



**GENERAL SERVICES ADMINISTRATION FEDERAL ACQUISITION SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE FSS PRICE LIST**

**MULTIPLE AWARD SCHEDULE (MAS) 47QSMD20R0001  
FSC GROUP 70: INFORMATION TECHNOLOGY**

**Contract Number: 47QTCA26D003N**

Period Covered by Contract: February 27, 2026 – February 26, 2031  
Pricelist current through Modification 013: Sept.23, 2026  
Prices Shown Herein are Net (discounts deducted)

**Iron Bow Technologies, LLC**

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Contract Administration Source: [marianne.adams@ironbow.com](mailto:marianne.adams@ironbow.com)

Business Size: Large

UEI: Q2M4FYALZJ89

Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®.. The website for GSA Advantage!® is: <https://www.GSAAdvantage.gov>.

For more information on ordering go to the following website: <https://www.GSA.gov/schedules>

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**SIN 532420L - LEASING OF NEW ELECTRONIC EQUIPMENT**

PSC Code W070 – LEASE-RENT OF ADP EQ & SUPPLIES

Lease or Rental of Equipment: Automatic Data Processing Equipment (Including Firmware), Software, Supplies and Support Equipment

**SIN 33411 PURCHASE OF NEW ELECTRONIC EQUIPMENT**

PSC Code 7010 - ADPE SYSTEM CONFIGURATION

End User Computers/Desktop Computers

Professional Workstations

Servers

Laptop/Portable/Notebook Computers

Large Scale Computers

Optical and Imaging Systems

Other Systems Configuration Equipment, Not Elsewhere Classified

**SIN 811212 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICES, AND/OR REPAIR PARTS/SPARE PARTS**

PSC Code J070 - MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/  
SUPPLIES/SUPPORT EQUIPMENT

Maintenance Service, Repair Service, Third Party Maintenance

Repair Parts/Spare Parts

**SIN 511210 - SOFTWARE LICENSES**

Includes both term and perpetual software licenses, and maintenance.

PSC Code 7030 - ADP SOFTWARE

Large Scale Computers

Operating System; Application; Electronic Commerce (EC); Utility; Communications;  
Core Financial Management; Ancillary Financial Systems; and Special Physical, Visual,  
Speech, and Hearing Aid Software

Microcomputers

Operating System; Application; Electronic Commerce (EC); Utility; Communications;  
Core Financial Management; Ancillary Financial Systems; and Special Physical, Visual,  
Speech, and Hearing Aid Software

**SIN 54151 – SOFTWARE MAINTENANCE SERVICES**

PCS Code J070 MAINT/REPAIR/REBUILD OF SOFTWARE/SUPPLIES

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

**SIN 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

PSC Code D399 - OTHER ADP & TELECOMMUNICATIONS SVCS, NOT ELSEWHERE CLASSIFIED

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

**SIN 517312 - WIRELESS SERVICES**

Wireless Services, including but not limited to Wireless Telecommunications Carriers and Telecommunication Resellers.

PSC Code D304 IT AND TELECOM- TELECOMMUNICATIONS AND TRANSMISSION

Cellular/PCS Voice Services, Paging Services, Internet of Things

**SIN OLM – ORDER-LEVEL MATERIALS (OLM)**

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

Ordering activities may go to [www.gsa.gov/olm](http://www.gsa.gov/olm) for more information on OLMs established and priced at the order level.

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## CUSTOMER INFORMATION

**1a. Table of awarded Special Item Numbers (SINs):**

| SIN     | Description                                                  | Prices     |
|---------|--------------------------------------------------------------|------------|
| 532420L | Leasing of New Electronic Equipment                          | N/A        |
| 33411   | Purchase of New Electronic Equipment                         | .32% - 42% |
| 811212  | Maintenance, Repair Services and/or Repair Parts/Spare Parts | 2% - 9.5%  |
| 511210  | Software Licenses                                            | 5% - 39%   |
| 54151   | Software Maintenance Services                                |            |
| 54151S  | Information Technology Professional Services                 | 5%         |
| 517312  | Wireless Mobility Solutions                                  | 12%        |
| OLM     | Order-Level Materials (OLM)                                  | N/A        |

**1b. Lowest Priced Model Number and Price for Each SIN**

| SIN    | Part Number | GSA Catalog Price |
|--------|-------------|-------------------|
| 33411  | 389-DYLD    | \$0.73            |
| 811212 | 705-1083    | \$0.75            |
| 511210 | 528-DCJR    | \$2.68            |
| 54151  |             |                   |
| 517312 | ZWP2A       | \$133.00          |
| 54151S | TSG1        | \$23.47           |

**1c. See SIN specific Terms and Conditions and terms found in Supplemental Terms and Conditions.  
[Master Price List for IT Professional Services \(SIN 54151S\)](#)**

**2. Maximum Order:**

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

|                               |                                                                     |
|-------------------------------|---------------------------------------------------------------------|
| Special Item Number 532420L - | Leasing of Product                                                  |
| Special Item Number 33411 -   | Purchase of Equipment                                               |
| Special Item Number 811212 -  | Maintenance of Equip., Repair Service, and Repair Parts/Spare Parts |
| Special Item Number 511210 -  | Software Licenses                                                   |
| Special Item Number 54151 -   | Maintenance of Software as a Service                                |
| Special Item Number 54151S -  | Information Technology Professional Services                        |
| Special Item Number 517312 -  | Wireless Services                                                   |

**3. Minimum Order:**

The minimum dollar value of orders to be issued is \$100.00.

**4. Geographic Scope of Contract:**

Geographic Scope of Contract will be domestic delivery only.

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

**5. Point(s) of Production:**

TAA Compliant Countries identified by the product manufacturer in the price list.

**6. Discount from List Prices:**

Prices shown herein are Net, discounts have been deducted.

**7. Quantity Discounts**

- a. Quantity: None.
- b. Dollar Volume: 1% for orders equal to or exceeding \$400,000.00

**8. Prompt Payment Terms:**

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

**9. Foreign Items**

Country of Origin is identified in the contract price list. The country of origin on supplies is determined by the manufacturer of the product. Only TAA Compliant products are included on the contract.

**10a. Time of Delivery**

The Contractor shall ship to destination within the number of calendar days after receipt of order (ARO), as set forth below:

| SPECIAL ITEM NUMBER | DELIVERY TIME (Days ARO)                                          |
|---------------------|-------------------------------------------------------------------|
| 532420L             | As Negotiated by Contractor and Ordering Activity                 |
| 33411               | 30-120 Days per manufacturer's direction. Noted in GSA Advantage! |
| 811212              | 30 Days                                                           |
| 511210              | 30 Days                                                           |
| 54151               | 30 Days                                                           |
| 54151S              | As Negotiated by Contractor and Ordering Activity                 |
| 517312              | 30 Days                                                           |

**10b. Expedited Delivery**

May be available and will be negotiated between the Contractor and the Ordering Activity. Items available for expedited delivery will be noted in this price list.

**10c. Overnight and Two-Day Delivery**

May be available and will be negotiated between the Contractor and the Ordering Activity.

**10d. Urgent Requirements**

When the Multiple Award Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor 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 the Contractor offers an accelerated delivery time acceptable to the ordering activity, 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.

**11. F.O.B Point**

CONUS - F.O.B Destination. Freight costs outside of CONUS delivery will be negotiated by Ordering Activity and Contractor.

**12a. Ordering Address**

Iron Bow Technologies, LLC  
2121 Cooperative Way, Suite 500  
Herndon, VA 20171

**12b. Ordering Procedures**

For supplies and services, the ordering procedures and establishing Blanket Purchase Agreements (BPAs) are found in FAR 8.405.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.
- c. FAR 8.405-3 Blanket purchase agreements (BPAs).

**13. Payment Address**

Iron Bow Technologies, LLC  
P.O. Box 826474  
Philadelphia, PA 19182-6474

**14. Warranty Provisions**

The Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract. Contractor passes the manufacturers' warranties through to their customers. Warranties will vary from part number, product line and manufacturer and can include on-site, depot and replacement. Warranties will also vary in length of their coverage period. Generally, Contractor will provide a replacement unit for product that is DOA (Dead on Arrival) for the first 10 days after delivery. Additional detail may be found in Supplemental Terms and Conditions [IRON BOW RMA, DOA AND RETURN POLICY FOR FEDERAL ORDERING ACTIVITIES UNDER GSA SCHEDULE CONTRACT 47QTCA26D003N](#)

**15. Export Packing Charges**

Not Applicable

**16. Terms and Conditions of Rental, Maintenance, and Repair**

See SIN specific Terms and Conditions and terms found in Supplemental Terms and Conditions. May be determined at Task Order Level.

**17. Terms and Conditions of Installation**

See SIN specific Terms and Conditions and terms found in Supplemental Terms and Conditions. May be determined at Task Order Level.

**18a. Terms and Conditions of Repair Parts**

See SIN specific Terms and Conditions and terms found in Supplemental Terms and Conditions. May be determined at Task Order Level.

**18b. Terms and Conditions for any Other Services**

See SIN specific Terms and Conditions and terms found in Supplemental Terms and Conditions. May be determined at Task Order Level.

**19. List of Service and Distribution Points**

Not Applicable

**20. List of Participating Dealers**

Not Applicable

**21. Preventive Maintenance**

See SIN specific Terms and Conditions and terms found in Supplemental Terms and Conditions. May be determined at Task Order Level.

**22a. Special Attributes such as Environmental Attributes**

Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants) Not Applicable.

**22b. Section 508 Compliance**

If applicable, Section 508 compliance information on the supplies and services offered in this contract will be supplied by the Contractor or Manufacturer upon request via email at the following address:

[GSASales@ironbow.com](mailto:GSASales@ironbow.com) .

**23. Unique Entity Identifier (UEI) Number**

Q2M4FYALZJ89

CAGE Code: 55RC1

**24. Notification Regarding Registration in System for Award Management (SAM) database**

Iron Bow Technologies, LLC, is registered in the System for Award Management (SAM) database.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY CATEGORY HARDWARE  
SUBCATEGORY  
OPTION 1 LEASE  
(SPECIAL ITEM NUMBER 532420L)**

Option 1 Lease Terms and Conditions do not contain a cancellation clause and all leases automatically expire on September 30th or sooner.

|           |                              |          |
|-----------|------------------------------|----------|
| 52.207-5  | Option to Purchase Equipment | Feb 1995 |
| 52.227-14 | Rights in Data-General       | May 2014 |

1. STATEMENT

- a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.
- b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

- a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:
  - i. The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercises its right to terminate under GSAR 552.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.
  - ii. All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering

activity exercises its option to renew, the renewal order shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

b. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

### 3. DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in GSAR 552.212-4(l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

### 4. The following terms and conditions may be included.

#### a. ASSIGNMENT OF CLAIMS

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

#### b. PEACEFUL POSSESSION AND UNRESTRICTED USE

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

#### c. COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

#### d. INSTALLATION AND MAINTENANCE

- i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.
- ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent

renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

e. MONTHLY PAYMENTS:

- i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.
- ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:  
  
For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.  
The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.
- iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.
- iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.
- v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
- vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

f. LEASE END/DISCONTINUANCE OPTIONS

- i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non-Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
  1. to purchase the product for the residual value of the product, or
  2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.
- ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.
- iii. Returns

1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
  - i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
  - ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
  - iii. has no ability to use the returned software.

g. UPGRADES AND ADDITIONS

- i. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
  1. can be removed without causing material damage to the product;
  2. do not reduce the value of the product; and
  3. are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- ii. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
  1. were not leased from the Contractor, and
  2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- iii. Any additions that are not so removable will become the Contractor's property (lien free).
- iv. Leases of additions and upgrades must be co-terminus with that of the product.

h. RISK OF LOSS OR DAMAGE

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

i. TITLE

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and

shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.

j. TAXES

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

k. ADDITIONAL LEASE TERMS

Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY CATEGORY HARDWARE  
SUBCATEGORY  
OPTION 2 LEASE  
(SPECIAL ITEM NUMBER 532420L)**

Option 2 Lease Terms and Conditions contains a cancellation clause, in which the fee must be in accordance with applicable legal principles.

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

|           |                              |          |
|-----------|------------------------------|----------|
| 52.207-5  | Option to Purchase Equipment | Feb 1995 |
| 52.227-14 | Rights in Data-General       | May 2014 |

**1. LEASING PRICE LIST NOTICE**

- a. Contractors must include the following notice in their contract price list for SIN 532420L:

“The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease.”

**2. STATEMENT OF ORDERING ACTIVITY INTENT**

- a. The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the “Lease Term”). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.
- b. Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

**3. LEASE TERM**

- a. The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's

published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

- b. Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR and/or DFAR 232.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period.. This cross fiscal year authority does not apply to multi-year leases.
- c. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.
- d. Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstances.

#### 4. LEASE TERMINATION

- a. The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.
  - i. The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with GSAR 552.212-4 paragraphs (l) and (m).
  - ii. The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.
- b. Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery

order in accordance with GSAR 552.212-4, Contract Terms and Conditions Commercial Items, paragraph (I) Termination for Convenience of the ordering activity. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling.

- c. Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payments for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non- appropriation shall be provided to the Contractor upon request.
- d. Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.
- e. At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

4. The following terms and conditions may be included.

a. ASSIGNMENT OF CLAIMS

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

b. PEACEFUL POSSESSION AND UNRESTRICTED USE

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not

change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

c. COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

d. INSTALLATION AND MAINTENANCE

- i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.
- ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

e. MONTHLY PAYMENTS:

- i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.
- ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:  
  
For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.  
The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.
- iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.
- iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.

- v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
- vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

f. LEASE END/DISCONTINUANCE OPTIONS

- i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non-Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
  - 1. to purchase the product for the residual value of the product, or
  - 2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.
- ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.
- iii. Returns
  - 1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
  - 2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
  - 3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
  - 4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
    - i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
    - ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
    - iii. has no ability to use the returned software.

g. UPGRADES AND ADDITIONS

- i. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
    - 1. can be removed without causing material damage to the product;
    - 2. do not reduce the value of the product; and
    - 3. are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
  - ii. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
    - 1. were not leased from the Contractor, and
    - 2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
  - iii. Any additions that are not so removable will become the Contractor's property (lien free).
  - iv. Leases of additions and upgrades must be co-terminus with that of the product.
- h. RISK OF LOSS OR DAMAGE
- The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.
- i. TITLE
- During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.
- j. TAXES
- The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.
- k. ADDITIONAL LEASE TERMS

Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY CATEGORY  
HARDWARE SUBCATEGORY  
SIN 811212 Hardware Maintenance Order Terms**

**1. Service Areas**

a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a N/A mile radius of the contractor/original equipment manufacturer (OEM) service points. If any additional charge is to apply because of the greater distance from the contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the site identified the Contractor/manufacturer.

**2. Loss or damage**

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

**3. Scope**

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

b) Equipment placed under maintenance and/or service shall be in good operating condition.

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

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

iii) If the equipment was not under the contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

**4. Responsibilities**

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

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

## 5. Maintenance rate provisions

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

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

### c) At the Contractor/OEM's Facility

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

ii) The ordering activity should not return defective equipment to the contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.

### d) At the ordering activity location (within established service areas)

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

### e) At the ordering activity location (outside established service areas)

i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.

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

### f) Labor rates

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

ii) After hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)). Periods of less than one hour will be prorated to the nearest quarter hour.

iii) Sundays and Holidays: When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates shall apply, and will be specified in the GSA Price List (I-FSS-600 Contract Price Lists (OCT 2016)). Periods of less than one hour will be prorated to the nearest quarter hour.

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

g) Repair parts/spare parts rate provision

i) All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in the GSA price list shall be new, standard parts manufactured by the OEM.

ii) All parts shall be furnished at the prices indicated in the contractor's commercial pricelist, at a discount from such listed prices.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY CATEGORY SOFTWARE  
SUBCATEGORY  
(SPECIAL ITEM NUMBER 511210)**

**SCOPE:**

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

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

**1. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 800-338-8866 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00AM eastern to 5:00PM eastern.

## INFORMATION TECHNOLOGY PROFESSIONAL SERVICES (SIN 54151S)

**Service Contract Labor Standards:** The Service Contract Labor Standards (SCLS) are applicable to this contract as it applies to the entire Consolidated MAS Schedule and all services provided. While no specific labor categories have been identified as being subject to SCLS due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CFR 541.300), this contract still maintains the provisions and protections for SCLS eligible labor categories. If and / or when the contractor adds SCLS labor categories / employees to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS matrix identifying the GSA labor category titles, the occupational code, SCLS labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.

