City of Palo Alto (ID # 10033)

City Council Staff Report

Report Type: Consent Calendar **Meeting Date: 10/7/2019**

Summary Title: SAP Upgrade Licensing and Implementation Services

Title: Approval of Contract Number C14151181 With SAP Public Services, Inc. for Licensing and Support for the Upgrade of the City's SAP Enterprise Resource Planning (ERP) System for a One-time Fee of $227,504 and an Annual Support Fee of $50,051; and Approve Contract Number C20175911 With Labyrinth Solutions Inc. (LSI) for Upgrade, Migration, Online Hosting and Support Services, and As-needed Technical/Functional Support Services, for the Upgrade of the City's SAP ERP System in an Amount Not-to-Exceed $2,585,000

From: City Manager

Lead Department: IT Department

Recommendation

Staff recommends that Council:

1. Approve and authorize the City Manager or his designee to execute the attached contract with SAP Public Services, Inc., for additional licensing and support to include SAP's HANA software and single sign-on features for a one-time fee of $227,504 and an annual support fee of $50,051 (Attachment B); and
2. Approve and authorize the City Manager or his designee to execute the attached two-year contract with Labyrinth Solutions Inc. (LSI) for upgrade, migration, and online hosting and support services for the upgrade of the City's SAP ERP system in an amount not-to-exceed $2,585,000, which includes $500,000 for as-needed technical/functional support services to address related, additional but unforeseen work that may develop during the ERP upgrade project (assigned by City-approved written Task Order as provided in the contract) (Attachment A); and
3. Authorize the City Manager to issue a Notice to Proceed to commence the two-year term of the contract with LSI as set by the City based on how soon after Council approval LSI will have its personnel resources available to commence the project, but in no case commencing later than November 15, 2019.

Background

The City's history with SAP began in 2002, when the City selected SAP as its preferred vendor for an Enterprise Resource Planning (ERP) system. The purpose was to integrate various business processes

within the City, which enabled Staff to move in the direction of Electronic Government. The SAP system was implemented in 2003 and supports Accounting, Finance, Purchasing, Project Management, Plant Maintenance, Budgeting, Payroll, Human Resource Management, and Service Order Management. In 2009, the City completed a major upgrade and replaced the former utility billing system (Banner) with the SAP Industry Solution Utilities (IS-U) module, which includes Customer Relationship Management, Utilities Customer Electronic Services (also known as My Utilities Account customer portal), and Business Intelligence systems.

SAP has become an integral part of the City's business continuity and supports critical business processes in Finance, Procurement, HR, and Utilities Meter Read, Billing, Payment and Collection modules.

Examples of information managed and maintained within the SAP ERP include:

- Provides budgetary control over the City's half billion-dollar budget
- Issues 11,000 Accounts Payable checks, processes 2,200 purchase documents, and issues 26,000 payroll checks each year
- Generates 370,000 utilities invoices and collects approximately $250 million for 30,500 utilities accounts
- Administers 18,000 active customer accounts registered to use "My Utilities Account" for e-bills and online payments
- Interfaces with City Business Partners such as Wells Fargo, US Bank, JP Morgan (procurement card services), Green Waste (refuse) as well as other non-SAP City systems

The original contract with SAP was signed in 2002. In 2007, a new five-year contract was executed, which expired on December 31, 2012. In 2013, a new three-year contract was executed, which expired on December 31, 2015. In 2016, an amendment extending the contract for three additional years was executed, which expired on December 30, 2018. In 2019 a new two-year contract was executed, which will expire on Dec 31, 2021 (CMR: 9827).

Discussion

The City's SAP ERP is a highly complex system with processes integrated between various modules. The ERP system requires a high degree of specialized expertise to provide effective ongoing maintenance and support.

The current SAP contract encompasses basic SAP maintenance and support for standard software. This includes, programming defect corrections (i.e. Service Packs), functionality upgrades, and legally mandated enhancements (i.e. HR/Payroll).

