptable Use Policy, the Site Terms, the Service Terms, the Trademark Use Guidelines, all restrictions described in the Autonomic Content and on the ARC-P™ Site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials referenced on the ARC-P™ Site.

"Service" means each of the web services made available to you by us, Autonomic, or our affiliates, including those web services described in the Service Terms.

"Service Level Agreement" means the service level agreements that we, or Autonomic offer with respect to the Services as described in Schedule 6.1.
“Service Offerings” means the Services (including associated APIs), the Autonomic Content, the Autonomic Marks, the ARC-P™ Site, and any other product or service provided by us under this Agreement. Service Offerings do not include Third Party Content.

“Service Terms” means the rights and restrictions for particular Services.

"Site Terms" means the terms of use. As such, they may be updated by us from time to time.

“Statement of Work” means a written document approved by you and Autonomic that sets forth with specificity the Services required by you and the pricing for such Services. A Statement of Work shall be subject to the terms and conditions of this Agreement and be incorporated herein by reference, whether or not it is physically attached hereto.

"Suggestions" means all suggested improvements to the Service Offerings that you provide to us.

"Term" means the term of this Agreement described in Section 9.1.

"Third Party Content" means Content made available to you by any third party on the ARC-P™ Site or in conjunction with the Services.

"Trademark Use Guidelines" means the guidelines and license, as they may be updated by us from time to time.

Your Confidential Information” means all nonpublic information disclosed by you, your affiliates, business partners or your or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Your Confidential Information includes: (a) nonpublic information relating to you or your affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that you are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Your Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to us at the time of our receipt from you, (iii) is received from a third party who did not acquire or disclosure the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by us without reference to Your Confidential Information.

"Your Content" means Content you or any End User (a) run on the Services, (b) cause to interface with the Services, or (c) upload to the Services under your account(s) or otherwise transfer, process, use or store in connection with your account(s).

**Schedule 5.1**

ARC-P Security and Data Privacy – Customer Responsibilities

The following controls are the responsibility of the customer to:

1. Understand
2. deploy; and
3. maintain control effectiveness

The term “customer” shall mean and include the party contracting directly with Autonomic Resources pursuant to the Cloud Services Agreement to which this Schedule 5.1 is attached and that party’s End Users.

**Customer Responsibilities**
ARC-P customers should review all ARC-P customer responsibilities. If there are any questions with regard to ARC-P customer responsibilities, please contact the GCS ARC-P ISSO or your assigned GCS account manager.

Ref #

Customer Responsibility

1. The customer appointed contact or contract POC is responsible for identifying customer-approved users for the ARC-P Portal and specifying access privileges for each user (Provisioning, Billing). The customer POC may send these to GCS via agreed upon secure method or enter a support request ticket within the GCS ticketing system.

2. The ARC-P customer appointed contact or contract POC is responsible for identifying new ARC-P accounts and creating requests to create, modify, disable or remove existing ARC-P accounts in the GCS ticketing system for authorized customer users.

3. Public IP addresses for customer use within the ARC-P environment are managed and provisioned using the ARC-P customer portal. Public IP addresses can be requested and configured using the interface available to all customer accounts. The ARC-P management system does not allow for assigning request public IP addresses directly to customer virtual machines but, after provisioning, assigns the public IP to the specified customer VPC vRouter that provides edge connectivity from the customer’s internal network tiers to the public Internet. Public IPs that are attached to the customer’s private VPC vRouter can be translated through to internal virtual machines allowing for the external publishing of specified internal services without exposing the virtual machine to the public Internet directly. Port translation and access control configuration governing the types of traffic allowed through these public IP addresses can be performed directly through the standard customer portal. All translation and access control configuration relating to public IP addresses assigned to a customer is the sole responsibility of the customer. Additional service hardening for virtual machines that are externally accessible is also the sole responsibility of the customer and care should be taken whenever exposing a server or service to externally sourced traffic. Internal traffic between virtual machines on the same network tier does not pass through the VPC vRouter and therefore is not filtered using the portal-based access control tools. A host-based firewall solution should be used on any virtual machine that requires access control within a local subnet. All virtual machine based firewall configuration is the sole responsibility of the customer.

4. The ARC-P customer is responsible for separating the duties of customer-approved users to the ARC-P Portal as necessary. The ARC-P customer should document separation of duties for customer approved ARC-P Portal users and implement separation of duties through requested ARC-P Portal access accounts.

5. The customer appointed contact or contract POC is responsible for identifying customer agency approved users for the ARC-P Portal and specifying access privileges for each user.

6. Public IP Network -- Configuring public IPs for virtual machines -- GCS allows clients to configure VPC vRouters that act as the edge protection device for their cloud environment. Public IP addresses are provisioned by the customer through the ARC-P cloud services portal. Public IP addresses are assigned directly to the edge VPC vRouter and cannot be assigned directly to a customer virtual machine. All public IPs are assigned to the VPC vRouter and services can be published using standard destination NAT rules to make ports/internal IPs reachable from the public Internet if necessary. Firewalling and access control takes place on the VPC vRouter and it is the customer’s responsibility to secure and properly configure the mechanisms governing control of their network traffic. In this model the VPC vRouter provides multiple services acting as a firewall/gateway/router/VPN endpoint appliance.
Customer Virtual Networks (CVN) -- Creating and Configuring CVNs -- The ARC-P Cloud Services Portal allows for CVNs (also called Network Tiers) to be created and managed so that clients can create a virtual DMZ or additional internal CVNs.