## IT Professional Services Descriptions

| SIN    | MFG Part # | *Education/Experience | Labor Category Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------|------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 54151S | BSA1       | BS+2                  | <b>Business Systems / Process Analyst 1</b><br>Functional Responsibility: Under direct supervision analyzes technology systems and processes (e.g., applications, software, architecture, business processes etc.) for different applications. Identifies IT deficiencies that prevent business goals. Assists with the development of test scripts and implementation. Possess working knowledge of structured analysis, data modeling, information systems engineering, cloud computing, financial modeling, sampling, and cost/benefit analysis to plan the system. Specifies the inputs to be accessed by the system, designs the processing steps, and formats the output to meet the users' needs. Prepares cost-benefit and return-on-investment analyses. Assists with 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 progress in accordance with schedules.                                                                                                                                                             |
| 54151S | BSA2       | BS+5                  | <b>Business Systems / Process Analyst 2</b><br>Functional Responsibility: Under general supervision analyzes technology systems and processes (e.g., applications, software, architecture, business processes etc.) for different applications. Identifies IT deficiencies that prevent business goals. Assists with the development of test scripts and service requirements; works closely with end users on project development and implementation. Possess working knowledge of structured analysis, data modeling, information systems engineering, cloud computing, financial modeling, sampling, and cost/benefit analysis to plan the system. Specifies the inputs to be accessed by the system, designs the processing steps, and formats the output to meet the users' needs. Prepares cost-benefit and return-on-investment analyses. Assists with 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 progress in accordance with schedules.                                                                              |
| 54151S | BSA3       | BS+7                  | <b>Business Systems / Process Analyst 3</b><br>Functional Responsibility: Independently analyzes technology systems and processes (e.g., applications, software, architecture, business processes etc.) for different applications. Identifies IT deficiencies that prevent business goals. Assists with the development of test scripts and service requirements; works closely with end users on project development and implementation. Possess working knowledge of structured analysis, data modeling, information systems engineering, cloud computing, financial modeling, sampling, and cost/benefit analysis to plan the system. Specifies the inputs to be accessed by the system, designs the processing steps, and formats the output to meet the users' needs. Prepares cost-benefit and return-on-investment analyses. Provides technical and administrative direction for personnel performing 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 progress in accordance with schedules. |
| 54151S | BSA4       | BS+10                 | <b>Business Systems / Process Analyst 4</b><br>Functional Responsibility: Leads analysis of technology systems and processes (e.g., applications, software, architecture, business processes etc.) for different applications. Identifies IT deficiencies that prevent business goals. Assists with the development of test scripts and service requirements; works closely with end users on project development and implementation. Possess working knowledge of structured analysis, data modeling, information systems engineering, cloud computing, financial modeling, sampling, and cost/benefit analysis to plan the system. Specifies the inputs to be accessed by the system, designs the processing steps, and formats the output to meet the users' needs. Prepares cost-benefit and return-on-investment analyses. Assists other analysts with evaluation and preparation of recommendations for system improvements, optimization, development, and/or maintenance efforts.                                                                                                                                                                                             |

|        |      |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------|------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 54151S | BSP1 | BS+2  | <b>Business Systems Programmer/Program Analyst 1</b><br>Functional Responsibility: Under direct supervision, gathers and analyzes development and design (i.e. web, software, application) requirements. Identifies key features of solution. Designs / programs prototypes based on specifications. Writes / develops source code to accomplish system design. Performs system testing, troubleshooting, administration. Identifies system deficiencies and develops solutions. Prepares software/application technical documentation. Experience in design, programming and development using a variety of formats, including, but not limited to: HTML, CSS, JavaScript, BASIC, C, C++, COBOL, FORTRAN, Ada, and content management systems                                                                                                                                                                                                                                                                                                                                                                                    |
| 54151S | BSP2 | BS+5  | <b>Business Systems Programmer/Program Analyst 2</b><br>Functional Responsibility: Under general supervision, gathers and analyzes development and design (i.e. web, software, application) requirements. Identifies key features of solution. Designs prototypes based on specifications. Writes / develops source code to accomplish system design. Performs system testing, troubleshooting, administration. Identifies system deficiencies and develops solutions. Prepares software/application technical documentation. Provides tools and services to help product management and project management teams deploy releases into production. Participates in the release management lifecycle including scheduling, coordinating, and managing releases of the solution. Experience in design, programming and development using a variety of formats, including, but not limited to: HTML, CSS, JavaScript, BASIC, C, C++, COBOL, FORTRAN, Ada, and content management systems                                                                                                                                             |
| 54151S | BSP3 | BS+7  | <b>Business Systems Programmer/Program Analyst 3</b><br>Functional Responsibility: Independently gathers and analyzes development and design (i.e. web, software, application) requirements. Identifies key features of solution. Designs prototypes based on specifications. Writes / develops source code to accomplish system design. Performs system testing, troubleshooting, administration. Identifies system deficiencies and develops solutions. Prepares software/application technical documentation. Provides tools and services to help product management and project management teams deploy releases into production. Participates in the release management lifecycle including scheduling, coordinating, and managing releases of the solution. Experience in design, programming and development using a variety of formats, including, but not limited to: HTML, CSS, JavaScript, BASIC, C, C++, COBOL, FORTRAN, Ada, and content management systems                                                                                                                                                          |
| 54151S | BSP4 | BS+10 | <b>Business Systems Programmer/Program Analyst 4</b><br>Functional Responsibility: Leads and directs other developers in the design of highly complex software or applications. Gathers and analyzes development and design (i.e. web, software, application) requirements. Identifies key features of solution. Designs prototypes based on specifications. Writes / develops source code to accomplish system design. Performs system testing, troubleshooting, administration. Identifies system deficiencies and develops solutions. Prepares software/application technical documentation. Provides tools and services to help product management and project management teams deploy releases into production. Participates in the release management lifecycle including scheduling, coordinating, and managing releases of the solution. Performs feasibility analysis on potential future projects to management. Experience in design, programming and development using a variety of formats, including, but not limited to: HTML, CSS, JavaScript, BASIC, C, C++, COBOL, FORTRAN, Ada, and content management systems |
| 54151S | CFA1 | BS+1  | <b>Configuration Analyst 1</b><br>Functional Responsibility: Under direct supervision, assists with the review and coordination of general activities. Participates in reviewing changes produced from product design and/or configuration reviews to determine the effect on the end product design and function and determines and prepares documentation necessary for change. Follows process for change reporting, as directed. Reviews released engineering change data, configuration management database configuration items, and changes documenting activities to ensure adherence to configuration management procedures and policies. Gaining exposure to some of the moderately complex tasks within the job function. Occasionally directed in several aspects of the work.                                                                                                                                                                                                                                                                                                                                         |
| 54151S | CFA2 | BS+5  | <b>Configuration Analyst 2</b><br>Functional Responsibility: Under limited supervision, assists with the review and coordination of moderately complex activities. Assists in analyzing changes of product design and/or configuration to determine the effect on the end product design and function and determines and prepares documentation necessary for change. Follows process for change reporting. Reviews released engineering change data, configuration management database configuration items, and changes documenting activities to ensure adherence to configuration management procedures and policies. Gaining exposure to some of the complex tasks within the job function. Occasionally directed in several aspects of the work.                                                                                                                                                                                                                                                                                                                                                                             |

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| 54151S | CFA3 | BS+7  | <b>Configuration Analyst 3</b><br>Functional Responsibility: Independently reviews and coordinates complex activities. Analyzes changes of product design and/or configuration to determine the effect on the end product design and function and determines and prepares documentation necessary for change. Coordinates with customers and manufacturers to determine a process for change reporting. Reviews released engineering change data, configuration management database configuration items, and changes documenting activities to ensure adherence to configuration management procedures and policies. Typically reports to a supervisor or manager. Contributes to moderately complex aspects of a project. Work is generally independent and collaborative in nature.                                                                                                 |
| 54151S | CFA4 | BS+9  | <b>Configuration Analyst 4</b><br>Functional Responsibility: Leads the review for and coordinates complex activities. Makes recommendations regarding product design and/or configuration to determine if product meets form, fit, function as intended after changes. Coordinates with customers and manufacturers to determine a process for change reporting. Ensures changes windows are adhered to by team. Overall responsibility for Service Level Agreements (SLAs) and Operating Level Agreements (OLAs) for Change and Configuration Management. Reviews released engineering change data, configuration management database configuration items, and changes documenting activities to ensure adherence to configuration management procedures and policies. Work is generally independent and collaborative in nature.                                                    |
| 54151S | COM1 | BS+2  | <b>Communications Specialist 1</b><br>Functional Responsibility: Under direct supervision, creates, develops, and/or maintains effective communication strategies. Coordinates external and internal communications flow (memos, newsletters etc.) Designs sketches for mass media communication. Writes communications content. Plans events, seminars and press conferences. Communicates with media (inquiries, interviews, statements, etc.) Collaborates with marketing teams. Maintains mailing lists for dissemination of materials. Assists in the development of issue-related reports.                                                                                                                                                                                                                                                                                      |
| 54151S | COM2 | BS+5  | <b>Communications Specialist 2</b><br>Functional Responsibility: Under general supervision, creates, develops, and/or maintains effective communication strategies. Coordinates external and internal communications flow (memos, newsletters etc.) Designs sketches for mass media communication. Writes communications content. Plans events, seminars and press conferences. Communicates with media (inquiries, interviews, statements, etc.). Collaborates with marketing teams. Maintains mailing lists for dissemination of materials. Assists in the development of issue-related reports. Performs quality assurance of communications materials. Manages communications statements of work, timelines and budgets.                                                                                                                                                          |
| 54151S | COM3 | BS+7  | <b>Communications Specialist 3</b><br>Functional Responsibility: Independently creates, develops, and/or maintains effective communication strategies. Researches, plans, and executes complex marketing, public relations, branding, strategy, media buying and communications projects. Coordinates external and internal communications flow (memos, newsletters etc.) Designs sketches for mass media communication. Writes communications content. Plans events, seminars and press conferences. Communicates with media (inquiries, interviews, statements, etc.) Collaborates with marketing teams. Maintains mailing lists for dissemination of materials. Assists in the development of issue-related reports. Performs quality assurance of communications materials. Manages large communications projects and staff, including statements of work, timelines and budgets. |
| 54151S | COM4 | BS+10 | <b>Communications Specialist 4</b><br>Functional Responsibility: Leads the creation, development, and/or maintenance of effective communication strategies. Researches, plans, and executes complex marketing, public relations, branding, strategy, media buying and communications projects. Coordinates external and internal communications flow (memos, newsletters etc.) Designs sketches for mass media communication. Writes communications content. Plans events, seminars and press conferences. Communicates with media (inquiries, interviews, statements, etc.) Collaborates with marketing teams. Performs quality assurance of communications materials. Manages communications statements of work, timelines and budgets. Manages large communications projects and staff, including statements of work, timelines and budgets.                                       |

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| 54151S | ENG1 | BS+2  | <b>Engineer Level 1</b><br>Functional Responsibility: The Level 1 Engineer performs configuration, implementation, and troubleshooting of network and systems. Engineers participate in the full system lifecycle including analysis, planning, implementation, testing, documentation, and operations. Engineers also participate in activities such as ongoing maintenance of networks and systems; monitoring service-level metrics and commitments; and developing standards, policies, and operational processes. The Level 1 Engineer works on simple tasks independently or works as part of a team on larger more complex projects under the direction of a Project Manager or a senior level Engineer.                        |
| 54151S | ENG2 | BS+5  | <b>Engineer Level 2</b><br>Functional Responsibility: The Level 2 Engineer performs configuration, implementation, and troubleshooting of network and systems. Engineers participate in the full system lifecycle including analysis, planning, implementation, testing, documentation, and operations. Engineers also participate in activities such as ongoing maintenance of networks and systems; monitoring service-level metrics and commitments; and developing standards, policies, and operational processes. The Level 2 Engineer works on simple tasks independently or works as part of a team on larger more complex projects under the direction of a Project Manager or a senior level Engineer.                        |
| 54151S | ENG3 | BS+7  | <b>Engineer Level 3</b><br>Functional Responsibility: The Level 3 Engineer performs configuration, implementation and troubleshooting of network and systems. Engineers participate in the full system lifecycle including analysis, planning, implementation, testing, documentation, and operations. Engineers also participate in activities such as ongoing maintenance of networks and systems; monitoring service-level metrics and commitments; and developing standards, policies, and operational processes. The Level 3 Engineer can work independently to perform complex task and also provide support and assistance to entry-level engineers in a team project.                                                          |
| 54151S | ENG4 | BS+10 | <b>Engineer Level 4</b><br>Functional Responsibility: The Level 4 Engineer performs configuration, implementation and troubleshooting of network and systems. Engineers participate in the full system lifecycle including analysis, planning, implementation, testing, documentation, and operations. Engineers also participate in activities such as ongoing maintenance of networks and systems; monitoring service-level metrics and commitments; and developing standards, policies, and operational processes. The Level 4 Engineer can work independently to perform complex task and also provide support and assistance to entry-level engineers in a team project.                                                          |
| 54151S | ENG5 | BS+12 | <b>Engineer Level 5</b><br>Functional Responsibility: The Level 5 Engineer performs configuration, implementation and troubleshooting of network and systems. Engineers participate in the full system lifecycle including analysis, planning, implementation, testing, documentation, and operations. Engineers also participate in activities such as ongoing maintenance of networks and systems; monitoring service level metrics and commitments; and developing standards, policies, and operational processes. The Level 5 engineer is assigned to the most complex independent technical tasks or performs as a team lead directing and coordinating the technical work of all team members to complete projects successfully. |
| 54151S | HDS1 | HS+2  | <b>Help Desk Specialist 1</b><br>Functional Responsibility: Under direct supervision, provides phone, email, web, and in-person support to users in the areas of e-mail, directories, computer operating systems, technology equipment, desktop applications for all types of computer systems, and applications. Serves as the first point of contact for troubleshooting hardware/software, all types of computer systems, and mobile applications. Typically works from a script for troubleshooting. CompTIA A+, Network+ or comparable certification desired.                                                                                                                                                                     |
| 54151S | HDS2 | HS+4  | <b>Help Desk Specialist 2</b><br>Functional Responsibility: Provides 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, technology equipment, and applications. Serves as the escalation point of contact for troubleshooting specific hardware/software, all types of computer systems, and mobile applications. Researches solutions to specific problems and develops scripts to allow Tier I support to address problems. CompTIA A+, Network+ or comparable certification desired.                                                                                                                        |

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| 54151S | HDS3 | BS+6 | <b>Help Desk Specialist 3</b><br>Functional Responsibility: Provides 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, technology equipment, and applications. Serves as the escalation point of contact for troubleshooting specific hardware/software, all types of computer systems, and mobile applications. Researches solutions to specific problems and develops scripts to allow Tier I and II support to address problems. Interfaces with product Vendors to find the root cause and develop work around to problems. Monitors problem traffic to note trends and perform root cause analysis on frequent issues. CompTIA A+, Network+ or comparable certification required.                                                                                                                                                                              |
| 54151S | HDS4 | BS+8 | <b>Help Desk Specialist 4</b><br>Functional Responsibility: Provides 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, technology equipment, and applications. Serves as the escalation point of contact for troubleshooting specific hardware/software, all types of computer systems, and mobile applications. Researches solutions to specific problems and develops scripts to allow Tier I and II support to address problems. Interfaces with product Vendors to find the root cause and develop work around to problems. Monitors problem traffic to note trends and perform root cause analysis on frequent issues. CompTIA A+, Network+ or comparable certification required.                                                                                                                                                                              |
| 54151S | MMS1 | BS+2 | <b>Multimedia Specialist 1</b><br>Functional Responsibility: Under direct supervision, assists with the design and development of a wide variety of multimedia products using computers, production equipment, and software. Includes, but not limited to development of web pages, videos, models, graphics, etc. Writes, edits, creates layouts for publications, information displays, TV scripts, internal/external websites, multimedia presentations. Promotes content standards and consistency across websites or content management systems. Works with communications staff to ensure content supports corporate goals. Edits and manages the communication content of websites, including communications. Performs various aspects of digital and graphic design including, but not limited to drawing, web development and design, web user interface, interactivity, flash and animation and 3D computer modelling. Ensures designs are consistent with customer requirements.  |
| 54151S | MMS2 | BS+5 | <b>Multimedia Specialist 2</b><br>Functional Responsibility: Under general supervision, assists with the design and development of a wide variety of multimedia products using computers, production equipment, and software. Includes, but not limited to development of web pages, videos, models, graphics, etc. Writes, edits, creates layouts for publications, information displays, TV scripts, internal/external websites, multimedia presentations. Promotes content standards and consistency across websites or content management systems. Works with communications staff to ensure content supports corporate goals. Edits and manages the communication content of websites, including communications. Performs various aspects of digital and graphic design including, but not limited to drawing, web development and design, web user interface, interactivity, flash and animation and 3D computer modelling. Ensures designs are consistent with customer requirements. |
| 54151S | MMS3 | BS+7 | <b>Multimedia Specialist 3</b><br>Functional Responsibility: Independently assists with the design and development of a wide variety of multimedia products using computers, production equipment, and software. Includes, but not limited to development of web pages, videos, models, graphics, etc. Writes, edits, creates layouts for publications, information displays, TV scripts, internal/external websites, multimedia presentations. Promotes content standards and consistency across websites or content management systems. Works with communications staff to ensure content supports corporate goals. Edits and manages the communication content of websites, including communications. Performs various aspects of digital and graphic design including, but not limited to drawing, web development and design, web user interface, interactivity, flash and animation and 3D computer modelling. Ensures designs are consistent with customer requirements.              |