Staff published an RFP to procure a new ERP in August of 2017 (RFP 169033). The city received thirteen proposals and through a competitive proposal evaluation process, three vendors were shortlisted. After a rigorous bid evaluation process and additional due diligence performed by city staff it was identified that the cost to procure and implement a new ERP was much higher than anticipated. Executive Staff reviewed the staff findings and opportunity cost of implementing a new ERP. The RFP was subsequently cancelled on November 14th, 2018 and the vendors were notified of the cancellation. This was outlined in the Council Information Update item, (Staff Report 9826).

Rather than adopting a new ERP, the city is opting to upgrade its legacy SAP ERP system to SAP's current HANA software with single sign-on, which will provide a significant step forward in functionality and efficiency for the City's SAP ERP system. To assist the city in upgrading its existing SAP environment to the latest supported version, City has identified a third-party vendor Labyrinth Solutions Inc (LSI). LSI is an approved CMAS (California Multiple Award Schedule #: 3-19-70-3652A) contractor for the provision of SAP professional services to California state and local agencies. This contract is exempt from competitive solicitation pursuant to Palo Alto Municipal Code section 2.30.360(j), as a cooperative agreement purchase. The city will be contracting with LSI for Phase I of the SAP Upgrade Project as further detailed below.

Under the contract with LSI, the plan is for the ERP system to be hosted in a private, third-party cloud (Amazon Web Services) managed by LSI, with LSI providing technical support services. However, under the contract, the city retains the option to determine that the ERP system will be hosted instead in the city's data center, based on strategic or technical considerations once the implementation process is under way. For example, the ERP system connects with many other city systems, which may make one environment better suited to hosting the ERP. In the event the city exercises its option to host the ERP in its data center, it is anticipated that this election will incur no additional professional services costs to the city under the contract with LSI besides the cost of computer hardware and software to host the production environment, as LSI's professional services as detailed in the contract will remain materially the same whether the production environment of the ERP takes place in the AWS environment or a city on-premise environment. A review of the hosting alternatives is provided below.

Alternative Hosting Implementation Options:

1. All on Cloud – (this is the most likely option, but the final determination will be made during the implementation process, as above)
    - City staff recommends migrating and hosting all environments in a cloud environment, unless the implementation process indicates that one of the other options will be better suited to host the city's ERP (as above). Under this option, LSI will manage and assist Staff with the migration of city's environment to a private, third-party-hosted cloud (Amazon Web Services). The cost for this option is $2,585,000 which includes LSI cloud hosting and support services during the two-year project. Ongoing annual hosting and support fees under this option are approximately $300,000.
2. All on-Premise
    - In this option all upgraded SAP environments will be hosted in city's own data center. LSI would provide services to upgrade the SAP environment on city's data center. The cost for this option is estimated to be $1,500,000. In addition, the city will incur the cost of procuring and installing compatible hardware in the City's data center. The additional cost will be approximately $1,750,000. The total approximate cost for this option will be $3,250,000. Ongoing annual support fees under this option are approximately $150,000.
3. Non-Production environment hosted in the Cloud and Production environment on-premise
    - This option is a hybrid of the two above options. LSI will migrate and host the city's non-production environment to the cloud. Production environment will be hosted in city's data center and LSI will provide services to upgrade the city's production environment as well. The cost for this option is $1,998,000. The city will have additional cost of procuring and installing compatible hardware in the city's data center, this additional cost is approximately $1,500,000. The total cost for this option is estimated to be

$3,498,000. Ongoing annual support fees under this option are approximately $150,000.

The execution of the proposed SAP ERP Upgrade project will take place in two consecutive phases:

1. PHASE I – (implemented under the contract with LSI)
    a. Duration:
        i. Two years from the date of the Notice to Proceed issued by the City

    b. Scope:
        i. Software upgrade to the latest fully supported enhancement package version of SAP software components which provides the ability to enable newer and improved functionalities.
        ii. Perform functional assessment of business processes in the Finance, Purchasing, Human Resource and Utilities Billing areas. This assessment will identify candidates for future changes and enhancements.
        iii. Implement SAP Single Sign On feature to enable end users to have seamless login and SAP access experience.
        iv. Implement SAP Fiori which is the latest evolution of the user interface that will help personalize and simplify the user interface for SAP ERP application.
        v. Migrate our SAP servers to cloud while reducing the ongoing IT maintenance effort and costs.
2. PHASE II – (to be determined once Phase I is completed, as below)
    a. Duration:
        i. To be determined based on requirements identified in the functional assessment conducted as a part of Phase I

    b. Scope:
        i. From the functional assessment findings of Phase I, implement high priority changes to enable efficient business processes and improve employee productivity. The one-time cost for Phase II can be determined only after the completion of functional assessment exercise which is included in Phase I. Staff will return to Council for approval of the contract for Phase II.