Once created, a client can create network interfaces on their virtual machines attached to that CVN. IP addressing within the CVN is the client's responsibility and facilitated through the ARC-P cloud services portal.

TIC compliance – The customer agency is responsible for ensuring agency defined TIC process are followed and any Internet bound traffic is routed through a defined and approved agency TICAP. GCS can assist agencies with resources on how to create VPN connections to agency TICAPs using VPC vRouters for VPN and routing configuration.

7 The customer is responsible for reviewing the ARC-P FedRAMP Security Authorization Package and separately assessing and authorizing any controls deferred to the customer relating to shared touch points included in the ARC-P authorization boundary and any customer applications leveraging the ARC-P infrastructure.

8 It is the ARC-P customer's responsibility to request Telecommunications Service Priority for ARC-P customer environments that may support national security emergency preparedness. The ARC-P customer point of contact may request Telecommunications Service Priority by contacting their GCS Support Team customer advocate or by contacting the ARC-P ISSO.

9 For ARC-P Portal customer access, the GCS ARC-P customer appointed contact is responsible for obtaining authorization from customer organizational officials account creation requests for ARC-P customer users.

10 The GCS ARC-P customer appointed contact is responsible for distribution of RSA SecurID hardware tokens to ARC-P customer users. The GCS ISSM distributes all ARC-P customer RSA SecurID token to the ARC-P customer appointed contact. The ARC-P customer appointed contact is responsible for further distributing token to customer users ensuring the correct RSA SecurID token is assigned to the correct customer user and verifying their identity.

11 While assigned to customer approved ARC-P users, those users are responsible for protecting RSA SecurID tokens for ARC-P access from unauthorized disclosure and modification.

12 ARC-P Cloud Service Portal access is defined in IA-2. Once a user authenticates via RSA SecurID two-factor authentication, they are presented with an additional username and password prompt for the ARC-P Cloud Services Portal. The ARC-P Cloud Services Portal provides the ARC-P customer management access of their ARC-P virtual environment for the purpose of creating, monitoring, and destroying virtual machines. The ARC-P Cloud Services Portal does not support requiring strong or complex passwords beyond 8 characters. The ARC-P customer creates the initial password for this account. It is the customer's responsibility to ensure created passwords, meet the FedRAMP HIGH baseline requirements.

13 The GCS ARC-P customer appointed contact is responsible for distribution of RSA SecurID hardware tokens to ARC-P customer users. The GCS ISSM distributes all ARC-P customer RSA SecurID token to the ARC-P customer appointed contact with both accounts and tokens disabled via trackable shipping method. The ARC-P customer appointed contact is responsible for further distributing tokens to customer users ensuring the correct RSA SecurID token is assigned to the correct customer user and verifying their identity.
14 It is the GCS cloud offering customer’s responsibility to identify specific information involved in an information system contamination. Upon discovery of an information spillage incident, the customer should immediately contact the GCS ISSM with information regarding the identified information and/or systems involved in the spillage as well as the degree of sensitivity (security category or classification level) of information involved in the spillage. The GCS ISSM, along with the GCS CIRT Coordinator, will then enact the GCS Incident Response Plan and notify GCS CIRT Team members as appropriate and notify the assigned FedRAMP ISSO and FedRAMP Cybersecurity Program Manager.

15 ARC-P SDC Customers: The ARC-P ISSO, as part of the monthly physical access authorization review, sends the current list of authorized individuals for ARC-P SDC customer private cages to the ARC-P SDC customer appointed point-of-contact. It is the ARC-P SDC customer’s responsibility to review the list of physical access authorizations for their ARC-P SDC private cage monthly. Any changes in access authorizations should be submitted to GCS in the form a support ticket in the GCS ticketing system.

16 ARC-P SDC Customers: It is the ARC-P SDC customer’s responsibility to request access authorization removal for ARC-P SDC customer staff when access to the customer’s ARC-P SDC private cage is no longer required. The ARC-P SDC customer appointed point-of-contact may request physical access authorization removal by creating a support ticket in the GCS ticketing system.

17 The customer point of contact is responsible for advising GCS immediately upon any agency employee termination or transfer for users with GCS cloud offering access. Upon notification, GCS will disable both the user account and RSA SecurID token. The customer POC may advise GCS by creating a support request ticket in the GCS ticketing system.

18 Customers should separately categorize their data in agreement with FIPS 199 and NIST 800-60 to ensure that the security category of information types collected, processed, or stored in the ARC-P provided infrastructure does not exceed HIGH impact for confidentiality, integrity, and/or availability.