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| 54151S | MMS4 | BS+10 | <b>Multimedia Specialist 4</b><br>Functional Responsibility: Leads the design and development of a wide variety of multimedia products using computers, production equipment, and software. Includes, but not limited to development of web pages, videos, models, graphics, etc. Writes, edits, creates layouts for publications, information displays, TV scripts, internal/external websites, multimedia presentations. Promotes content standards and consistency across websites or content management systems. Works with communications staff to ensure content supports corporate goals. Edits and manages the communication content of websites, including communications. Performs various aspects of digital and graphic design including, but not limited to drawing, web development and design, web user interface, interactivity, flash and animation and 3D computer modelling. Ensures designs are consistent with customer requirements. |
| 54151S | PJL1 | HS+2  | <b>Project Leader Level 1</b><br>Functional Responsibility: The Level 1 Project Leader assists in planning and coordinating systems, process analysis, design, and implementation of projects. Such projects may involve the development of new systems or processes or the substantial modification of existing systems or processes. The Project Leader is responsible for coordinating other resources working on the project and providing leadership, direction, and oversight. The Project Leader provides the technical direction of project teams, but does not provide personnel management or administration. The Level 1 Project Leader is responsible for directing smaller projects with fewer personnel and less risk.                                                                                                                                                                                                                       |
| 54151S | PJL2 | HS+3  | <b>Project Leader Level 2</b><br>Functional Responsibility: The Level 2 Project Leader assists in planning and coordinating systems, process analysis, design, and implementation of projects. Such projects may involve the development of new systems or processes or the substantial modification of existing systems or processes. The Project Leader is responsible for coordinating other resources working on the project and providing leadership, direction, and oversight. The Project Leader provides the technical direction of project teams, but does not provide personnel management or administration. The Level 2 Project Leader is responsible for directing smaller projects with fewer personnel and less risk.                                                                                                                                                                                                                       |
| 54151S | PJL3 | HS+5  | <b>Project Leader Level 3</b><br>Functional Responsibility: The Level 3 Project Leader assists in planning and coordinating systems, process analysis, design, and implementation of projects. Such projects may involve the development of new systems or processes or the substantial modification of existing systems or processes. The Project Leader is responsible for coordinating other resources working on the project and providing leadership, direction, and oversight. The Project Leader provides the technical direction of project teams, but does not provide personnel management or administration. The Level 3 Project Leader is responsible for managing larger projects with more personnel and a higher level of risk.                                                                                                                                                                                                             |
| 54151S | PJL4 | BS    | <b>Project Leader Level 4</b><br>Functional Responsibility: The Level 4 Project Leader assists in planning and coordinating systems, process analysis, design, and implementation of projects. Such projects may involve the development of new systems or processes or the substantial modification of existing systems or processes. The Project Leader is responsible for coordinating other resources working on the project and providing leadership, direction, and oversight. The Project Leader provides the technical direction of project teams, but does not provide personnel management or administration. The Level 4 Project Leader is responsible for managing larger projects with more personnel and a higher level of risk. In addition, the Level 4 Project Leader may provide some direction and oversight of customer or third party personnel who have responsibility for some elements of the overall project plan.                |
| 54151S | PJL5 | BS+2  | <b>Project Leader Level 5</b><br>Functional Responsibility: The Level 5 Project Leader assists in planning and coordinating systems, process analysis, design, and implementation of projects. Such projects may involve the development of new systems or processes or the substantial modification of existing systems or processes. The Project Leader is responsible for coordinating other resources working on the project and providing leadership, direction, and oversight. The Project Leader provides the technical direction of project teams, but does not provide personnel management or administration. The Level 5 Project Leader is responsible for managing the most complex projects with more personnel and the highest level of risk. In addition, the Level 5 Project Leader may provide some direction and oversight of customer or third party personnel who have responsibility for some elements of the overall project plan.   |

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| 54151S | PJM1 | BS+5  | <b>Project Manager Level 1</b><br>Functional Responsibility: The Level 1 Project Manager (PM) is responsible for managing and completing complex projects. PMs are responsible for managing all project staff and insuring that the staff completes all of their assigned tasks on time and correctly. The PM is also responsible for maintaining appropriate communications with customer personnel and insuring that the customer is completely satisfied with all aspects of the project. The PM also manages the test and acceptance process through final customer acceptance. The Level 1 PM is responsible for managing smaller projects with fewer personnel and less risk.                                                                                                                                                                                                                                                            |
| 54151S | PJM2 | BS+7  | <b>Project Manager Level 2</b><br>Functional Responsibility: The Level 2 Project Manager (PM) is responsible for managing and completing complex projects. PMs are responsible for managing all project staff and insuring that the staff completes all of their assigned tasks on time and correctly. The PM is also responsible for maintaining appropriate communications with customer personnel and insuring that the customer is completely satisfied with all aspects of the project. The PM also manages the test and acceptance process through final customer acceptance. The Level 2 PM is responsible for managing smaller projects with fewer personnel and less risk.                                                                                                                                                                                                                                                            |
| 54151S | PJM3 | BS+10 | <b>Project Manager Level 3</b><br>Functional Responsibility: The Level 3 Project Manager (PM) is responsible for managing and completing complex projects. PMs are responsible for managing all project staff and insuring that the staff completes all of their assigned tasks on time and correctly. The PM is also responsible for maintaining appropriate communications with customer personnel and insuring that the customer is completely satisfied with all aspects of the project. The PM also manages the test and acceptance process through final customer acceptance. The Level 3 PM is responsible for managing complex projects with more personnel and a higher level of risk.                                                                                                                                                                                                                                                |
| 54151S | PJM4 | BS+12 | <b>Project Manager Level 4</b><br>Functional Responsibility: The Level 4 Project Manager (PM) is responsible for managing and completing complex projects. PMs are responsible for managing all project staff and insuring that the staff completes all of their assigned tasks on time and correctly. The PM is also responsible for maintaining appropriate communications with customer personnel and insuring that the customer is completely satisfied with all aspects of the project. The PM also manages the test and acceptance process through final customer acceptance. Level 4 PM manages large complex projects with multiple technologies and/or multiple engineers. In addition, the Level 4 PM may provide some direction and oversight of customer personnel who have responsibility for some elements of the overall project plan.                                                                                          |
| 54151S | PJM5 | BS+16 | <b>Project Manager Level 5</b><br>Functional Responsibility: The Level 5 Project Manager (PM) is responsible for managing and completing complex projects. PMs are responsible for managing all project staff and insuring that the staff completes all of their assigned tasks on time and correctly. The PM is also responsible for maintaining appropriate communications with customer personnel and insuring that the customer is completely satisfied with all aspects of the project. The PM also manages the test and acceptance process through final customer acceptance. The Level 5 PM manages large complex projects with multiple technologies and/or multiple engineers. In addition, the Level 5 PM may provide some direction and oversight of customer personnel who have responsibility for some elements of the overall project plan.                                                                                      |
| 54151S | PRO1 | BS+2  | <b>Production Specialist 1</b><br>Functional Responsibility: Under direct supervision, works in the field or studio in various positions, including camera operator, technical director, floor manager, sound technician, editor, master control, tape operations. Works with digital video formats as well as streaming media. Productions range from simple IT-based classroom lecture recording to broadcast-quality productions for IT symposiums. Ensures productions are completed on time and within allocated resources. Content of production materials may include, but are not limited to telemedicine, collaboration and IT training on a variety of IT systems, software and platforms. Must have experience in all aspects of video production and editing, working in both studio and field production, including camera operator, lighting, director, producer, editor and project manager. Excellent customer service skills. |

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| 54151S | PRO2 | BS+5  | <b>Production Specialist 2</b><br>Functional Responsibility: Under limited supervision, works in the field or studio in various positions, including camera operator, technical director, floor manager, sound technician, editor, master control, tape operations. Works with digital video formats as well as streaming media. Productions range from simple IT-based classroom lecture recording to broadcast-quality productions for IT symposiums. Ensures productions are completed on time and within allocated resources. Content of production materials may include, but are not limited to telemedicine, collaboration and IT training on a variety of IT systems, software and platforms. Works independently to provide video services to staff from approved work orders. Must have experience in all aspects of video production and editing, working in both studio and field production, including camera operator, lighting, director, producer, editor and project manager. Excellent customer service skills.                                                                                            |
| 54151S | PRO3 | BS+7  | <b>Production Specialist 3</b><br>Functional Responsibility: Works independently in the field or studio in various positions, including camera operator, technical director, floor manager, sound technician, editor, master control, tape operations. Works with digital video formats as well as streaming media. Productions range from simple IT-based classroom lecture recording to broadcast-quality productions for IT symposiums. Ensures productions are completed on time and within allocated resources. Content of production materials may include, but are not limited to telemedicine, collaboration and IT training on a variety of IT systems, software and platforms. Works independently to provide video services to staff from approved work orders. Must have experience in all aspects of video production and editing, working in both studio and field production, including camera operator, lighting, director, producer, editor and project manager. Excellent customer service skills.                                                                                                         |
| 54151S | PRO4 | BS+10 | <b>Production Specialist 4</b><br>Functional Responsibility: Leads all aspects of video related development to meet program requirements and customer expectations. Works independently in the field or studio in various positions, including camera operator, technical director, floor manager, sound technician, editor, master control, tape operations. Works with digital video formats as well as streaming media. Productions range from simple IT-based classroom lecture recording to broadcast-quality productions for IT symposiums. Ensures productions are completed on time and within allocated resources. Content of production materials may include, but are not limited to telemedicine, collaboration, and IT training on a variety of IT systems, software and platforms. Works independently to provide video services to staff from approved work orders. Must have experience in all aspects of video production and editing, working in both studio and field production, including camera operator, lighting, director, producer, editor and project manager. Excellent customer service skills. |
| 54151S | PSS1 | HS+2  | <b>Project Support Specialist Level 1</b><br>Functional Responsibility: The Level 1 Project Support Specialist (PSS) provides a wide range of general IT-based services that support the functional requirements of a project or customer activity. These areas may include data quality analysis, quality assurance, system or business operations, administration or management support, technical writing or documentation support, training, Earned Value Management support, or general technical expertise in support of customers' activities. The Level 1 PSS can supplement an existing organization or, in concert with other functional areas, can provide complete project fulfillment. Level 1 PSS staff work under the direction of other personnel to produce specific work products or to work as part of a team.                                                                                                                                                                                                                                                                                            |
| 54151S | PSS2 | HS+3  | <b>Project Support Specialist Level 2</b><br>Functional Responsibility: The Level 2 Project Support Specialist (PSS) provides a wide range of general IT-based services that support the functional requirements of a project or customer activity. These areas may include data quality analysis, quality assurance, system or business operations, administration or management support, technical writing or documentation support, training, Earned Value Management support, or general technical expertise in support of customers' activities. The Level 2 PSS staff can supplement an existing organization or, in concert with other functional areas, can provide complete project fulfillment. Level 2 PSS staff work under the direction of other personnel to produce specific work products or to work as part of a team.                                                                                                                                                                                                                                                                                      |

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| 54151S | PSS3 | HS+5  | <b>Project Support Specialist Level 3</b><br>Functional Responsibility: The Level 3 Project Support Specialist provides a wide range of general IT-based services that support the functional requirements of a project or customer activity. These areas may include data quality analysis, quality assurance, system or business operations, administration or management support, technical writing or documentation support, training, Earned Value Management support, or general technical expertise in support of customers' activities. The Level 3 PSS staff can supplement an existing organization or, in concert with other functional areas, can provide complete project fulfillment. Level 3 PSS personnel can support significant work responsibilities with minimal management oversight.                                                                             |
| 54151S | QAE1 | HS+2  | <b>Quality Assurance Engineer 1</b><br>Functional Responsibility: Under direct supervision, carries out procedures to ensure that all information systems products and services meet organization standards and end-user requirements. Responsible for verification and validation, testing, quality assurance, and/or process improvement. May create and/or validate test data for applications/systems, package / test applications, or image/test devices. Reviews and evaluates products and/or processes. Performs workflow analysis and recommends quality improvements. Devises improvements to current procedures and develops models of possible future configurations. CompTIA A+ or additional experience required.                                                                                                                                                        |
| 54151S | QAE2 | BS+2  | <b>Quality Assurance Engineer 2</b><br>Functional Responsibility: Under general direction, carries out procedures to ensure that all information systems products and services meet organization standards and end-user requirements. Responsible for verification and validation, testing, quality assurance, and/or process improvement. May create and/or validate test data for applications/systems, package / test applications, or image/test devices. Reviews and evaluates products and/or processes. Performs workflow analysis and recommends quality improvements. Devises improvements to current procedures and develops models of possible future configurations.                                                                                                                                                                                                       |
| 54151S | QAE3 | BS+5  | <b>Quality Assurance Engineer 3</b><br>Functional Responsibility: Independently carries out procedures to ensure that all information systems products and services meet organization standards and end-user requirements. Responsible for verification and validation, testing, quality assurance, and/or process improvement. May create and/or validate test data for applications/systems, package / test applications, or image/test devices. Reviews and evaluates products and/or processes. Performs workflow analysis and recommends quality improvements. Devises improvements to current procedures and develops models of possible future configurations.                                                                                                                                                                                                                  |
| 54151S | QAE4 | BS+8  | <b>Quality Assurance Engineer 4</b><br>Functional Responsibility: Leads and establishes QA processes and sets up testing environments within all process frameworks (i.e. agile, waterfall, etc.) Develops and adheres to QA procedures to ensure that all information systems products and services meet organization standards and end-user requirements. Responsible for verification and validation, testing, quality assurance, and/or process improvement. May create and/or validate test data for applications/systems, package / test applications, or image/test devices. Reviews and evaluates products and/or processes. Performs complex workflow analysis and recommends quality improvements. Devises improvements to current procedures and develops models of possible future configurations. Performs complex workflow analysis and recommends quality improvements. |
| 54151S | SME1 | BS+16 | <b>Subject Matter Expert Level 1</b><br>Functional Responsibility: Level 1 Subject Matter Expert (SME) provides expertise in a specific area of technology such as networking, data protection, and data security. In this capacity, the SME provides specialized analysis, planning, design, modeling, and implementation support. The SME will employ integrated methodologies appropriate to each task to ensure that the customer's business requirements are met or exceeded. The SME can supplement an existing organization or provide complete project fulfillment in concert with other functional areas. The Level 1 SME possesses significant technical support in the stated area of technology. In addition to supporting customer requirements directly, the Level 1 SME is capable of providing direction to a team project.                                            |

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| 54151S | SME2 | BS+20 | <b>Subject Matter Expert Level 2</b><br>Functional Responsibility: The Level 2 Subject Matter Expert (SME) provides expertise in a specific area of technology such as networking, data protection, and data security. In this capacity, the SME provides specialized analysis, planning, design, modeling, and implementation support. The SME will employ integrated methodologies appropriate to each task to ensure that the customer's business requirements are met or exceeded. The SME can supplement an existing organization or provide complete project fulfillment in concert with other functional areas. The Level 2 SME is a recognized expert in a given area of technology. In addition to providing significant technology support, the Level 2 SME is capable of directing teams engaged in large scale, complex projects. |
| 54151S | SYS1 |       | <b>Systems Administrator 1</b><br>Functional Responsibility: Responsibilities include network, server, cloud platform, websites, platform, and IT systems administration. Implements baseline changes and responds to change requests; performs technical evaluations, analyses, and troubleshooting for all supported systems; builds server and cloud platform configurations by providing technical configuration, setup, installation services, hardware, coordination of application projects; develops technical documentation. MCSA or additional experience may be substituted.                                                                                                                                                                                                                                                       |
| 54151S | SYS2 | HS+3  | <b>Systems Administrator 2</b><br>Functional Responsibility: Responsible for activities related network, server, cloud platform, websites, platform, and health IT systems administration. Assigns personnel to various projects, directs their activities, and evaluates their work. Ensures long-term requirements of systems operations and administration are included in the overall information systems planning of the organization. Responsible for the installation, maintenance, configuration, and integrity of computer software. Implements operating system enhancements that will improve the reliability and performance of the system. MCSA or additional experience may be substituted.                                                                                                                                     |
| 54151S | SYS3 | BS+1  | <b>Systems Administrator 3</b><br>Functional Responsibility: Responsible for activities related network, server, cloud platform, websites, platform, and health IT systems administration. Assigns personnel to various projects, directs their activities, and evaluates their work. Ensures long-term requirements of systems operations and administration are included in the overall information systems planning of the organization. Responsible for the installation, maintenance, configuration, and integrity of computer software. Implements operating system enhancements that will improve the reliability and performance of the system.                                                                                                                                                                                       |
| 54151S | SYS4 | BS+3  | <b>Systems Administrator 4</b><br>Functional Responsibility: Responsible for activities related network, server, cloud platform, websites, platform, and health IT systems administration. Assigns personnel to various projects, directs their activities, and evaluates their work. Ensures long-term requirements of systems operations and administration are included in the overall information systems planning of the organization. Responsible for the installation, maintenance, configuration, and integrity of computer software. Implements operating system enhancements that will improve the reliability and performance of the system.                                                                                                                                                                                       |
| 54151S | TEC1 | HS+2  | <b>Technician Level 1</b><br>Functional Responsibility: The Level 1 Technician provides a range of technical services to support the installation and implementation of networks and computer systems. Duties may range from basic tasks such as unpacking and setting up equipment and removing packing materials, to installing cabling and rack mounted equipment, to basic configuration and testing. The Level 1 Technician works on simple projects independently or is assigned to larger more complex projects and works under the direction of more senior personnel.                                                                                                                                                                                                                                                                |
| 54151S | TEC2 | HS+3  | <b>Technician Level 2</b><br>Functional Responsibility: The Level 2 Technician provides a range of technical services to support the installation and implementation of networks and computer systems. Duties may range from basic tasks such as unpacking and setting up equipment and removing packing materials, to installing cabling and rack mounted equipment, to basic configuration and testing. The Level 2 Technician works on simple projects independently or is assigned to larger more complex projects and works under the direction of more senior personnel.                                                                                                                                                                                                                                                                |

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| 54151S | TEC3 | HS+5 | <b>Technician Level 3</b><br>Functional Responsibility: The Level 3 Technician provides a range of technical services to support the installation and implementation of networks and computer systems. Duties may range from basic tasks such as unpacking and setting up equipment and removing packing materials, to installing cabling and rack mounted equipment, to basic configuration and testing. The Level 3 Technician works on larger and more complex projects independently or provides direction on large projects to less senior personnel. |
| 54151S | TEC4 | BS   | <b>Technician Level 4</b><br>Functional Responsibility: The Level 4 Technician provides a range of technical services to support the installation and implementation of networks and computer systems. Duties may range from basic tasks such as unpacking and setting up equipment and removing packing materials, to installing cabling and rack mounted equipment, to basic configuration and testing. The Level 4 Technician works on larger and more complex projects independently or provides direction on large projects to less senior personnel. |
| 54151S | TSG1 | 0    | <b>Task Support Generalist Level 1</b><br>Functional Responsibility: The Level 1 Task Support Generalist (TSG) provides skilled labor for a wide range of activities in support of a diverse array of projects or programs. The TSG works under the direction of senior personnel and generally provides skilled, but cost-effective labor for lower level tasks. The Level 1 TSG works on simple tasks independently or works as part of a team on larger more complex projects under the direction of a Project Manager or Project Leader.               |
| 54151S | TSG2 | 2    | <b>Task Support Generalist Level 2</b><br>Functional Responsibility: The Level 2 Task Support Generalist (TSG) provides skilled labor for a wide range of activities in support of a diverse array of projects or programs. The TSG works under the direction of senior personnel and generally provides skilled, but cost-effective labor for lower level tasks. The Level 2 TSG works on simple tasks independently or works as part of a team on larger more complex projects under the direction of a Project Manager or Project Leader.               |
| 54151S | TSG3 | 5    | <b>Task Support Generalist Level 3</b><br>Functional Responsibility: The Level 3 Task Support Generalist (TSG) provides skilled labor for a wide range of activities in support of a diverse array of projects or programs. The TSG works under the direction of senior personnel and generally provides skilled, but cost-effective labor for lower level tasks. The Level 3 TSG can work independently on complex support tasks and can also provide support and assistance to Level 1 and 2 TSG personnel in a team project.                            |
| 54151S | TSG4 | 7    | <b>Task Support Generalist Level 4</b><br>Functional Responsibility: The Level 4 Task Support Generalist (TSG) provides skilled labor for a wide range of activities in support of a diverse array of projects or programs. The TSG works under the direction of senior personnel and generally provides skilled, but cost-effective labor for lower level tasks. The Level 4 can work independently on complex support tasks and can also provide support and assistance to Level 1 and 2 TSG personnel in a team project.                                |
| 54151S | TSG5 | HS   | <b>Task Support Generalist Level 5</b><br>Functional Responsibility: The Level 5 Task Support Generalist (TSG) provides skilled labor for a wide range of activities in support of a diverse array of projects or programs. The TSG works under the direction of senior personnel and generally provides skilled, but cost-effective labor for lower level tasks. The Level 5 TSG is assigned to more complex support tasks or performs as a team lead directing and coordinating the work of all team members to complete projects successfully.          |
| 54151S | TSG6 | HS+2 | <b>Task Support Generalist Level 6</b><br>Functional Responsibility: The Level 6 Task Support Generalist (TSG) provides skilled labor for a wide range of activities in support of a diverse array of projects or programs. The TSG works under the direction of senior personnel and generally provides skilled, but cost-effective labor for lower level tasks. Level 6 TSG is assigned to the most complex support tasks or performs as a team lead directing and coordinating the work of all team members to complete projects successfully.          |