LSI Implementation Services Costs

The two-year contract with Labyrinth Solutions Inc. (LSI) for upgrade, migration, and online hosting and support services for the city's SAP ERP system is for a not-to-exceed amount of $2,585,000, which includes $500,000 for as-needed technical/functional support services to address related, additional but unforeseen work that may develop during the ERP upgrade project (assigned by City-approved written Task Order as provided in the contract). The attached contract details the scope of work, schedule of performance and compensation (Attachment A).

SAP Software License Costs

The upgrade to SAP HANA software and single sign-on will incur a one-time charge of $227,504 and an ongoing annual support fee of $50,051 for the SAP HANA and SAP Single Sign On licenses. This will increase the SAP software annual maintenance charges from $247,593 in previous years to $297,644, which will provide the City with upgraded features, enhanced security and additional functionality for City staff.

Resource Impact

Funding for this contract was budgeted in the Technology Fund as part of the Fiscal Year 2020 Adopted Capital Budget as part of the Enterprise Resource Planning Upgrade Project (TE-19000). Funding for this contract in Fiscal Year 2021 is subject to annual appropriation of funds.

Policy Implications

Approval of these contracts is consistent with current City policies.

Environmental Review

This is not a project under the California Environmental Quality Act (CEQA).

Attachments:

- Attachment A: C20175911_LABYRINTH SOLUTIONS INC
- Attachment B: City of Palo Alto- Order Form 11- SAP Executed

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PURCHASE ORDER C20175911
BETWEEN
THE CITY OF PALO ALTO
AND
LABYRINTH SOLUTIONS INC.

This Purchase Order ("Purchase Order") is entered into as of _____, 2019, by and between the **CITY OF PALO ALTO**, a California chartered city and municipal corporation ("City"), and **LABYRINTH SOLUTIONS INC.** ("CONSULTANT" or "LSI"), pursuant to CMAS # 3-19-70-3652A, for the provision of information technology professional services, cloud computing hosting and support services, and as-needed SAP application technical / functional support services, as detailed in this Agreement (as defined below).

This Purchase Order hereby attaches and incorporates each of the below-listed contract documents by reference as though fully set forth herein, and collectively, this Purchase Order and all of the below-listed listed contract documents constitute the "Agreement" between the parties:

California Multiple Award Schedules (CMAS) #3-19-70-3652A between the State of California and CONSULTANT (hereinafter also called the "CMAS Contract");

California Multiple Award Schedules (CMAS) Terms and Conditions (hereinafter also called the "CMAS Terms and Conditions"), which includes all the following and each of them:

California Multiple Award Schedules (CMAS) General Provisions – Information Technology (Revised and Effective March 15, 2018) (hereinafter also called the "IT General Provisions");

California Multiple Award Schedules (CMAS) State Model Cloud Computing Services Special Provisions (Software as a Service) (hereinafter also called the "SAAS Special Provisions");

California Multiple Award Schedules (CMAS) State Model Cloud Computing Services Special Provisions (Infrastructure as a Service and Platform as a Service) (hereinafter also called the "IAAS and PAAS Special Provisions");

GSA Base Contract # GS-35F-281DA;

Statement of Work (hereinafter also called the "SOW");

City of Palo Alto Information Privacy Policy; and

City of Palo Alto Vendor Cybersecurity Terms and Conditions.