19 Customer Virtual Networks (CVN) – Creating and Configuring CVNs – The ARC-P Cloud Services Portal allows for CVNs to be created so that clients can create a virtual DMZ or a dedicated private CVN for their ARC-P virtual environment. A customer CVN can only be created and provisioned for use by that customer through the ARC-P Cloud Services Portal. Once the CVN has been provisioned the customer can create network interfaces on their virtual machines and attach them to the newly created CVN. IP addressing within the CVN is the customer’s responsibility and is at their discretion. Internal subnet address management is facilitated through the ARC-P Cloud Services Portal GUI.

20 DNS and DNSSEC are the responsibility of the ARC-P customer. It is the customer’s responsibility to ensure their virtual name/address resolution systems:

- Provides additional data origin and integrity artifacts along with the authoritative data the system returns in response to name/address resolution queries
- When operating as part of a distributed, hierarchical namespace, provides the means to indicate the security status of child subspaces and (if the child supports secure resolution services) enable verification of a chain of trust among parent and child domains.
- Performs data origin authentication and data integrity verification on the name/address resolution responses the system receives from authoritative sources when requested by client systems.
- Provide name/address resolution service for an organization and are fault- tolerant and implement internal/external role separation.
Encryption for Data at Rest and the management of encryption keys for that data is the responsibility of the ARC-P customer. It is the customer's responsibility to ensure their data is encrypted within their individual ARC-P virtual machines. GCS encourages the ARC-P customer to utilize standard operating system, vendor and/or any 3rd party provided software based encryption tools.

Schedule 6.1

ARC-P Service Level Agreement

Autonomic Resources Cloud Platform (ARC-P) (Government Community and Private) is a FedRAMP accredited high availability solution with up to 99.9% uptime. The cloud-service model provides for physical or virtual machines, as well as other resources. ARC-P assures interoperability and support for multiple hypervisor images. Agency virtualized images can be imported and exported from the ARC-P environment at agency request. ARC-P can support large numbers of agency virtual machines with the ability to scale services up and down according to agency customers' varying requirements.

This allows Autonomic to maintain an RPO, Recovery Point Objective, of 60 minutes and an RTO, Recovery Time Objective, of 90 minutes in the case of a drastic redundant failure. Most single failure scenarios allow for instant or near instant recovery with little to no downtime. Provisioning Time Objective for provisioning new infrastructure through the web user interface is dependent on the size of the machine that is being provisioned. A typical machine can be provisioned in less than 10 minutes. This time may vary if the customer is trying to provision an uncommonly large machine.

Autonomic Resources maintains two sites in an ACTIVE/HOT STAND-BY configuration; Ashburn, VA and Atlanta, GA. With the ACTIVE/HOT STAND-BY system in two separate data centers, the entire stack is replicated every sixty minutes. If the system loses an entire data center, ARC-P can maintain normal operations without having to pull from a stored back up.

Autonomic provides Internet bandwidth at the minimum of 100Mbps, which can be quickly increased to 1Gbps when needed.

Autonomic will utilize appropriate cloud and systems engineers to standardize and consolidate the environment, ensure all points of integration are maintained, and the environment is optimized through automation and virtualization. Autonomic will utilize appropriate tools and utilities enhanced with open source utilities for managing the environments.

Autonomic provides system availability 24x7x365 Incident and Problem management services using a combination of 24x7 Integrated Operation Center (IOC), a National Help Desk, and manufacturer service utilities. We provide contact, ticket and service management though our support ticketing system. We will provide voice, web based and email, incident reporting formats, proactive alarming at multiple levels, and a knowledge base repository with ticket status available to the Customer. In addition, Autonomic provides:

- 24x7x365 support for the production environments
- Active monitoring and management of incident ticket queues
- Root cause analysis for all critical events
- Problem and Event management

Support ticket response:

Severity 1 (Critical) – 1 Hour

ARC-P™ Cloud Services Agreement
Having Business Critical Impact: A system/component is inoperable or a critical interface has failed. This indicates the customer is unable to use the platform, resulting in a critical impact on operations and requiring an immediate resolution. Severity 1 applies to production environments only and can encompass issues involving connectivity, firewall, VPN, VMs and certain login issues.

**Severity 2 (Urgent) – 4 Hours**

Having Significant Business Impact: A system/component is severely restricted. This indicates the system/component can be used, but is severely limited in its use. This priority level can encompass issues involving firewall, VPN, VMs and various networking issues.

**Severity 3 (High) – 1 Day**

Having Moderate Impact: A non-critical system/component is malfunctioning. This indicates the system/component is usable, but with limitations, causing moderate business impact. This priority level can encompass issues involving firewall, VPN VMs and login issues.

**Severity 4 (Normal) – 5 Days**

Minimal Impact: These requests are non-critical and cause minimal impact. This priority level can also include technical questions, billing issues or requests for additional disk space, IP addresses or additional user accounts.

**Severity 5 (Low) – 10 Days**

No Impact: This priority level indicates that there is no business impact and can include technical questions or billing issues

Note: Resolution time targets are stated in “Business Days”