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| 54151S | TSS1 | BS    | <b>Technical Support Specialist Level 1</b><br>Functional Responsibility: The Level 1 Technical Support Specialist (TSS) provides a wide range of IT skills and services to support the functional requirements of a project or customer activity. These skills and services may include on-site support, programming, database administration, system or network administration, configuration management, technical writing, documentation support, training, or other general technical expertise in support of customer's activities. The Level 1 TSS can supplement an existing organization or, in concert with other functional areas, can provide complete project fulfillment. Level 1 TSS personnel generally provide support for one specific job function or technology and take direction from senior personnel.                                                                                 |
| 54151S | TSS2 | BS+2  | <b>Technical Support Specialist Level 2</b><br>Functional Responsibility: The Level 2 Technical Support Specialist (TSS) provides a wide range of IT skills and services to support the functional requirements of a project or customer activity. These skills and services may include on-site support, programming, database administration, system or network administration, configuration management, technical writing, documentation support, training, or other general technical expertise in support of customer's activities. The Level 2 TSS can supplement an existing organization or, in concert with other functional areas, can provide complete project fulfillment. Level 2 TSS personnel can support significant work responsibilities with minimal management oversight.                                                                                                                |
| 54151S | TSS3 | BS+5  | <b>Technical Support Specialist Level 3</b><br>Functional Responsibility: The Level 3 Technical Support Specialist (TSS) provides a wide range of IT skills and services to support the functional requirements of a project or customer activity. These skills and services may include on-site support, programming, database administration, system or network administration, configuration management, technical writing, documentation support, training, or other general technical expertise in support of customer's activities. The Level 3 TSS can supplement an existing organization or, in concert with other functional areas, can provide complete project fulfillment. Level 3 TSS personnel can support significant work responsibilities with minimal management oversight.                                                                                                                |
| 54151S | TSS4 | BS+10 | <b>Technical Support Specialist 4</b><br>Functional Responsibility: The Level 4 Technical Support Specialist (TSS) leads a wide range of IT skills and services to support the functional requirements of a project or customer activity. These skills and services may include on-site support, programming, database administration, system or network administration, configuration management, technical writing, documentation support, training, or other general technical expertise in support of customer's activities. The Level 4 TSS can supplement an existing organization or, in concert with other functional areas, can provide complete project fulfillment. Level 4 TSS personnel is responsible for management oversight of TSS Levels 1-3.                                                                                                                                               |
| 54151S | TST1 | HS+2  | <b>Test Engineer 1</b><br>Functional Responsibility: Evaluates, recommends, and implements automated test tools and strategies. Designs, implements, and conducts test and evaluation procedures to ensure system requirements are met. Develops, maintains, and upgrades automated test scripts and architectures for application products. Writes, implements and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Serves as subject matter specialist providing testing know-how for the support of user requirements for complex to highly complex software/hardware applications. Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection. CompTIA A+, Network+ or comparable certification desired. |
| 54151S | TST2 | HS+5  | <b>Test Engineer 2</b><br>Functional Responsibility: Evaluates, recommends, and implements automated test tools and strategies. Designs, implements, and conducts test and evaluation procedures to ensure system requirements are met. Develops, maintains, and upgrades automated test scripts and architectures for application products. Writes, implements and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Serves as subject matter specialist providing testing know-how for the support of user requirements for complex to highly complex software/hardware applications. Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection. CompTIA A+, Network+ or comparable certification desired. |

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| 54151S | TST3 | HS+10 | <b>Test Engineer 3</b><br>Functional Responsibility: Evaluates, recommends, and implements automated test tools and strategies. Designs, implements, and conducts test and evaluation procedures to ensure system requirements are met. Develops, maintains, and upgrades automated test scripts and architectures for application products. Writes, implements and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Serves as subject matter specialist providing testing know-how for the support of user requirements for complex to highly complex software/hardware applications. Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection. CompTIA A+, Network+ or comparable certification desired. |
| 54151S | TST4 | BS+4  | <b>Test Engineer 4</b><br>Functional Responsibility: Evaluates, recommends, and implements automated test tools and strategies. Designs, implements, and conducts test and evaluation procedures to ensure system requirements are met. Develops, maintains, and upgrades automated test scripts and architectures for application products. Writes, implements and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Serves as subject matter specialist providing testing know-how for the support of user requirements for complex to highly complex software/hardware applications. Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection.                                                           |
| 54151S | TWR1 | BS+2  | <b>Technical Writer 1</b><br>Functional Responsibility: Under direct supervision, prepares instruction manuals, journal articles, and other supporting documents to simplify communication of complex and technical information. Develops, gathers, and disseminates technical information among customers, designers, and manufacturers. Works with internal teams to gain understanding of product and documentation requirements. Produces quality documentation that meets applicable standards. Assists with creating, updating and maintaining information repository. Coordinates, and revises material for publication in written and electronic form (e.g. manuals, SOPs, websites, etc.)                                                                                                                                                                                                            |
| 54151S | TWR2 | BS+5  | <b>Technical Writer 2</b><br>Functional Responsibility: Prepares instruction manuals, journal articles, and other supporting documents to simplify communication of complex and technical information. Designs engaging training materials for a variety of delivery methods, including instructor-led, computer-based, and web-based training. Develops, gathers, and disseminates technical information among customers, designers, and manufacturers. Works with internal teams to gain understanding of product and documentation requirements. Produces quality documentation that meets applicable standards. Assists with creating, updating and maintaining information repository. Coordinates, and revises material for publication in written and electronic form (e.g. manuals, SOPs, websites, etc.)                                                                                             |
| 54151S | TWR3 | BS+7  | <b>Technical Writer 3</b><br>Functional Responsibility: Independently prepares instruction manuals, journal articles, and other supporting documents to simplify communication of complex and technical information. Designs engaging training materials for a variety of delivery methods, including instructor-led, computer-based, and web-based training. Develops, gathers, and disseminates technical information among customers, designers, and manufacturers. Works with internal teams to gain understanding of product and documentation requirements. Produces quality documentation that meets applicable standards. Assists with creating, updating and maintaining information repository. Coordinates, and revises material for publication in written and electronic form (e.g. manuals, SOPs, websites, etc.)                                                                               |
| 54151S | TWR4 | BS+10 | <b>Technical Writer 4</b><br>Functional Responsibility: Leads preparation of instruction manuals, journal articles, and other supporting documents to simplify communication of complex and technical information. Designs engaging training materials for a variety of delivery methods, including instructor-led, computer-based, and web-based training. Develops, gathers, and disseminates technical information among customers, designers, and manufacturers. Works with internal teams to gain understanding of product and documentation requirements. Produces quality documentation that meets applicable standards. Assists with creating, updating and maintaining information repository. Coordinates, and revises material for publication in written and electronic form (e.g. manuals, SOPs, websites, etc.)                                                                                 |

**Equivalency Substitution Table**  
**Years of Experience for Education**

| REQUIREMENT                | EQUIVALENCY 1                                         | EQUIVALENCY 2                                        | EQUIVALENCY 3                                        | EQUIVALENCY 4                                         | EQUIVALENCY 5                                           |
|----------------------------|-------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------|---------------------------------------------------------|
| PhD                        | Masters Degree +3 years related experience            | Bachelors Degree+ 5 years related experience         | Associates Degree +7 years related experience        | High School Diploma/GED + 10 years related experience | No High School Diploma/GED +11 years related experience |
| Masters Degree             | Bachelors Degree +2 years related experience          | Associates Degree + 4 years experience               | High School Diploma/GED + 7 years related experience | 8 years related experience                            | PhD with 3 years experience credit                      |
| Bachelors Degree           | Associates Degree +2 years related experience         | High School Diploma/GED + 5 years related experience | 6 years related experience                           | Masters Degree with 2 years experience credit         | PhD with 5 years experience credit                      |
| Associates Degree          | High School Diploma/GED + 2 years related experience  | 3 years related experience                           | Bachelors Degree with 2 years experience credit      | Masters Degree with 4 years experience credit         | PhD with 7 years experience credit                      |
| High School Diploma/GED    | 1 Year experience                                     | Associates Degree with 2 years experience credit     | Bachelors Degree with 5 years experience credit      | Masters Degree with 7 years experience credit         | PhD with 10 years experience credit                     |
| No High School Diploma/GED | High School Diploma/GED with 1 year experience credit | Associates Degree with 3 years experience credit     | Bachelors Degree with 6 years experience credit      | Masters Degree with 8 years experience credit         | PhD with 11 years experience credit                     |

**Equivalency Substitution Table**  
**Certifications for Years of Experience**

| VENDOR   | ASSOCIATE CERTIFICATIONS                                                          | PROFESSIONAL CERTIFICATIONS                                                             | EXPERT CERTIFICATIONS                                                                                                  |
|----------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| Cisco    | Cisco Certified Network Associate (CCNA), Cisco Certified Design Associate (CCDA) | Cisco Certified Design Professional (CCDP), Cisco Certified Network Professional (CCNP) | Cisco Certified Design Expert (CCDE), The Cisco Certified Internetwork Expert (CCIE), Cisco Certified Architect (CCAr) |
| Dell/EMC | All Dell/EMC Associate level certifications                                       | All Dell/EMC Professional, Specialist, and Product Technology level certifications      | All Dell/EMC Expert & Master level certifications                                                                      |
| Juniper  | Juniper Networks Certified Associate, Juniper Networks Certified Specialist       | Juniper Networks Certified Internet Professional (JNCIP)                                | Juniper Networks Certified Internet Expert (JNCIE)                                                                     |
| RSA      | RSA Associate and Administrator level certifications                              | RSA Professional and Analyst level certifications                                       | N/A                                                                                                                    |
| HPI      | Accredited Integration Specialist                                                 | Accredited Technical Professional                                                       | Accredited Solutions Expert, Master Accredited Solutions Expert                                                        |
| HPE      | Associate and ATP level certifications, Product and Sales certifications          | Professional and ASE level certifications                                               | Expert and Master ASE level certifications                                                                             |
| McAfee   | N/A                                                                               | Certified McAfee Product Specialist                                                     | N/A                                                                                                                    |

|           |                                                                                                                                                  |                                                                                                                                |                                                                                      |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| NetApp    | NetApp Certified Storage Associate - Hybrid Cloud                                                                                                | NetApp Certified Administrator, NetApp Certified Engineer, NetApp Certified Specialist                                         | NetApp Certified Architect                                                           |
| Vmware    | VMware Certified Associate (VCA)                                                                                                                 | VMWare Certified Professional (VCP)                                                                                            | VMware Certified Advanced Professional (VCAP), VMware Certified Design Expert (VCDX) |
| Citrix    | Citrix Certified Associate, Citrix Certified Endpoint Management, Citrix ShareFile Certified, Citrix Virtual Apps and Desktops Service Certified | Citrix Certified Professional                                                                                                  | Citrix Certified Expert                                                              |
| Microsoft | MTA, MCSA                                                                                                                                        | MCSE, MCSA                                                                                                                     | N/A                                                                                  |
| IBM       | IBM Certification                                                                                                                                | IBM Certification+                                                                                                             | IBM Mastery Certification                                                            |
| Symantec  | N/A                                                                                                                                              | Symantec Certified Specialist                                                                                                  | N/A                                                                                  |
| Apple     | Apple Certified Associate                                                                                                                        | Apple Certified Professional; Apple Certified Technician, Apple Certified Technical Coordinator, Apple Certified Administrator | Apple Certified Trainer                                                              |
| Polycom   | N/A                                                                                                                                              | Polycom Certified Videoconferencing Engineer (PCVE)                                                                            | N/A                                                                                  |
| Tenable   | Tenable Certified Sales Associate                                                                                                                | Tenable Certified Engineer                                                                                                     | N/A                                                                                  |
| Palo Alto | Accredited Configuration Engineer (ACE), Accredited Sales Expert (ASE)                                                                           | Palo Alto Networks Certified Network Security Engineer (PCNSE)                                                                 | N/A                                                                                  |
| SNIA      | SNIA Certified Storage Professional (SCSP)                                                                                                       | SNIA Certified Storage Architect (SCSA)                                                                                        | SNIA Certified Storage Networking Expert (SCSN-E)                                    |
| PMI       | N/A                                                                                                                                              | Project Management Institute PMP                                                                                               | N/A                                                                                  |
| ITIL      | ITIL Foundation                                                                                                                                  | ITIL Practitioner, ITIL Intermediate                                                                                           | ITIL Expert, ITIL Master                                                             |
| Six Sigma | Yellow Belt                                                                                                                                      | Green Belt                                                                                                                     | Black Belt                                                                           |
| BISCI     | N/A                                                                                                                                              | N/A                                                                                                                            | Registered Communications Distribution Designer (RCDD)                               |
| Industry  | CompTIA IT Fundamentals+, CompTIA A+                                                                                                             | ISC2 Certified Information Systems Security Professional (CISSP), All other CompTIA certifications not noted as Associate      | N/A                                                                                  |

**Notes:**

- ♦ Associate Level = 1 year of experience
- ♦ Professional Level = 3 years of experience
- ♦ Expert Level = 5 years experience
- ♦ Iron Bow Technologies reevaluates and re-categorizes certifications on a yearly basis in order to accurately ascertain their value for our customers.
- ♦ Certifications may be added or substituted.

## **SUPPLEMENTAL TERMS AND CONDITIONS**



## IRONCARE AND MANAGED CARE TERMS AND CONDITIONS

These IronCare & Managed Care Terms and Conditions represent the agreement ("Agreement") that governs the delivery of IronCare Maintenance, Managed Care, and/or Cloud Video Services (herein referred to as the "Services") from Iron Bow Technologies, LLC ("Iron Bow").

**1. Related Documents.** This Agreement should be read in conjunction with, the following documents also posted at <https://ironbowhealthcare.com/resources/downloads/> (together, the "Supplemental Documents"):

- a) The Applicable Service Description(s), including, but not limited to:
  - i. IronCare Maintenance MEDiC/CLINiC;
  - ii. Bronze Managed Care MEDiC/CLINiC;
  - iii. Silver Managed Care CLINiC;
  - iv. Gold Managed Care CLINiC; and
  - v. Cloud Video Services.
- b) Iron Bow 90 Day Limited Warranty, Disclaimer of Warranty, and End User License Agreement; and
- c) Iron Bow RMA, DOA, and Return Policy.

All capitalized terms in this description have the meaning ascribed to them herein, or, if not defined herein, in the Definitions of Terms.

**2. Parties.** This Agreement is entered into between Iron Bow and each (a) Customer who purchases the Services either directly from Iron Bow or through an Iron Bow Authorized Partner for their own use; or (b) an Iron Bow Authorized Partner (sometimes referred to herein as an "Authorized Partner") who is registered and permitted by Iron Bow to obtain the Services for their Customers or for the Authorized Partner's own internal end-use. In either case, the second party hereto is referred to as a "Customer" or "End User" herein. Customer's purchase of the Services is Customer's act of acceptance of this Agreement, and no further action or acknowledgement is required therefrom.

**3. The Services.** The Services are those services which are:

- a) More fully described and detailed in the Supplemental Documents, which set forth Iron Bow's offering, eligibility requirements, service limitations and customer responsibilities. The Supplemental Documents can be found at <https://ironbowhealthcare.com/resources/downloads/>; and
- b) Either:
  - i. Purchased simultaneously with the supported product; or
  - ii. Renewed prior to the end of an existing services contract coverage period. ("Renewal of the Services," as more fully described below).

*\* Iron Bow reserves the right to refuse any renewal of the Services for any reason, at its sole and absolute discretion.*

**4. Prices and Taxes.** Customer shall pay in full and in advance for all of the Services and shall pay all applicable taxes upon purchase thereof. . Iron Bow shall only (and shall only be obligated to) provide the Services as detailed in a Purchase Order for which Iron Bow has been paid the appropriate fee in full.

**5. Location.** Iron Bow shall invoice, and Customer agrees to pay, insured shipping charges associated with advance replacement units and return of failed units to any non-U.S. customer location.



Second business day equipment delivery is provided for commercially available locations and some domestic and international locations are excluded.

**6. Services Performance.** IronCare services are performed using generally recognized commercial (and in some cases, industry specific) practices and standards. Customer agrees to provide prompt notice of any service concerns and Iron Bow may re-perform any service that failed to meet these standards in Iron Bow's sole and absolute discretion. Iron Bow is not liable for the performance or non-performance of third party vendors, their products, or their services, which are not provided by or through Iron Bow.