1. Services to Be Provided; Applicable CMAS Special Provisions.

1.1 Pursuant to this Agreement, CONSULTANT will provide CITY with IT professional services under CMAS 3-19-70-3652A, to implement City's SAP enterprise resource planning ("ERP") software system upgrade and migration from an on-premise environment to an online-hosted ("cloud") environment, and ongoing managed cloud computing hosting and support services in a private cloud for the CITY's separately-licensed SAP ERP system, as detailed in the Statement of Work. In addition, CONSULTANT will provide SAP application technical / functional support services on an as-needed basis, as detailed in the Statement of Work.

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1.2 The parties understand and agree that the CITY's ERP system is a cloud-based Software-as-a-Service (SAAS) system which CONSULTANT will host on the internet and support for CITY's use, with CONSULTANT also providing the Platform-as-a-Service (PAAS) and Infrastructure-as-a-Service (IAAS) services that underlie the ERP SAAS system. CONSULTANT will subcontract with Amazon Web Services ("AWS") as the means by which CONSULTANT will provide the SAAS, IAAS and PAAS services detailed in this Agreement.

1.3 The parties understand and agree that the cloud computing hosting and support services provided under this Agreement span the definitions of "Cloud Software as a Service (SAAS)," "Cloud Platform as a Service (PAAS)," as well as "Cloud Infrastructure as a Service (IAAS)," as those terms are defined in Sections 1(a), 1(b) and 1(c) of the SAAS Special Provisions, which mirror the definitions of "Infrastructure as a Service (IAAS)" and "Platform as a Service (PAAS)" in Sections 1(d) and 1(g), respectively, of the IAAS and PAAS Special Provisions.

1.4 Given that the IAAS and PAAS services underlie the SAAS services, the parties understand and agree that the IAAS and PAAS Special Provisions shall govern the CONSULTANT's provision of all of the cloud computing hosting and support services under this Agreement, covering not just CONSULTANT's provision of the IAAS and PAAS services hereunder but also to the CONSULTANT's provision of the SAAS services hereunder as well, except as otherwise provided for in the Statement of Work. The parties are making this specification of which Special Provisions are applicable (the IAAS and PAAS Special Provisions, except as otherwise provided for in the SOW) in order to avoid ambiguity under the Agreement.

1.5 Wherever "(For PAAS Only)" or "(For IAAS Only)" appears in the IAAS and PAAS Special Provisions, both such provisions shall apply, given that CONSULTANT is providing both PAAS and IAAS services (as well as SAAS services) as detailed in this Agreement. In the event of a conflict between a "(For PAAS Only)" provision and a "(For IAAS Only)" provision, where it is unreasonable and impracticable for both to apply, the provision that is more protective of City data and systems shall control.

1.6 Nothing provided in this "Services to Be Provided; Applicable CMAS Special Provisions" section alters the Order of Precedence of this Agreement.

2. Acceptance Testing. Acceptance testing for the deliverables to be provided under this Agreement will be as provided for in the Statement of Work.

3. Security Categorization of City Information and Systems. The security requirements designated in this Agreement are assuming a National Institute of Standards and Technology ("NIST") classification of **MODERATE**, as defined by Federal Information Processing Standards ("FIPS") Publication 199. CONSULTANT shall provide all cloud computing hosting and support services under this Agreement in accordance with this security categorization, including without limitation ensuring that its data protection, security and confidentiality obligations hereunder are fulfilled in accordance with this security categorization (for example and without limitation, as required under the IAAS and PAAS Special Provisions, Section 3 ("Data Protection"), CONSULTANT shall fulfill its data protection obligations under NIST Special Publication 800-53 in compliance with the **MODERATE** security categorization).

4. Order of Precedence. The order of precedence among the contract documents will be as provided for in Section 11 ("CMAS – Order of Precedence") of the IT General Provisions to this Agreement.

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5. Insurance.

5.1 Consistent with Section 20 ("Insurance") of the CMAS IT General Provisions, CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit B ("Insurance Requirements") to this Purchase Order. Exhibit B is hereby attached and incorporated into this Purchase Order by reference as though fully set forth herein. CONSULTANT and its subcontractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability, automobile policy or policies, and any other policies as specified in Exhibit B.

5.2 All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

5.3 Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days'' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

5.4 The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

6. Term. The term of the Agreement shall commence on the date provided in the Notice to Proceed issued in writing by the CITY as provided for in the section entitled "Schedule of Performance" in the Statement of Work, and shall continue for twenty-four (24) months thereafter, unless terminated earlier as provided for in this Agreement.

7. Not to Exceed Compensation. The compensation to be paid to CONSULTANT for performance of the Services described in this Agreement shall not exceed Two Million Five Hundred Eighty-Five Thousand Dollars ($2,585,000) as further broken down and detailed in the Statement of Work, in accordance with the terms and conditions of this Agreement.

8. Amendment. The parties may only amend this Agreement in a writing that is executed by the authorized representatives of the parties pursuant to Section 33 ("Contract Modification") of the IT General Provisions and approved as required under the Palo Alto Municipal Code.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

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Signatures of the Parties

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

_____
City Manager
(Required on contracts over $85,000)
Purchasing Manager
(Required on contracts over $50,000)
Contracts Administrator
(Required on contracts under $50,000)

APPROVED AS TO FORM:

_____
City Attorney or designee
(Required on Contracts over $25,000)

LABYRINTH SOLUTIONS INC.
Officer 1

By: DocuSigned by: Nader Tirandazi 171A491D2D834A5...
Name: Nader Tirandazi

Title: 9/18/2019

Officer 2 (Required for Corp. or LLC)

By: DocuSigned by: Shyam Jajodia BB8AD773BAD7468...
Name: Shyam Jajodia

Title: Executive Vice President

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EXHIBIT B
INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES	WORKER'S COMPENSATION	STATUTORY		
YES	EMPLOYER'S LIABILITY	STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, PRODUCTS/COMPLETED OPERATIONS AND FIRE LEGAL LIABILITY	BODILY INJURY	$2,000,000	$2,000,000
		PROPERTY DAMAGE	$2,000,000	$2,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	$2,000,000	$2,000,000
YES	TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE. THE POLICY SHALL AT A MINIMUM COVER PROFESSIONAL MISCONDUCT OR LACK OF REQUISITE SKILL FOR THE PERFORMANCE OF SERVICES DEFINED IN THE CONTRACT AND SHALL ALSO PROVIDE COVERAGE FOR THE FOLLOWING RISKS: (i) NETWORK SECURITY LIABILITYARISING FROM UNAUTHORIZED ACCESS TO, USE OF, OR TAMPERING WITH COMPUTERS OR COMPUTER SYSTEMS, INCLUDING HACKERS, EXTORTION, AND (ii) LIABILITY ARISING FROM INTRODUCTION OF ANY FORM OF MALICIOUS SOFTWARE INCLUDING COMPUTER VIRUSES INTO, OR OTHERWISE CAUSING DAMAGE TO THE CITY'S OR THIRD PERSON'S COMPUTER, COMPUTER SYSTEM, NETWORK, OR SIMILAR COMPUTER RELATED PROPERTY AND THE DATA, SOFTWARE AND PROGRAMS THEREON. CONTRACTOR SHALL MAINTAIN IN FORCE DURING THE FULL LIFE OF THE CONTRACT. THE POLICY SHALL PROVIDE COVERAGE FOR BREACH RESPONSE COSTS AS WELL AS REGULATORY FINES AND PENALTIES AS WELL AS CREDIT MONITORING EXPENSES WITH LIMITS SUFFICIENT TO RESPOND TO THESE OBLIGATIONS.	ALL DAMAGES	$5,000,000	$5,000,000
YES	CYBER AND PRIVACY INSURANCE. SUCH INSURANCE SHALL INCLUDE COVERAGE FOR LIABILITY ARISING FROM COVERAGE IN AN AMOUNT SUFFICIENT TO COVER THE FULL REPLACEMENT VALUE OF DAMAGE TO, ALTERATION OF, LOSS OF, THEFT, DISSEMINATION OR DESTRUCTION OF ELECTRONIC DATA AND/OR USE OF CONFIDENTIAL INFORMATION, "PROPERTY" OF THE CITY OF PALO ALTO THAT WILL BE IN THE CARE, CUSTODY, OR CONTROL OF VENDOR, INFORMATION INCLUDING BUT NOT LIMITED TO, BANK AND CREDIT CARD ACCOUNT INFORMATION OR PERSONAL INFORMATION, SUCH AS BUT NOT LIMITED TO NAME, ADDRESS, SOCIAL SECURITY NUMBERS, PROTECTED HEALTH INFORMATION OR OTHER PERSONAL IDENTIFICATION INFORMATION, STORED OR TRAMSITTED IN ELECTRONIC FORM.	ALL DAMAGES	$5,000,000	$5,000,000