**7. Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Iron Bow retains all right, title and interest in and to all marks related to, processes, know-how and knowledge utilized in, and components of the Services, including all worldwide intellectual property and proprietary rights. All inventions, derivatives, discoveries, intellectual property, technical communications, and records originated or prepared pursuant to this Agreement, based on information obtained from Iron Bow, or based on the Services or any part thereof, regardless of the Party responsible for the creation or discovery thereof or improvement thereto, shall be Iron Bow's exclusive property as if originally authored, created, conceived, modified or improved by Iron Bow. Customer agrees to, and shall, execute any document(s) or agreement(s) deemed necessary by Iron Bow to solidify and evidence Iron Bow's right, title and interest therein, or to obtain any form of legal protection therefore. Customer grants Iron Bow a non-exclusive, perpetual, worldwide, royalty-free right and license to any intellectual property that is necessary for Iron Bow and its designees to perform the ordered services.

**8. Confidentiality.**

8.1 Customer is responsible for the security of its proprietary and confidential information. Information exchanged under this Agreement will be treated as confidential only if clearly marked and identified as such at disclosure.

8.2 Each Party agrees not to use any Confidential Information (as defined herein) of the other Party except in performance of this Agreement and not to disclose such information to third parties (other than, as determined by the Receiving Party in good faith, those persons with a genuine "need to know" and who will similarly limit the use and disclosure of the information, such as attorneys, accountants, commercial and investment bankers, consultants, Board members and certain key employees). All information which the Disclosing Party considers confidential will be conspicuously marked or otherwise labeled "Confidential," "Proprietary," "Sensitive" or in another manner clearly indicating its confidential and/or proprietary nature or which, in the case of oral information, is specifically identified at the time of disclosure as being confidential, proprietary or sensitive; provided, however, such oral information will be reduced to writing and delivered to the Receiving Party within ten (10) days of oral disclosure. With respect to both Parties hereto, for purposes hereof, Confidential Information will not include any information that: (i) is now or becomes in the public domain through no breach of this Agreement; (ii) is in the possession of the Receiving Party as of the date of execution hereof and is not subject to nondisclosure obligations; (iii) is independently learned by the Receiving Party from a third party without breach of this Agreement; or (iv) is required by law or order of a court, administrative agency or other governmental body to be disclosed by the Receiving Party. Each Party acknowledges that the other Party will suffer irreparable injury as a result of any use, disclosure, or duplication of its Confidential Information by the other Party in violation of the provisions of this Section 8. Accordingly, either Party will be entitled in such event to seek preliminary and final injunctive relief in addition to any other applicable remedies, including the recovery of damages. The provisions



of this Section 8 will survive the termination or expiration of this Agreement. Each Party will notify the other immediately upon learning of any unauthorized use, disclosure, or duplication of Confidential Information.

- 8.3 Either Party will have the right in its good faith discretion to make such public press releases, announcements or other communications as it reasonably believes are necessary to comply with applicable federal and state securities or other laws and the regulations promulgated by the National Association of Securities Dealers ("NASD") and/or appropriate securities exchanges, as the case may be, but only to the extent of not divulging any proprietary or Confidential Information of the other Party.

9. **Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. Iron Bow does not intend to have, and Customer shall not grant Iron Bow, access to personally identifiable information ("PII"), personal health information ("PHI"), or any similarly restricted and protected information of Customer or any third party (together referred to herein as "Customer Protected Information"). To the extent Iron Bow is granted or has access to Customer Protected Information stored on a system or device of Customer, such access will likely be incidental to Iron Bow's primary function and Customer will remain the data controller of Customer Protected Information at all times. Iron Bow will use any Customer Protected Information to which it is granted or has access strictly for purposes of delivering the services ordered.

## 10 **Indemnification; Limitation of Liability.**

10.1 **Iron Bow's Indemnification Obligation.** Iron Bow shall, at its sole expense, indemnify, defend and hold harmless Customer from any and all damages, losses, costs and claims based upon: (i) an allegation that any of the Services supplied under this Agreement infringes or constitutes wrongful use of any patent, copyright, trademark, trade secret or other proprietary right of any third party; and/or (ii) any grossly negligent or intentionally wrongful act or omission by Iron Bow in the performance of any of the Services supplied under this Agreement, to the proportionate extent Iron Bow is found to be grossly negligent or to have acted intentionally wrongfully. However, Iron Bow shall only be obligated to indemnify, defend and hold harmless Customer pursuant to the foregoing in the event that Customer grants Iron Bow sole control of, and fully cooperates in, the defense and settlement of any such damages, losses, costs and claims. In the event that any of the Services supplied under this Agreement is found to infringe on any intellectual property right of any third-party, Iron Bow may, at its sole and absolute discretion: (a) modify the Services so as to be non-infringing and materially equivalent; (b) procure a license from the owner of the infringed intellectual property, at Iron Bow's sole and absolute discretion; or (c) refund to Customer the prorated balance of any pre-paid amount. The preceding sentence represents Customer's sole recourse and entitlement in the event any of the Services are found to infringe on any intellectual property right of any third-party, and Customer specifically and irrevocably waives its rights to pursue any other or additional damages or compensation of any kind.

10.2 **Customer's Indemnification Obligation.** Customer shall, at its sole expense, indemnify, defend and hold harmless Iron Bow and its subsidiaries, respective officers, directors, employees, agents, successors, subcontractors, suppliers and assigns, (collectively and individually, the "Indemnified Parties") from and against any and all claims, losses, damages, injury, liability, expenses of whatever form or nature and costs, including but not limited to reasonable attorneys' fees and court costs, resulting from, arising out of, or in any way connected with this Agreement, whether or not caused or contributed to by Iron Bow based upon: (i) Customer's use of the products covered by the Services or harm caused thereby; (ii) any negligence or alleged negligence or other

tortious conduct on the part of Customer or Customer's agents, invitees, employees, contractors, subcontractors, officers, directors, and/or end users; (iii) an allegation that any of the Services or covered product, or portion thereof, infringes or constitutes wrongful use of any patent, copyright, trademark, trade secret or other proprietary right of any third party due to the manner in which Customer deployed, utilized, or combined the Services or covered product with other products, services, and/or software that was not approved by Iron Bow in writing; (iv) representations or statements about Iron Bow and/or any of its products or services not specifically authorized by Iron Bow herein or otherwise in writing; (v) alterations of a covered product; and (vi) violation of any applicable law, regulation, or order.

10.3 **Liability for Customer Protected Information.** Customer acknowledges that any grant of access or actual access to Customer Protected Information is an error and breach of this Agreement by Customer. Therefore, Customer shall remain responsible for the security of its proprietary and confidential information, including all Customer Protected Information, and shall at its sole expense, indemnify, defend and hold harmless Iron Bow and its subsidiaries, respective officers, directors, employees, agents, successors, subcontractors, suppliers and assigns, (collectively and individually, the "Indemnified Parties") from and against any and all claims, losses, damages, injury, liability, expenses of whatever form or nature and costs, including but not limited to reasonable attorneys' fees and court costs, resulting from, arising out of, or in any way connected with such a grant of access or actual access to Customer Protected Information, whether or not caused or contributed to by Iron Bow.

10.4 **Limitation of Liability.** IRON BOW'S AND ITS ASSIGNS' LIABILITY FOR ANY DIRECT LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT AND ANY ORDER SHALL BE LIMITED TO, AND SHALL UNDER NO CIRCUMSTANCES EXCEED, THE PRICE PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM (EXCLUDING GROSS SALES TAX). UNDER NO CIRCUMSTANCES WILL IRON BOW OR ITS SUBSIDIARIES, INCLUDING IRON BOW'S AND ITS SUBSIDIARIES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, SHAREHOLDERS, SUBCONTRACTORS OR LICENSORS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR THE LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. UNDER NO CIRCUMSTANCES WILL IRON BOW'S OR ITS SUBSIDIARIES', INCLUDING IRON BOW'S AND ITS SUBSIDIARIES' RESPECTIVE OFFICERS', DIRECTORS', EMPLOYEES', AGENTS', SUCCESSORS', ASSIGNS', SHAREHOLDERS', SUBCONTRACTORS', OR LICENSORS' CUMULATIVE LIABILITY EXCEED THE AMOUNT CUSTOMER PAID IRON BOW FOR THE SERVICES IN CONTROVERSY.

## 11. **Service Exclusions.**

11.1 The Services do not cover any damage or failure caused by:

- a) Any service, software, or product not provided by Iron Bow which impacts products or the Services (regardless of whether such service, software, or product is performing as intended by its manufacture, failing to function properly, or any functional limitations thereof);
- b) Installation or operation of any covered product not in accordance with instructions supplied by Iron Bow;
- c) Improper deployment, use, combination, site preparation, site conditions, environmental conditions, or any other factor not in compliance with the applicable Supplemental Documents, prerequisites, and/or Customer responsibilities;
- d) Alterations, modifications, repair or maintenance not performed by Iron Bow;

- e) Abnormal physical or electrical stress, abnormal environmental conditions, misuse, abuse, negligence, accident, fire or water damage, electrical disturbances, damage related to relocation or transport of the covered product, or any other cause beyond Iron Bow's reasonable control;
- f) Any software not provided by Iron Bow; or
- g) Malware (e.g. virus, worm, etc.) not introduced by Iron Bow.

11.2 The Services do not cover any of the following:

- a) Any product, software, or service provided or licensed for beta, evaluation, testing or demonstration purposes;
- b) Any temporary software modules;
- c) Any product or software that Iron Bow expressly provides on an "As Is" basis; or
- d) Any software for which Iron Bow does not receive a license fee.

**12. Registration.** Customer shall provide the necessary information to register the product to be supported as soon as practicable after the purchase of the Services. In the event a covered product, with proactive monitoring as a component of the Services, changes location, to ensure continued and effective IronCare, Customer must notify Iron Bow of the relocation in writing at least twenty-four (24) hours prior to said relocation, and Customer must further provide the necessary information requested by Iron Bow to make a proper adjustment to the registration. IRON BOW IS NOT OBLIGATED TO PROVIDE THE SERVICES IF CUSTOMER DOES NOT COMPLY AND COOPERATE WITH ITS OBLIGATIONS AS STATED HEREIN. The Services are nontransferable, and shall inure only to the benefit of the original purchaser thereof.

**13. Assignment.** Customer shall not, and may not, assign this Agreement, in whole or in part, or its rights or obligations hereunder, without Iron Bow's prior express written consent. In the event of an unauthorized attempted or purported assignment of this Agreement by Customer, Iron Bow shall have an immediate right to terminate this Agreement without any liability whatsoever, and Customer nor its purported assignee shall have any right to continue the Services nor any refund related thereto. This Agreement may be executed and performed by Iron Bow affiliates or assignees.

**14. Renewal of the Services.** Iron Bow may, in its sole and absolute discretion, offer the option for Customer to purchase Renewal of the Services. Renewal of the Services must be purchased and registered prior to the expiration of the existing service contract. *Any attempt to purchase Renewal of the Services after the expiration of the existing service contract may be subject to a fee to inspect the subject product, at Iron Bow's sole and absolute discretion. Iron Bow reserves the right to refuse any purchase of Renewal of the Services which Iron Bow determines would require inspection, for any or no reason, at its sole and absolute discretion, before or after inspection thereof.*

**15. Term and Termination.**

15.1 **Term.** This Agreement shall commence on the date of purchase of the subject service contract, or the date of expiration of the previous service contract in the event of a service contract renewal, and remain effective for the warranty, coverage, or service period specified in the order and for which Iron Bow is paid in full at the time of purchase.

15.2 **Advance Termination.** Notwithstanding anything to the contrary in this Agreement, Customer may terminate this Agreement, with or without cause, on thirty (30) days written notice to Iron Bow.

15.3 **Termination for Cause.** Iron Bow shall have the right to terminate this Agreement immediately, and without any liability whatsoever to Customer or any third party, in the event that Customer (i) breaches any material term hereof or fails to perform or observe any condition of this Agreement (in Iron Bow's sole discretion); (ii) fails to make timely payment on any order for the



Services; (iii) fails to fulfill its obligations and responsibilities hereunder (including under any Supplemental Document) which adversely affects Iron Bow or its ability to provide the Services in its normal course and pursuant to its standard practices; (iv) becomes insolvent; or (v) has a receiver or other similar officer appointed. Failure by Iron Bow to take such action, immediately or otherwise, shall not constitute a waiver of said right or any other right Iron Bow may have through contract, law or otherwise.

- 15.4 **Effect of Termination.** Under no circumstances shall Customer be entitled to any refund due to a termination of this Agreement pursuant to this Section 15. Upon the effective date of any proper termination pursuant to this Section 15, Iron Bow's obligation to provide any and all services hereunder shall cease without any further or additional liability or obligation on Iron Bow's behalf.

16. **One Year Limitation; Discrepancies.** Customer may not bring a claim or action regardless of form, arising out of or related to this Agreement, including any claim of fraud or misrepresentation, more than one (1) year after the expiration of the term of any of the Services at issue, or more than one (1) year after any such cause of action accrues, whichever is earlier. In addition, Customer agrees to bring any administrative discrepancies, including but not limited to, invoice errors, shipment discrepancies and return variances, to Iron Bow's attention in writing within ten (10) days from the date of the incident's occurrence (e.g. invoice date, receipt of good, provision of service, etc.). Customer's failure to raise an administrative discrepancy (with appropriate supporting documentation) within this period will result in the waiver of Customer's right to dispute the incident at a future date.

17. **Force Majeure.** Neither Customer nor Iron Bow shall be liable for any delay in delivery, or delay in the performance of other acts required hereunder (except an obligation to make payment), when resulting from causes wholly beyond the reasonable control of either Party. Such causes shall include, but not be limited to: acts of God, acts of government, wars, revolutions, civil disturbances, strikes, floods, fire, labor disputes or shortages, utility curtailments, power failures, explosions, shortages of equipment or supplies, wrongful acts or omissions of third parties, perils of the sea or other interruption of transportation. Notice to this effect ("Notice of Force Majeure") shall be given in writing or by facsimile, or e-mail confirmed in writing as soon as reasonably possible to the other Party. The existence of such causes of delay shall justify the suspension of performance hereunder by either Party and shall extend the time for such performance for a period equal to the period of delay; provided however, that if such period of delay shall exceed 60 days from the receipt of Notice of Force Majeure, either Party shall have the right to cancel this Agreement without liability.

18. **Notices.** All notice, requests or other written communications required, permitted or otherwise given or sent pursuant or in relation to this Agreement, shall be deemed given if mailed first class, postage paid, or sent by electronic mail or facsimile, and if addressed or sent as follows:

18.1 **In the Case of Customer:** To the address, electronic mail address, or facsimile number provided to Iron Bow by Customer at the time of purchase, upon registration, or the most recent written notice of change of contact information, whether or not still valid.

18.2 **In the Case of Iron Bow:** To Iron Bow Technologies, LLC  
2303 Dulles Station Boulevard, Suite 400  
Herndon, Virginia 20171  
Attn: Contracts/Legal

19. **Severability.** Each sentence, clause, paragraph and provision of this Agreement is entirely independent and severable from every other sentence, clause, paragraph and provision. If any judicial



authority or state or federal regulatory agency or authority determines that any portion of this Agreement is invalid or unenforceable or unlawful, such determination will affect only the specific portion determined to be invalid or unenforceable or unlawful and will not affect any other portion of this Agreement which will remain and continue in full force and effect. In all other respects, all provisions of this Agreement will be interpreted in a manner which favors their validity and enforceability and which gives effect to the substantive intent of the parties.

**20. Survival.** All provisions of this Agreement which are, by their nature, intended to survive the expiration or termination of this Agreement will survive such expiration or termination.

**21. Governing Law and Disputes.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to the conflicts of law principles thereof. All claims, disputes, demands, controversies and differences that may arise between the Parties to this Agreement shall be settled first, by negotiating promptly with each other in good faith. These negotiations shall commence upon the written request of either Party and shall be conducted by the designated representative of each Party. Nothing in this agreement and/or this section shall be construed to relieve a Party of the obligation to continue to pay invoices that are due and owing. If the Parties are unable to resolve the dispute between them within thirty (30) days (or within such longer period as the Parties may otherwise mutually agree) through these negotiations, then the Parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure. If the Parties are unable to resolve the dispute between them within thirty (30) days (or within such longer period as the Parties may otherwise mutually agree) through said mediation, either Party may resort to the judicial process or request another form of alternative dispute resolution to pursue its claims. Any such action shall be filed in a court of competent jurisdiction in the Commonwealth of Virginia. Each Party will bear its own attorney's fees and other costs associated with negotiation, mediation and arbitration provided for in this section. If court proceedings to stay litigation or compel mediation are necessary, the Party who unsuccessfully opposes such proceedings will pay all associated costs, expenses and attorney's fees, which are reasonably incurred by the other Party. If any legal action or other proceedings in a court of competent jurisdiction is brought to enforce the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding, in addition to any other relief to which the prevailing Party may be entitled.

**22. Entire Agreement.** This Agreement (together with the Supplemental Documents) contains the entire agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, understandings, letters of intent, conversations, and negotiations, whether oral or written, with respect to the subject matter hereof. The Parties stipulate that there are no representations with respect to the subject matter of this Agreement except those representations specifically set forth in this Agreement and the Supplemental Documents. In the event of a conflict between this Agreement and the Supplemental Documents this Agreement shall take precedence as to terms and conditions of a legal nature, and the Supplemental Documents shall take precedence as to service level obligations, Customer obligations and responsibilities, matters of a distinctly similar nature thereto, and any issue or matter which any Supplemental Document specifically states it takes precedence over this Agreement in relation to. The Parties specifically agree that in cases of ambiguity in the construction of this Agreement there shall be no presumption against either Party as the "drafter" of this Agreement. Unless expressly agreed upon in writing, and signed by Iron Bow's Chief Financial Officer, Director of Contracts, or General Counsel, any and all additional language, terms and/or conditions provided on any order forms or other documents from Customer are hereby preemptively expressly rejected and shall not



apply. This Agreement may not be changed orally; it may only be amended or modified in writing, and any such amendment or modification must be acknowledged in writing by the Party against whom enforcement of any waiver, change, modification or discharge is sought.



## **Addendum to IronCare & Managed Care Terms and Conditions for Federal Ordering Activities**

This Addendum to IronCare & Managed Care Terms and Conditions for Federal Ordering Activities (this "Addendum") modifies the Iron Bow Technologies, LLC's standard commercial IronCare & Managed Care Terms and Conditions (the "Agreement") and governs the delivery of IronCare Maintenance, Managed Care, and/or Cloud Video Services (herein referred to as the "Services") from Iron Bow Technologies, LLC ("Iron Bow") to Federal Ordering Activities under GSA Schedule Contract GS-35F-0251V.

WHEREAS, the General Services Administration ("GSA") has requested certain modifications to the Agreement; and

WHEREAS, Iron Bow is willing to modify its standard commercial IronCare & Managed Care Terms and Conditions in accordance with GSA's request.

NOW THEREFORE, for sales under GSA Schedule Contract GS-35F-0251V to Federal Ordering Activities, the Agreement shall be modified as follows:

1. The term "Customer" used in the Agreement shall mean a Federal "Ordering Activity." The term "Ordering Activity" is defined as "an entity authorized to order under GSA Schedule contracts as defined in GSA Order ADM4800.2I, as may be revised from time to time."

2. The following sentence is added to the end of Section 2, Parties, of the Agreement:

This Agreement shall not be effective until executed in writing.

3. Section 4 of the Agreement is modified in its entirety to read as follows:

4. **Prices and Taxes.** Iron Bow shall state separately on invoices taxes excluded from the fees, and the Ordering Activity agrees either to pay the amount of the taxes (based on the current value of the equipment) to Iron Bow or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

4. Section 5 of the Agreement is modified in its entirety to read as follows:

5. Iron Bow shall invoice for insured shipping charges associated with advance replacement units and return of failed units to any non-U.S. Ordering Activity location. Second business day equipment delivery is provided for commercially available locations and some domestic and international locations are excluded.

5. The following sentence is added to the end of Section 7, Intellectual Property Rights, of the Agreement:

Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the Ordering Activity shall receive a paid-up, nonexclusive, irrevocable, worldwide license to use such derivative works at no further cost.

6. Subsection 8.2 of the Agreement is modified in its entirety to read as follows:

8.2 Each Party agrees not to use any Confidential Information (as defined herein) of the other Party except in performance of this Agreement and not to disclose such information to third parties (other than, as determined by the Receiving Party in good faith, those persons with a

genuine “need to know” and who will similarly limit the use and disclosure of the information, such as attorneys, accountants, commercial and investment bankers, consultants, Board members and certain key employees). All information which the Disclosing Party considers confidential will be conspicuously marked or otherwise labeled “Confidential,” “Proprietary,” “Sensitive” or in another manner clearly indicating its confidential and/or proprietary nature or which, in the case of oral information, is specifically identified at the time of disclosure as being confidential, proprietary or sensitive; provided, however, such oral information will be reduced to writing and delivered to the Receiving Party within ten (10) days of oral disclosure. With respect to both Parties hereto, for purposes hereof, Confidential Information will not include any information that: (i) is now or becomes in the public domain through no breach of this Agreement; (ii) is in the possession of the Receiving Party as of the date of execution hereof and is not subject to nondisclosure obligations; (iii) is independently learned by the Receiving Party from a third party without breach of this Agreement; or (iv) is required by law or order of a court, administrative agency or other governmental body to be disclosed by the Receiving Party. The provisions of this Section 8 will survive the termination or expiration of this Agreement. Each Party will notify the other immediately upon learning of any unauthorized use, disclosure, or duplication of Confidential Information.

7. Section 8 of the Agreement is expanded with a new Subsection 8.4, which shall read as follows:

8.4 Iron Bow recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor.

8. Subsection 10.1 of the Agreement is hereby modified in its entirety to read as follows:

**10.1 Iron Bow’s Indemnification Obligation.** Iron Bow shall, at its sole expense, indemnify, defend and hold harmless Ordering Activity from any and all damages, losses, costs and claims based upon: (i) an allegation that any of the Services supplied under this Agreement infringes or constitutes wrongful use of any patent, copyright, trademark, trade secret or other proprietary right of any third party; and/or (ii) any grossly negligent or intentionally wrongful act or omission by Iron Bow in the performance of any of the Services supplied under this Agreement, to the proportionate extent Iron Bow is found to be grossly negligent or to have acted intentionally wrongfully. However, Iron Bow shall only be obligated to indemnify, defend and hold harmless Ordering Activity pursuant to the foregoing in the event that Ordering Activity fully cooperates in, the defense and settlement of any such damages, losses, costs and claims. In the event that any of the Services supplied under this Agreement is found to infringe on any intellectual property right of any third-party, Iron Bow may, at its sole and absolute discretion: (a) modify the Services so as to be non-infringing and materially equivalent; (b) procure a license from the owner of the infringed intellectual property, at Iron Bow’s sole and absolute discretion; or (c) refund to Ordering Activity the prorated balance of any pre-paid amount. The preceding sentence represents Ordering Activity’s sole recourse and entitlement in the event any of the Services are found to infringe on any intellectual property right of any third-party, and Ordering Activity specifically and irrevocably waives its rights to pursue any other or additional damages or compensation of any kind. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

9. Subsection 10.2 of the Agreement is hereby deleted in its entirety and replaced with the following:



**10.2 RESERVED.**

**10.** Subsection 10.3 of the Agreement is hereby modified in its entirety to read as follows:

**10.3 Liability for Ordering Activity Protected Information.** Ordering Activity acknowledges that any grant of access or actual access to Ordering Activity Protected Information is an error. Therefore, Ordering Activity shall remain responsible for the security of its proprietary and confidential information, including all Ordering Activity Protected Information.

**11.** The following sentences are added to the end of Subsection 10.4 of the Agreement:

THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

**12.** Section 13 of the Agreement is modified in its entirety to read as follows:

**13. Assignment.** Ordering Activity shall not, and may not, assign this Agreement, in whole or in part, or its rights or obligations hereunder, without Iron Bow's prior express written consent.

**13.** Section 14 of the Agreement is hereby deleted in its entirety and replaced with the following:

**14. Renewal of Service.** Iron Bow may, in its sole and absolute discretion, offer the option for Customer to purchase Renewal of the Services. Renewal of the Services must be purchased and registered prior to the expiration of the existing service contract. Renewal of Service may require an inspection of the subject product at which time an inspection fee may be applicable. Iron Bow, at its sole and absolute discretion will determine if inspection is required and include inspection fees in the Renewal of Services quote, as applicable. Iron Bow reserves the right to refuse any purchase of Renewal of the Services which Iron Bow determines would require inspection, for any or no reason, at its sole and absolute discretion, before or after inspection thereof.

**14.** Subsection 15.2 of the Agreement is modified in its entirety to read as follows:

**15.2 Termination.** When the Ordering Activity is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Iron Bow shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

**15.** Subsection 15.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

**15.3 RESERVED.**

**16.** Section 16 of the Agreement is modified in its entirety to read as follows:

**16. SIX Year Limitation; Discrepancies.** Ordering Activity may not bring a claim or action regardless of form, arising out of or related to this Agreement, including any claim of fraud or misrepresentation, more than six (6) years after the expiration of the term of any of the Services at issue, or more than six (6) years after any such cause of action accrues, whichever is earlier. In addition, Ordering Activity agrees to bring any administrative discrepancies, including but not limited to, invoice errors, shipment discrepancies and return variances, to Iron Bow's attention in writing within ten (10) days from the date of the incident's occurrence (e.g. invoice date, receipt of good, provision of service, etc.). Ordering Activity's failure to raise an administrative discrepancy (with appropriate supporting documentation) within this period will result in the waiver of Ordering Activity's right to dispute the incident at a future date.

**17.** Section 17 of the Agreement is modified in its entirety to read as follows:

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

**18.** Section 21 of the Agreement is modified in its entirety to read as follows:

**21. Governing Law and Disputes.** This Agreement shall be governed by and interpreted in accordance with the Federal laws of the United States, without regard to the conflicts of law principles thereof. Nothing in this agreement and/or this section shall be construed to relieve a Party of the obligation to continue to pay invoices that are due and owing.

**19.** Section 22 of the Agreement is modified in its entirety to read as follows:

**22. Entire Agreement.** This Agreement (together with the Supplemental Documents), the GSA Schedule Contract, Schedule Pricelist and Purchase Order(s), contains the entire agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior agreements, arrangements, understandings, letters of intent, conversations, and negotiations, whether oral or written, with respect to the subject matter hereof. The Parties stipulate that there are no representations with respect to the subject matter of this Agreement except those representations specifically set forth in this Agreement and the Supplemental Documents. In the event of a conflict between this Agreement and the Supplemental Documents this Agreement shall take precedence as to terms and conditions of a legal nature, and the Supplemental Documents shall take precedence as to service level obligations, Ordering Activity obligations and responsibilities, matters of a distinctly similar nature thereto, and any issue or matter which any Supplemental Document specifically states it takes precedence over this Agreement in relation to. The Parties specifically agree that in cases of ambiguity in the construction of this Agreement there shall be no presumption against either Party as the "drafter" of this Agreement. This Agreement may not be changed orally; it may only be amended or modified in writing, and any such amendment or modification must be acknowledged in writing by the Party against whom enforcement of any waiver, change, modification or discharge is sought.

Except as specifically set forth in this Addendum, the Agreement is unaffected and the terms and conditions thereof shall govern the delivery of IronCare Maintenance, Managed Care, and/or Cloud Video Services from Iron Bow to any Ordering Activity. If there is conflict between this Addendum and the Agreement, the terms of this Addendum will prevail.



**FEDERAL ORDERING ACTIVITY ACCEPTANCE.**

In accordance with FAR 1.601(a), the signor below hereby represents and warrants that he/she is a duly warranted Contracting Officer with the authority to enter into an agreement binding on the Government.

Agreed and Accepted:

Federal Ordering Activity: \_\_\_\_\_  
*(Print Name of Federal Ordering Activity)*

\_\_\_\_\_  
*(Signature)*

By: \_\_\_\_\_  
*(Printed Name)*

Its: \_\_\_\_\_  
*(Title of Signor)*

Date: \_\_\_\_\_



## **Iron Bow 90 Day Limited Warranty, Disclaimer of Warranty, and End User License Agreement**

**BY USING YOUR IRON BOW PRODUCT (THE "PRODUCT", WHICH TERM INCLUDES BUT IS NOT LIMITED TO HARDWARE, SOFTWARE, COMPONENTS AND/OR ACCESSORIES) PURCHASED FROM IRON BOW, AN AUTHORIZED RETAILER, OR AN AUTHORIZED RESELLER, YOU AGREE TO THIS LIMITED WARRANTY, DISCLAIMER OF WARRANTY AND END USER LICENSE AGREEMENT. BEFORE USING IT, PLEASE READ THIS WARRANTY CAREFULLY.** Contact your Reseller, Retailer or Iron Bow for more information or with any questions.

This warranty gives you specific legal rights. You may also have other rights which vary from State to State or Province to Province. Nothing in this Limited Warranty, Disclaimer of Warranty, and End User License Agreement Shall prejudice consumer rights granted by applicable mandatory laws.

### **LIMITED WARRANTY**

*Hardware.* Iron Bow Technologies, LLC, or the Iron Bow Technologies, LLC subsidiary, affiliate, or agent selling the Product ("Iron Bow") warrants that commencing from the date of shipment to Customer (and in case of resale by an Iron Bow reseller, commencing not more than ninety (90) days after original shipment by Iron Bow) (the "Effective Date"), and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the warranty card accompanying the Product (if any) (the "Warranty Term"), the Hardware will be free from defects in material and workmanship under normal use. The date of shipment of a Product by Iron Bow is set forth on the packaging material in which the Product is shipped. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of Iron Bow and its suppliers under this limited warranty will be, at Iron Bow's or its service center's option (a) Repair of the Hardware within the warranty period according to Iron Bow's standard repair process or, (b) Shipment of a replacement within the warranty period and according to Iron Bow's standard replacement process, (c) A refund of the purchase price if the Hardware is returned to the party supplying it to Customer, freight and insurance prepaid. Iron Bow replacement parts used in Hardware repair or replacement may be new or equivalent to new. Iron Bow's obligations hereunder are conditioned upon the return of affected Hardware in accordance with Iron Bow's or its service center's then-current Return Material Authorization (RMA) procedures.

*Warranty Restrictions and Exclusions.* The above Hardware warranty and limited warranty in the End User License Agreement ("Software warranty") do not apply if the Software, Hardware, Product or any other equipment upon which the Software is authorized by Iron Bow or its suppliers or licensors to be used (a) has been altered, except by Iron Bow or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Iron Bow, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes. The Software warranty also does not apply to (e) any temporary Software modules; (f) any Software not provided directly by Iron Bow; (g) any Software that Iron Bow expressly provides on an "AS IS" basis; or (h) any Software for which Iron Bow does not receive a license fee.



Iron Bow is not responsible and this warranty does not apply if your Software, Hardware or Product is (a) damaged by use with products not sold or licensed by Iron Bow, (b) opened, modified, or tampered with (including, for example, any attempt to defeat or circumvent any technical limitation or security mechanism, etc.), or its serial number is altered or removed, (c) damaged by any external cause (including, for example, by being dropped, exposed to liquid, used with inadequate ventilation, exposure to freezing or overheating temperatures, etc., or failure to follow instructions in the instruction manual), (d) scratched, dented, etc. or shows other cosmetic damage, or (e) repaired by anyone other than Iron Bow or an authorized warranty and repair service provider.

Iron Bow is not responsible and this warranty does not apply if your Hardware or Product is used with an operating system other than the operating system preinstalled in your Iron Bow Product, or any contemporaneous or later version of that operating system. This warranty also does not apply to consumable parts that are designed to diminish over time unless the failure has occurred due to a defect in materials or workmanship. Iron Bow does not guarantee that your use of the Product will be uninterrupted, timely, secure, or error-free, or that data loss will not occur

#### **DISCLAIMER OF WARRANTY**

EXCEPT AS SPECIFIED IN THIS WARRANTY SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY IRON BOW, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

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*General Limitations.* This is a license, not a transfer of title, to the Software and Documentation, and Iron Bow retains ownership of all copies of the Software and Documentation. Customer acknowledges that the Software and Documentation contain trade secrets of Iron Bow or its suppliers or licensors, including but not limited to the specific internal design and structure of individual programs and associated interface information. Except as otherwise expressly provided under the Agreement, Customer shall only use the Software in connection with the use of Iron Bow equipment purchased by the Customer from an Approved Source and Customer shall have no right, and Customer specifically agrees not to:

- (i) transfer, assign or sublicense its license rights to any other person or entity (other than in compliance with any Iron Bow relicensing/transfer policy then in force), or use the Software on Iron Bow equipment not purchased by the Customer from an Approved Source or on secondhand Iron Bow equipment, and Customer acknowledges that any attempted transfer, assignment, sublicense or use shall be void;
- (ii) make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same;
- (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction or except to the extent that Iron Bow is legally required to permit such specific activity pursuant to any applicable open source license;
- (iv) publish any results of benchmark tests run on the Software;
- (v) use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Iron Bow; or



(vi) disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of Iron Bow. Customer shall implement reasonable security measures to protect such trade secrets.

To the extent required by applicable law, and at Customer's written request, Iron Bow shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Iron Bow's applicable fee, if any. Customer shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Iron Bow makes such information available.

*Software, Upgrades and Additional Copies.* NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO MAKE OR USE ANY ADDITIONAL COPIES OR UPGRADES UNLESS CUSTOMER, AT THE TIME OF MAKING OR ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE TO AN APPROVED SOURCE FOR THE UPGRADE OR ADDITIONAL COPIES; (2) USE OF UPGRADES IS LIMITED TO IRON BOW EQUIPMENT SUPPLIED BY AN APPROVED SOURCE FOR WHICH CUSTOMER IS THE ORIGINAL END USER PURCHASER OR LESSEE OR OTHERWISE HOLDS A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

*Proprietary Notices.* Customer agrees to maintain and reproduce all copyright, proprietary, and other notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in the Agreement, Customer shall not make any copies or duplicates of any Software without the prior written permission of Iron Bow.

*Term and Termination.* The Agreement and the license granted herein shall remain effective until terminated. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Iron Bow shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon termination, Customer shall destroy all copies of Software and Documentation in its possession or control. All confidentiality obligations of Customer, all restrictions and limitations imposed on the Customer under the section titled "General Limitations" and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement. In addition, the provisions of the sections titled "U.S. Government End User Purchasers" and "General Terms Applicable to the Limited Warranty Statement and End User License Agreement" shall survive termination of the Agreement.

*Customer Records.* Customer grants to Iron Bow and its independent accountants the right to examine Customer's books, records and accounts related to this Agreement and/or the products and/or software which are the subject of this Agreement during Customer's normal business hours to verify compliance with this Agreement. In the event such audit discloses non-compliance with this Agreement, Customer shall promptly pay to Iron Bow the appropriate license fees, plus the reasonable cost of conducting the audit.



*Export, Re-Export, Transfer and Use Controls.* The Software, Documentation and technology or direct products thereof (hereafter referred to as Software and Technology), supplied by Iron Bow under the Agreement may be subject to export controls under the laws and regulations of the United States (U.S.) and any other applicable countries' laws and regulations. Customer shall comply with such laws and regulations governing export, re-export, import, transfer and use of Iron Bow Software and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Iron Bow and Customer each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses.

*U.S. Government End User Purchasers.* The Software and Documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which the Agreement may be incorporated, Customer may provide to Government end user or, if the Agreement is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in the Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.