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YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY - EACH PERSON - EACH OCCURRENCE PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE, COMBINED	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $1,000,000	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $1,000,000
NO	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	$1,000,000	
YES	**THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED**: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, **NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.**			

I. INSURANCE COVERAGE MUST INCLUDE:

A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: https://www.planetbids.com/portal/portal.cfm?CompanyID=25569.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:
HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569
OR
HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP

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STATEMENT OF WORK

This Statement of Work ("SOW") is an incorporated attachment to the Purchase Order entered into by and between the CITY OF PALO ALTO ("CITY") and LABYRINTH SOLUTIONS INC. ("CONSULTANT"), pursuant to CMAS 3-19-70-3652A, with regard to the upgrade, migration, online hosting and support of the CITY's SAP ERP system, as detailed in this SOW and subject to the provisions of the Agreement, as defined in the Purchase Order.

SERVICES TO BE PROVIDED

CONSULTANT shall provide City with IT professional services pursuant to CMAS 3-19-70-3652A, to implement City's SAP enterprise resource planning ("ERP") software system upgrade and migration from an on-premise environment to an online-hosted ("cloud") environment, and shall provide City with ongoing managed cloud computing hosting and support services in a private cloud for the City's separately-licensed SAP ERP system, as detailed in this Statement of Work ("SOW"), in accordance with the terms and conditions of the Agreement between the parties, as defined in the Purchase Order executed by the parties, to which this SOW is an incorporated attachment.

CONSULTANT will provide cloud computing hosting and support services for the CITY's ERP software system, which the CITY separately licenses from SAP. The ERP system is a SAAS system which CONSULTANT will host and support for CITY's use, with CONSULTANT also providing the PAAS and IAAS services that underlie the ERP SAAS system. CONSULTANT will subcontract with Amazon Web Services ("AWS") for use of AWS's infrastructure as a means by which CONSULTANT will provide the PAAS and IAAS services that underlie the SAAS services.

Application server sizing and a network diagram for the ERP system private cloud environment are summarized graphically in **APPENDIX B ("APPLICATION SERVER SIZING AND NETWORK DIAGRAM")**, which is hereby attached and incorporated into this SOW in full by reference as though fully set forth herein. CONSULTANT's update and migration services, cloud computing hosting and support services, and as-needed SAP application technical / functional support services in relation to the CITY's ERP system encompasses all of the software, applications and systems that interface with the CITY's SAP ERP system. Such interfaces are listed in **APPENDIX C ("LIST OF SAP INTERFACES")**, which is hereby attached and incorporated into this SOW in full by reference as though fully set forth herein. The Service Level Agreement ("SLA") for the cloud computing hosting and support services will be as provided in **APPENDIX D ("SERVICE LEVEL AGREEMENT")**, which is hereby attached and incorporated into this SOW in full by reference as though fully set forth herein.

All Project activities will be conducted either remotely or at City of Palo Alto, CA.