*Identified Components; Additional Terms.* The Software may contain or be delivered with one or more components, which may include third-party components, identified by Iron Bow in the Documentation, readme.txt file, third-party click-accept or elsewhere (e.g. on Iron Bow's website) (the "Identified Component(s)") as being subject to different license agreement terms, disclaimers of warranties, limited warranties or other terms and conditions (collectively, "Additional Terms") than those set forth herein. You acknowledge these Additional Terms for any such Identified Component(s)."



**FEDERAL ORDERING ACTIVITY ACCEPTANCE.**

In accordance with FAR 1.601(a), the signor below hereby represents and warrants that he/she is a duly warranted Contracting Officer with the authority to enter into an agreement binding on the Government.

Agreed and Accepted:

Federal Ordering Activity: \_\_\_\_\_  
*(Print Name of Federal Ordering Activity)*

\_\_\_\_\_  
*(Signature)*

By: \_\_\_\_\_  
*(Printed Name)*

Its: \_\_\_\_\_  
*(Title of Signor)*

Date: \_\_\_\_\_



## **IRON BOW RMA, DOA AND RETURN POLICY**

This Iron Bow RMA, DOA and Return Policy provides all Iron Bow Technologies, LLC ("Iron Bow") Customers and Authorized Partners (including Resellers and Distributors) with the policies and procedures that must be followed in order to make a claim for a Return Merchandise Authorization ("RMA"), Dead on Arrival ("DOA") product, or other return of a product ordered from Iron Bow. Customer's (including Authorized Partners) purchase of products, IronCare Maintenance, Managed Care Services and/or Cloud Video Services is Customer's act of acceptance of this Agreement, and no further action or acknowledgement is required therefrom.

In the event that the DOA product(s) is subject to a third party (OEM or Distributor) RMA, DOA, and return policies and processes, the third party's RMA, DOA and return policies, processes, and procedures shall take precedence over the policies, processes, and procedures detailed herein. All capitalized terms in this description have the meaning ascribed to them herein, or, if not defined herein, their common definitions in the industry.

### **Definitions.**

**"Authorized Partner"** means a Reseller or Distributor registered and permitted by Iron Bow to obtain the Products for their Customers.

**"Customer"** means the person or entity that first places a Product in productive use as an End User for its own internal use and does not: (i) resell or distribute the Product, and/or (ii) use the Product to provide outsourcing and/or services to others. The terms "Customer" and "End User" may be used interchangeably herein.

**"Dead on Arrival" ("DOA")** means any product(s) that does not operate upon delivery, or fails upon the initial inspection or power-up.

**"OEM"** means the original equipment manufacturer.

**"Product" or "Products"** mean any and all products, equipment, or other tangible items sold by Iron Bow, whether sold directly to a Customer by Iron Bow or by an Authorized Partner.

**"RMA"** means returned merchandise authorization.

1) **Related Documents.** This Agreement should be read in conjunction with, but not in limitation to, the following documents (together, the "Supplemental Documents"):

- a) IronCare & Managed Care Terms and Conditions; and
- b) The applicable warranty, if any, which may be:
  - a) The OEM warranty provided with the product;
  - b) The Iron Bow 90 Day Limited Warranty, Disclaimer of Warranty, and End User License Agreement provided with the product; or
  - c) Any additional warranty sold and provided by Iron Bow or the applicable OEM.

2) **RMAs and Returns.**



2.1 Qualifying for RMA or Return. All sales are final. Except as provided in Iron Bow's warranty statements, Iron Bow does not accept returns unless (i) Iron Bow shipped a Product other than as specified in the Purchase Order, and (ii) such Product is unopened, and (iii) the Product is returned in accordance with this Agreement; or (iv) a Product is DOA, and (v) the DOA Product is returned in accordance with this Agreement.

2.2 RMA and Return Process.

- a) Notice. If Customer desires to return any Product(s) and said Product is eligible for RMA or return hereunder, Customer must notify the appropriate party no later than ten (10) business days from date of delivery.
  - a) Customer shall submit an RMA or Return Product(s) claim for the subject order to the party from whom Customer purchased the Product(s) (either Iron Bow or the Authorized Partner).
  - b) If the Product was purchased directly from Iron Bow, Customer should submit the claim directly to Iron Bow's customer support at 1 (800) 338-8866, and select option # 3 or [ordermgt@ironbow.com](mailto:ordermgt@ironbow.com).
  - c) If the Product was purchased from an Authorized Partner, Customer should contact the Authorized Partner to submit the claim to Iron Bow through said Authorized Partner.
- b) Claim Contents. The claim shall include the serial number of the Product(s), the date of purchase, the name of the purchaser, date of delivery, date RMA or Return claim was submitted, a description of the problem with the Product, the name of the party from whom the Product was purchased, and the party to whom the refund or credit (the selection between which shall be in Iron Bow's sole and absolute discretion) should be provided.
- c) Process for Iron Bow Products. Upon Iron Bow's receipt of the Customer's claim (whether directly from the Customer or via an Authorized Partner), and initial determination that the Product is eligible for RMA or Return, Iron Bow shall issue an RMA number for the Product(s) to the party from whom the claim was received by Iron Bow.
- d) If Iron Bow issues the RMA number directly to the Customer, Customer must include the RMA number on the outer and original carton box when returning the Product to Iron Bow. Iron Bow will issue the refund or credit promptly to the party identified in the claim for such purpose, however, Iron Bow may, and has the right to, delay issuance of the refund or credit until the RMA'ed or Returned Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be eligible for RMA or Return.

If Iron Bow issues the RMA Number to an Authorized Partner, the Authorized Partner shall relay the RMA number, along with any other necessary return information, to the Customer. Customer must include the RMA number on the outer and original carton box when returning the Product(s) to Iron Bow. Iron Bow will issue the refund or credit promptly to the party identified in the claim for such purpose, however, Iron Bow may, and has the right to, delay issuance of the refund or credit until the RMA'ed or Returned Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be eligible for RMA or Return.

2.3 Process for Third Party OEM Products. The Distributor's or OEM's RMA and Return policies and procedures shall govern all RMA's and Returns of third party OEM products. Upon Iron Bow's receipt of the Customer's claim, Iron Bow shall then promptly notify the Distributor/OEM and request an RMA for the return of the Product(s). If the RMA or Return is permissible pursuant to



the Distributor's or OEM's RMA and Return policies and procedures, the Distributor/OEM shall generate an RMA number, which they will provide to Iron Bow, and Iron Bow shall relay to the Customer along with any other necessary return information. Customer must include the RMA number on the outer and original carton box when returning the Product, and follow any other instructions provided for the Distributor/OEM DOA/RMA process. The Distributor/OEM will follow its standard RMA and Return policies and procedures.

3) **DOA Products.**

3.1 Qualifying for DOA Process.

- a) A product may be returned using the DOA process described herein if the product does not operate upon delivery or initial inspection, if such failure to operate is discovered and reported to Iron Bow within ten (10) business days of the date of delivery.
  - \* *Any Product that arrives in damaged packaging should be refused by the Customer. If the Customer accepts Product(s) that arrives in damaged packaging, Customer shall note the damage on the shipment carrier's delivery record so that Iron Bow or the appropriate Authorized Partner may file an insurance claim. Customer's failure to either reject Product(s) that arrives in damaged packaging or note such damage in the shipment carrier's delivery record alleviates Iron Bow of any obligation to honor a request for DOA processing under these procedures.*
- b) Only the original End User or an Authorized Partner may initiate a DOA claim.
  - \* *If you purchased your Product(s) from an Authorized Partner please contact your Distributor or Reseller directly for support, and they will manage the DOA process for you.*
- c) The DOA Product(s) must be received by Iron Bow within 10 business days of the issuance of a DOA or RMA number therefore. In the event that Iron Bow provides a replacement Product based on a DOA claim prior to receipt of the alleged DOA Product, and then either (i) does not receive the alleged DOA Product within said 15 day period; or (ii) determines (in its sole and absolute discretion) that the returned/defective Product was not DOA, Customer will be invoiced for the full MSRP of the replacement Product plus any and all applicable shipping, handling and insurance costs associated with the DOA claim and replacement Product.

3.2 DOA Process.

- b) Notice. If Customer discovers that any Product subject hereto is DOA, Customer must notify Reseller no later than ten (10) business days from date of delivery.
  - a) Customer shall submit a DOA Product claim for the subject order to the party from whom Customer purchased the Product (either Iron Bow or the Authorized Partner).
  - b) If the Product was purchased directly from Iron Bow, Customer should submit the claim directly to Iron Bow's customer support at 1 (800) 338-8866, and select option # 3 or [ordermgt@ironbow.com](mailto:ordermgt@ironbow.com).
  - c) If the Product was purchased from an Authorized Partner, Customer should contact the Authorized Partner to submit the claim to Iron Bow through said Authorized Partner.

- c) Claim Contents. The claim shall include the serial number of the Product(s), the date of purchase, the name of the purchaser, date of delivery, date DOA status was discovered, a description of the problem with the Product, the name of the party from whom the Product was purchased, and the address to which the replacement Product(s) should be shipped.
- d) Process for Iron Bow Products. Upon Iron Bow's receipt of the Customer's claim (whether directly from the Customer or via an Authorized Partner), and initial determination that the Product is DOA, Iron Bow shall issue an RMA number for the DOA product(s) to the party from whom the claim was received by Iron Bow.
- e) If Iron Bow issues the RMA number directly to the Customer, Customer must include the RMA number on the outer and original carton box when returning the Product(s) to Iron Bow. Iron Bow will ship the replacement Product(s) promptly to Customer, however, Iron Bow may, and has the right to, delay shipment of the replacement Product(s) until the returned DOA Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be DOA.  
If Iron Bow issues the RMA Number to an Authorized Partner, the Authorized Partner shall relay the RMA number, along with any other necessary return information, to the Customer. Customer must include the RMA number on the outer and original carton box when returning the Product(s) to Iron Bow. Iron Bow will ship the replacement Product(s) promptly to Customer, however, Iron Bow may, and has the right to, delay shipment of the replacement Product(s) until the returned DOA Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be DOA.
- f) Process for Third Party OEM Products. The Distributor's or OEM's DOA policies and procedures shall govern all DOA claims for third party OEM products. Upon Iron Bow's receipt of the Customer's claim, Iron Bow shall then promptly notify the Distributor/OEM and request an RMA for the return of the DOA product(s). If the DOA claim is permissible pursuant to the Distributor's or OEM's DOA policies and procedures, the Distributor/OEM shall generate an RMA number, which they will provide to Iron Bow, and Iron Bow shall relay to the Customer along with any other necessary return information. Customer must include the RMA number on the outer and original carton box when returning the Product, and follow any other instructions provided for the Distributor/OEM DOA/RMA process. The Distributor/OEM will follow its standard DOA policies and procedures.

4) **Status of Customer's Claim.**

- 4.1 Iron Bow Products. The party from whom Customer purchased the Product(s) (either Iron Bow or the Authorized Partner) shall be Customer's point of contact for all RMA, Return, and DOA related inquiries during the applicable process. That party shall communicate any status updates and lead times for the replacement Product(s), refund, or credit issuance, as applicable, to the Customer. The lead times for the replacement Product(s) are subject to in-stock availability or the lead times to manufacture a replacement Product(s) in the event of insufficient stock. Once the replacement Product(s) have shipped, Iron Bow will provide Customer with a tracking number.



4.2 Third Party OEM Products. Iron Bow shall be Customer's point of contact for all RMA, Return, and DOA related inquiries, and shall be responsible for all communications with the Distributor/OEM during the RMA, Return, or DOA process. Iron Bow shall communicate any Distributor/OEM process requirements, as well as status updates and lead times for the replacement Product(s), refund, or credit issuance, as applicable, to the Customer. The lead times of the replacement Product(s) are subject to Distributor's/OEM's in-stock availability or the lead times applicable to new orders at that time. Once the replacement Product(s) have shipped, Customer shall be provided with any relevant information that Iron Bow is provided by the Distributor/OEM, potentially including tracking numbers, etc.



## **IRON BOW RMA, DOA AND RETURN POLICY FOR FEDERAL ORDERING ACTIVITIES UNDER GSA MAS CONTRACT 47QTCA26D003N**

This Iron Bow RMA, DOA and Return Policy provides all Iron Bow Technologies, LLC ("Iron Bow") Customers that acquire Products under GSA MAS Contract 47QTCA26D003N with the policies and procedures that must be followed in order to make a claim for a Return Merchandise Authorization ("RMA"), Dead on Arrival ("DOA") product, or other return of a product ordered from Iron Bow.

In the event that the DOA product(s) is subject to a third party (OEM or Distributor) RMA, DOA, and return policies and processes, the third party's RMA, DOA and return policies, processes, and procedures shall take precedence over the policies, processes, and procedures detailed herein. All capitalized terms in this description have the meaning ascribed to them herein, or, if not defined herein, their common definitions in the industry.

This Agreement is effective as of the date of execution, and shall continue until otherwise terminated.

### **Definitions.**

**"Authorized Partner"** means a Reseller or Distributor registered and permitted by Iron Bow to obtain the Products for their Customers.

**"Customer"** means the entity that first places a Product in productive use as an End User for its own internal use and does not: (i) resell or distribute the Product, and/or (ii) use the Product to provide outsourcing and/or services to others. The terms "Customer" and "End User" may be used interchangeably herein.

**"Dead on Arrival" ("DOA")** means any product(s) that does not operate upon delivery, or fails upon the initial inspection or power-up.

**"OEM"** means the original equipment manufacturer.

**"Product" or "Products"** mean any and all products, equipment, or other tangible items sold by Iron Bow, whether sold directly to a Customer by Iron Bow or by an Authorized Partner.

**"RMA"** means returned merchandise authorization.

4) **Related Documents.** This Agreement should be read in conjunction with, but not in limitation to, the following documents (together, the "Supplemental Documents"):

- a) IronCare & Managed Care Terms and Conditions; and
- b) The applicable warranty, if any, which may be:
  - a) The OEM warranty provided with the product;
  - b) The Iron Bow 90 Day Limited Warranty, Disclaimer of Warranty, and End User License Agreement provided with the product; or
  - c) Any additional warranty sold and provided by Iron Bow or the applicable OEM.

5) **RMAs and Returns.**

2.4 Qualifying for RMA or Return. All sales are final. Except as provided in Iron Bow's warranty statements, Iron Bow does not accept returns unless (i) Iron Bow shipped a Product other than as specified in the Purchase Order, and (ii) such Product is unopened, and (iii) the Product is returned in accordance with this Agreement; or (iv) a Product is DOA, and (v) the DOA Product is returned in accordance with this Agreement.

2.5 RMA and Return Process.

- a) Notice. If Customer desires to return any Product(s) and said Product is eligible for RMA or return hereunder, Customer must notify the appropriate party no later than ten (10) business days from date of delivery.



- a) Customer shall submit an RMA or Return Product(s) claim for the subject order to the party from whom Customer purchased the Product(s) (either Iron Bow or the Authorized Partner).
- b) If the Product was purchased directly from Iron Bow, Customer should submit the claim directly to Iron Bow's customer support at 1 (800) 338-8866, and select option # 3 or [ordermgt@ironbow.com](mailto:ordermgt@ironbow.com).
- c) If the Product was purchased from an Authorized Partner, Customer should contact the Authorized Partner to submit the claim to Iron Bow through said Authorized Partner.
- b) Claim Contents. The claim shall include the serial number of the Product(s), the date of purchase, the name of the purchaser, date of delivery, date RMA or Return claim was submitted, a description of the problem with the Product, the name of the party from whom the Product was purchased, and the party to whom the refund or credit (the selection between which shall be in Iron Bow's sole and absolute discretion) should be provided.
- c) Process for Iron Bow Products. Upon Iron Bow's receipt of the Customer's claim (whether directly from the Customer or via an Authorized Partner), and initial determination that the Product is eligible for RMA or Return, Iron Bow shall issue an RMA number for the Product(s) to the party from whom the claim was received by Iron Bow.
- d) If Iron Bow issues the RMA number directly to the Customer, Customer must include the RMA number on the outer and original carton box when returning the Product to Iron Bow. Iron Bow will issue the refund or credit promptly to the party identified in the claim for such purpose, however, Iron Bow may, and has the right to, delay issuance of the refund or credit until the RMA'ed or Returned Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be eligible for RMA or Return.

If Iron Bow issues the RMA Number to an Authorized Partner, the Authorized Partner shall relay the RMA number, along with any other necessary return information, to the Customer. Customer must include the RMA number on the outer and original carton box when returning the Product(s) to Iron Bow. Iron Bow will issue the refund or credit promptly to the party identified in the claim for such purpose, however, Iron Bow may, and has the right to, delay issuance of the refund or credit until the RMA'ed or Returned Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be eligible for RMA or Return.

- 2.6 Process for Third Party OEM Products. The Distributor's or OEM's RMA and Return policies and procedures shall govern all RMA's and Returns of third party OEM products. Upon Iron Bow's receipt of the Customer's claim, Iron Bow shall then promptly notify the Distributor/OEM and request an RMA for the return of the Product(s). If the RMA or Return is permissible pursuant to the Distributor's or OEM's RMA and Return policies and procedures, the Distributor/OEM shall generate an RMA number, which they will provide to Iron Bow, and Iron Bow shall relay to the Customer along with any other necessary return information. Customer must include the RMA number on the outer and original carton box when returning the Product, and follow any other instructions provided for the Distributor/OEM DOA/RMA process. The Distributor/OEM will follow its standard RMA and Return policies and procedures.

6) **DOA Products.**

3.3 Qualifying for DOA Process.

- a) A product may be returned using the DOA process described herein if the product does not operate upon delivery or initial inspection, if such failure to operate is discovered and reported to Iron Bow within ten (10) business days of the date of delivery.
  - \* *Any Product that arrives in damaged packaging should be refused by the Customer. If the Customer accepts Product(s) that arrives in damaged packaging, Customer shall note the damage on the shipment carrier's delivery record so that Iron Bow or the appropriate Authorized Partner may file an insurance claim. Customer's failure to either reject Product(s)*



*that arrives in damaged packaging or note such damage in the shipment carrier's delivery record alleviates Iron Bow of any obligation to honor a request for DOA processing under these procedures.*

- b) Only the original End User or an Authorized Partner may initiate a DOA claim.
  - \* *If you purchased your Product(s) from an Authorized Partner please contact your Distributor or Reseller directly for support, and they will manage the DOA process for you.*
- c) The DOA Product(s) must be received by Iron Bow within 10 business days of the issuance of a DOA or RMA number therefore. In the event that Iron Bow provides a replacement Product based on a DOA claim prior to receipt of the alleged DOA Product, and then either (i) does not receive the alleged DOA Product within said 15 day period; or (ii) determines (in its sole and absolute discretion) that the returned/defective Product was not DOA, Customer will be invoiced for the full MSRP of the replacement Product plus any and all applicable shipping, handling and insurance costs associated with the DOA claim and replacement Product.

#### 3.4 DOA Process.

- g) Notice. If Customer discovers that any Product subject hereto is DOA, Customer must notify Reseller no later than ten (10) business days from date of delivery.
  - a) Customer shall submit a DOA Product claim for the subject order to the party from whom Customer purchased the Product (either Iron Bow or the Authorized Partner).
  - b) If the Product was purchased directly from Iron Bow, Customer should submit the claim directly to Iron Bow's customer support at 1 (800) 338-8866, and select option # 3 or [ordermgt@ironbow.com](mailto:ordermgt@ironbow.com).
  - c) If the Product was purchased from an Authorized Partner, Customer should contact the Authorized Partner to submit the claim to Iron Bow through said Authorized Partner.
- h) Claim Contents. The claim shall include the serial number of the Product(s), the date of purchase, the name of the purchaser, date of delivery, date DOA status was discovered, a description of the problem with the Product, the name of the party from whom the Product was purchased, and the address to which the replacement Product(s) should be shipped.
- i) Process for Iron Bow Products. Upon Iron Bow's receipt of the Customer's claim (whether directly from the Customer or via an Authorized Partner), and initial determination that the Product is DOA, Iron Bow shall issue an RMA number for the DOA product(s) to the party from whom the claim was received by Iron Bow.
- j) If Iron Bow issues the RMA number directly to the Customer, Customer must include the RMA number on the outer and original carton box when returning the Product(s) to Iron Bow. Iron Bow will ship the replacement Product(s) promptly to Customer, however, Iron Bow may, and has the right to, delay shipment of the replacement Product(s) until the returned DOA Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be DOA.

If Iron Bow issues the RMA Number to an Authorized Partner, the Authorized Partner shall relay the RMA number, along with any other necessary return information, to the Customer. Customer must include the RMA number on the outer and original carton box when returning the Product(s) to Iron Bow. Iron Bow will ship the replacement Product(s) promptly to Customer, however, Iron Bow may, and has the right to, delay shipment of the replacement Product(s) until the returned DOA Product(s) arrive at Iron Bow's designated point of return and have been finally determined to be DOA.
- k) Process for Third Party OEM Products. The Distributor's or OEM's DOA policies and procedures shall govern all DOA claims for third party OEM products. Upon Iron Bow's receipt of the Customer's claim, Iron Bow shall then promptly notify the Distributor/OEM and request an RMA for the return of the DOA product(s). If the DOA claim is permissible pursuant to the Distributor's or OEM's DOA policies and procedures, the Distributor/OEM shall generate an RMA number, which



they will provide to Iron Bow, and Iron Bow shall relay to the Customer along with any other necessary return information. Customer must include the RMA number on the outer and original carton box when returning the Product, and follow any other instructions provided for the Distributor/OEM DOA/RMA process. The Distributor/OEM will follow its standard DOA policies and procedures.

5) **Status of Customer's Claim.**

- 4.3 Iron Bow Products. The party from whom Customer purchased the Product(s) (either Iron Bow or the Authorized Partner) shall be Customer's point of contact for all RMA, Return, and DOA related inquiries during the applicable process. That party shall communicate any status updates and lead times for the replacement Product(s), refund, or credit issuance, as applicable, to the Customer. The lead times for the replacement Product(s) are subject to in-stock availability or the lead times to manufacture a replacement Product(s) in the event of insufficient stock. Once the replacement Product(s) have shipped, Iron Bow will provide Customer with a tracking number.
- 4.4 Third Party OEM Products. Iron Bow shall be Customer's point of contact for all RMA, Return, and DOA related inquiries, and shall be responsible for all communications with the Distributor/OEM during the RMA, Return, or DOA process. Iron Bow shall communicate any Distributor/OEM process requirements, as well as status updates and lead times for the replacement Product(s), refund, or credit issuance, as applicable, to the Customer. The lead times of the replacement Product(s) are subject to Distributor's/OEM's in-stock availability or the lead times applicable to new orders at that time. Once the replacement Product(s) have shipped, Customer shall be provided with any relevant information that Iron Bow is provided by the Distributor/OEM, potentially including tracking numbers, etc.



**FEDERAL ORDERING ACTIVITY ACCEPTANCE.**

In accordance with FAR 1.601(a), the signor below hereby represents and warrants that he/she is a duly warranted Contracting Officer with the authority to enter into an agreement binding on the Government.

Agreed and Accepted:

Federal Ordering Activity: \_\_\_\_\_

*(Print Name of Federal Ordering Activity)*

\_\_\_\_\_  
*(Signature)*

By: \_\_\_\_\_

*(Printed Name)*

Its: \_\_\_\_\_

*(Title of Signor)*

Date: \_\_\_\_\_

## CIS MOBILE END USER LICENSE AGREEMENT

Last Revised: January 19, 2021 Ver: 01027

This End User License Agreement (the “**Agreement**”) is a contract between the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document (“**Ordering Activity**” or “**you**” or “**your**” (whether capitalized or not)) and CIS Maxwell, LLC (d/b/a CIS Mobile) (“**CIS Mobile**”), for your use of CIS Mobile’s altOS Software to the extent it is licensed to you under the Commercial Agreement (the “**Software**”).

PLEASE READ THIS AGREEMENT CAREFULLY. CIS MOBILE PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY BOTH PARTIES EXECUTING THIS AGREEMENT IN WRITING, YOU ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF CIS MOBILE’S SOFTWARE.

**1. Definitions.** Capitalized terms used in this Agreement shall have the meaning set forth in this Section 1:

“**Authorized User**” means any individual person who is licensed to use the Software and who is designated by you as being entitled to use the Software.

“**Charges**” means the subscription or licensing fees and other charges paid by Commercial Party to CIS Mobile or its Partner for use of the Software under the Commercial Agreement in accordance of the GSA Pricelist.

“**Documentation**” means user manuals, technical manuals, and any other materials provided by CIS Mobile, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Software.

“**Commercial Agreement**” means the agreement entered into between the Commercial Party and CIS Mobile or its Partner that covers the commercial terms of the use of the Software including, but not limited to, the Charges.

“**Commercial Party**” means the Ordering Activity that paid or pays the Charges that enables your use of the Software.

“**Hosted Services**” means online hosting services, owned, operated or controlled by CIS Mobile consisting of various infrastructure components, including but not limited to servers, networking components, system software, and internet access all as more specifically defined in the specifications found in the Commercial Agreement.

“**Mobile Device**” means a mobile device and enhancements associated therewith that is technically and operationally compatible with the Software.

“**Partner**” means the GSA Multiple Award Schedule Contractor that receives the Charges from the Commercial Party and entered into the Commercial Agreement with the Commercial Party if the Commercial Party did not contract directly with CIS Mobile under the Commercial Agreement.

**2. License Conditioned Upon Agreement To Terms.** CIS Mobile’s grant to you of the licenses to use the Software is conditioned upon your agreement to the terms and conditions set forth in this Agreement.

**3. Software Not Error-Free.** You acknowledge that the Software may be interrupted from time to time. You further acknowledge that the Software are not error-free. CIS Mobile cannot accept any responsibility under this Agreement for the functioning of your wireless device with respect to the Software.

4. **Suspension of Use.** CIS Mobile will be entitled, on reasonable grounds, including the reasonable belief of fraud or illegal activity by you, or any individual under your control, in their use of the Software, to temporarily suspend access by you to the Software.

5. **License Grant.**

5.1 **Software License Grant for Mobile Devices.** If so specified in the Commercial Agreement, CIS Mobile grants you, subject to payment of the Charges, a limited, nontransferable (except for Intra-Account Transfers), nonexclusive, revocable (upon your uncured breach of this Agreement) license to use, execute, and copy the Software for Mobile Devices (but not create derivative works thereof) on the number of Mobile Devices set forth in the Commercial Agreement (“**Mobile Device Software License**”). Mobile Device Software Licenses may be moved from one Mobile Device to another Mobile Device under Commercial Party’s account, provided that the same Mobile Device Software License may not be used on more than one Mobile Device at a time (an “**Intra-Account Transfer**”).

5.2 **Hosted Access Grant for altOS.** If so specified in the Commercial Agreement, CIS Mobile grants you, subject to your payment of the Charges for the Hosted Services, a limited, nontransferable, nonexclusive license access the altOS Server Software that is operated on computers or servers owned or controlled by CIS Mobile (“**Hosted altOS License**”).

5.3 **Limitations on Use.** No license is given to you to the source code to the Software. Without the express written authorization from CIS Mobile, you shall not (nor through any third party): (i) use, copy, duplicate or reproduce all or any portion of the Software (including the Documentation) for any purpose other than as specified in this Agreement or the Commercial Agreement; (ii) decompile, disassemble, re-program, analyze, reverse engineer any of the Software (in whole or in part) or otherwise attempt to reconstruct, identify or discover any underlying ideas, underlying user interface techniques or algorithms, or source code, or disclose any of the foregoing (except to the extent such restriction is prohibited by law); (iii) except as expressly authorized herein or the Commercial Agreement, sell, rent, lease, license, sublicense or in any way redistribute any or all of the Software; (iv) use the Software to create a service bureau, timesharing arrangement, or application service provider; (v) modify, adapt, translate, prepare derivative works of all or any portion of the Software or attempt to do so; (vi) remove, obscure or alter CIS Mobile’s product identification, copyright notices, trademarks or other proprietary rights notices affixed to or contained within the Software or Documentation; (vii) permit the Software to be used, examined, reviewed or inspected by others; (viii) disclose the results of any benchmark or evaluation of the Software to any third party (whether or not obtained with CIS Mobile’s assistance) without CIS Mobile’s prior notification. CIS Mobile recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor; (ix) use the Software, Documentation or any information contained therein or otherwise provided by CIS Mobile for the purposes of developing, or having developed, any software, products or services competitive with the Software; (x) incorporate, link, or distribute the Software with any code or software licensed under the GNU General Public License (“**GPL**”), Lesser General Public License (“**LGPL**”), Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause the Software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, Mozilla or such other open source license. You shall not authorize, or acquiesce in, any other person engaging in any of the foregoing activities, or attempting to do so. Should it become known to you that an Authorized User has attempted to do any of the aforementioned activities, you shall immediately notify CIS Mobile and direct such Authorized User to cease and desist in the activity.

5.4 **Open Source.** The Mobile Device Software contains certain Open Source Software referenced in Schedule A (Open Source Software). Usage of the Mobile Device Software by you is subject to certain rights and responsibilities with respect to the Open Source Software and is governed according to the terms of the applicable Open Source License referenced in Schedule A. “**Open Source Software**” means software made available to others under the terms of an Open Source License; “**Open Source License**” means a software license that includes, but is not limited to, terms that: (a) permit distribution or redistribution of the software,

including free of charge and for sale, by others without royalty or fee and allows for such distribution/redistribution to include source code and compiled code; (b) permits modifications, compilations, and derived works be created from the software and be distributed under the same terms as the original software; or (c) attach to the software and applies to all persons, entities, groups, organizations and institutions (the “**Recipients**”) to whom the software is distributed and/or who redistribute the software without the need for the Recipients to execute or otherwise acquire an additional license. In the event of any conflict between this Agreement and any Open Source License, the Open Source License controls. The licensors of certain Open Source Software may provide certain notices in documentation, readme files or notice files in connection with such Open Source Software.

**5.5 Compliance with Third Party Applications.** Use of the Software requires that you or the Commercial Party license and install certain third party applications as more specifically set forth in Schedule B (Required Third Party Applications) and in the Commercial Agreement (“**Third Party Applications**”). You shall comply with all licensing and other requirements provided by the licensor of the Third Party Applications (“**Third Party Providers**”). By executing this agreement, Customer does not agree to be bound by any Third Party terms without executing an agreement in writing. Customer Acknowledges that third party software has different terms.

- 6. Compliance With Laws.** You agree to abide by all Federal laws and regulations applicable to the Software and this Agreement.
- 7. Use By Authorized Users.** You will ensure that each Authorized User complies with the terms of this Agreement and the Documentation, as may be amended by mutual agreement in writing, and any instruction issued by CIS Mobile with respect to the use of the Software.
- 8. No Maintenance and Support.** This Agreement confers no maintenance or support obligations upon CIS Mobile. Any maintenance or support that may be available to you, if any, may be provided under the terms of the Commercial Agreement.
- 9. CIS Mobile Intellectual Property Rights.** You acknowledge that the intellectual property rights underlying the Software, and Documentation (collectively, the “**CIS Mobile IP**”) is owned by, and shall remain the sole property of CIS Mobile, that the CIS Mobile IP contains, embodies and is based upon worldwide patented or patentable inventions, trade secrets, copyrights and other intellectual property rights (collectively, “**Intellectual Property Rights**”) owned or licensed by CIS Mobile, and that CIS Mobile shall continue to be the sole owner of all Intellectual Property Rights in and to the CIS Mobile IP worldwide including, without limitation, any derivative works. This Agreement does not convey to you title or ownership of the Intellectual Property Rights underlying the CIS Mobile IP, but only a right of limited use in accordance with this Agreement. You acknowledge that the CIS Mobile IP provided by CIS Mobile pursuant to this Agreement is entitled to protection under applicable copyright and other intellectual property laws and constitutes valuable assets, trade secrets and proprietary rights of CIS Mobile.

**LIMITED WARRANTY AND DISCLAIMER.** CIS MOBILE WARRANTS THAT THE SOFTWARE WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SOFTWARE WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, CIS MOBILE MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. YOU AGREE THAT NO COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE SHALL APPLY TO THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOUR ONLY REMEDIES IN RESPECT OF ANY CLAIMS WHATSOEVER THAT YOU MAY WISH TO BRING AGAINST CIS MOBILE ARE AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT’S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733.

FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

**10. LIMITATION OF LIABILITY.** CIS MOBILE OR ANY THIRD PARTY SUPPLIER SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY WHATSOEVER TO YOU OR ANY AUTHORIZED USERS FOR:

- a) ANY INDIRECT OR CONSEQUENTIAL LOSS OR ANY LOSS OF ACTUAL OR ANTICIPATED PROFIT, REVENUE OR GOODWILL OR LOSS OF USE OF THE SOFTWARE BY YOU OR FOR ANY OF YOUR LIABILITY TO ANY OTHER PARTY OF WHATEVER KIND HOWSOEVER ARISING (INCLUDING BUT NOT LIMITED TO ECONOMIC LOSS, ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; OR CLAIMS FOR DAMAGES OR AWARDS OR OTHERWISE); OR
- b) ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU UNDER OR IN CONNECTION WITH THIS AGREEMENT (WHETHER ARISING IN CONTRACT OR IN TORT OR OTHERWISE AND EXCEPT TO THE EXTENT OF AN AMOUNT EQUAL TO THE CHARGES FOR THE SOFTWARE AS OF THE DATE THE CLAIM ARISES WITH RESPECT TO ANY ONE EVENT OR SERIES OF TWO OR MORE CONNECTED EVENTS. 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.

**11. Reserved.**

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

**13. Upon Termination.** Upon expiration or termination of this Agreement in whole or in part, all right to use the Software ceases, you must uninstall and delete all components of the Software supplied and, if requested by CIS Mobile, certify to CIS Mobile that such deletion occurred.

**14. Assignment.** This Agreement and the rights and obligations hereunder may not be assigned, delegated, sublicensed or transferred by you without the prior written consent of the CIS Mobile. Any attempted assignment, delegation, sublicense or transfer by you without such written consent shall be void and of no effect.

**15. Export Regulation.** The Software and Documentation are subject to United States export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or Documentation available outside the United States.

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

- 17. US Government Rights.** The Software are commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are a US Government employee or any contractor therefor, the US Government shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (48 C.F.R. §12.212, with respect to US Government licensees and their contractors. The Software was developed at private expense.
- 18. Governing Law and Venue.** This Agreement shall be governed by U.S. Federal laws without regard to its conflict of laws provisions. The United Nations Convention On Contracts for the International Sale of Goods does not apply to this Agreement.
- 19. Miscellaneous Provisions.** A failure or delay of CIS Mobile to enforce any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions. In the event that any provision of this Agreement shall be held to be invalid, the remaining provisions of this Agreement shall be unimpaired and the invalid provisions shall be replaced by a written mutually acceptable provision. The non-material terms of this Agreement may be updated from time-to-time by CIS Mobile posting its changes thereto to its website located at <https://cismobile.com/eula>. This Agreement may be updated from time-to-time by mutual agreement, Any updates to this Agreement shall be presented to Customer for review and will not be effective unless and until both parties sign a written agreement updating these terms. The parties agree that where the context of any provision indicates an intent that it shall survive the termination of this Agreement, then it shall so survive. There are no intended third party beneficiaries of any provision of this Agreement. This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written and whether or not executed by the parties. A negotiated Government Purchase Order, signed by both parties, shall supersede the terms of the Agreement. The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any of its provisions. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa, as the context may require.

-- End of Agreement --

## **Schedule A**

### **Open Source Software**

The Software that resides on Mobile Devices contains certain Open Source Software. A listing of such Open Source Software can be found on the Mobile Device under "About phone" -> "Legal Information" -> "Other open source licenses".

**Schedule B**  
**Required Third Party Applications**

-- Required Third Party Applications are provided in the Commercial Agreement --