TASK SUMMARY TABLE

ID	Description	Details
1	Migration Services to Private Cloud	Private Cloud Migration services provided for Production and non-Production SAP environments.
2	Cloud Computing Hosting and Support Services for City's SAP	Migration to the CONSULTANT Private Cloud, followed by continued private cloud-computing hosting and support services for the City's separately-licensed SAP ERP software system for Production and non-

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ID	Description	Details
	ERP, encompassing Software as a Service ("SAAS"), Platform as a Service ("PAAS"), and Infrastructure as a Service ("IAAS")	Production SAP environments, with such cloud computing hosting and support encompassing a hybrid of SAAS, PAAS, and IAAS services, as those terms are defined in the CMAS Terms and Conditions (pursuant to sections 1(a), 1(b) and 1(c) of the Cloud Computing Services Special Provisions (Software as a Service)). CONSULTANT shall manage the City's separately-licensed SAP ERP software system in a private cloud and be responsible for security, uptime, updates, support, and other services as detailed in the CMAS Terms and Conditions, this SOW and the SLA.
3	Technical SAP Installations, Upgrades and Migrations	• Technical Upgrade and Migration of SAP ECC ERP 6.0 EHP2 to Suite on HANA (SAP ECC6.0 EHP 8.0) for SBX, DEV, QAS, PRD, and a new STAGE server; **{5 servers}** • Technical Upgrade and Migration of SAP BW to BW on HANA for ABAP DEV, QAS, PRD, and a new STAGE server; **{4 servers}** • Technical Upgrade and Migration of SAP BW to BW on HANA for JAVA DEV, QAS, PRD, and a new STAGE server; **{4 servers}** • Technical Upgrade and Migration of SAP CRM 2007 Dual-Stack ABAP & JAVA to CRM to HANA for DEV, QAS, PRD, and a new STAGE server; **{4 servers}** • Technical Upgrade and Migration of SAP Enterprise Portal 7.0 (ESS/MSS) JAVA-based to HANA for DEV, QAS, PRD, and a new STAGE server; **{4 servers}**; • Technical Upgrade and Migration of SAP Gateway to HANA for DEV, QAS, PRD, and a new STAGE server; **{4 servers}**; • Technical Upgrade and Migration of SAP NWDI to HANA for PRD; **{1 server}**; • Technical Upgrade and Migration of SAP Solution Manager to HANA for PRD; **{1 server}**; • New installation of SAP Fiori servers for DEV, QAS, PRD, and STAGE; **{4 servers}.**
4	Configuration of Solution Manager 7.2 Monitoring services	Included: Monitoring services to be configured, as well as LMDB configuration, SLD setup, Early Watch report configuration. Excluded: Business Process Monitoring. Change Management.
5	Functional Review and Assessment: Procurement, FICA, HR & Payroll, IS-Utilities ("ISU"), CRM	Two-week assessment followed by a Summary report with findings and recommendations. Provide fixes to all and any functional process which fail and/or have exceptions due to technical upgrade
6	SAP Fiori Application deployment	Up to 20 standard fiori applications delivered, and 10 custom Fiori / UI5 applications.
7	SAP Training services	Training services to be provided for the upgraded landscape, and new

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ID	Description	Details
		functionality deployed as needed. • Business Process Documentation and How to Videos for Functional End users. • EHP 8.0 and HANA administration Training for SAP BASIS and SAP Developers
8	SAP Single Sign-On services	Single Sign-On services to be configured for the city's SAP Landscape
9	SAP Cloud Computing Hosting and Support Services	Included: Ensuring systems are up and performing as per SLA, backups are performed regularly, troubleshoot any system crashes, recover databases if necessary, applying operating system and database patches as needed, transports, SAP application monitoring, day to day Basis support, security, applying OSS notes. Also included will be SAP HR legal patch applications, and SAP Support packs. Excluded: SAP software upgrades (supplied separately by licensor)
10	SAP Application Technical / Functional support services	SAP application technical / functional support services, including functional [Finance, HR, Payroll, ISU, CRM], and technical [Basis, BW, Security, Portal etc.] support services, on an as needed basis, to resolve any upgrade-specific issues (as further detailed under "Included in SAP Application Technical / Functional Support Services", below).
11	Interface	Ensure all existing interfaces to SAP ECC are mapped to the upgraded environment, troubleshoot any failures.
12	Data Migration	Included will be all services in the process of moving data, applications or other business elements to the CONSULTANT Cloud Computing environment.
13	Exceptions and Fixes	CONSULTANT will support and provide fixes to any technical or functional issues which are due to the technical upgrade for the SAP applications in scope
14	Business Process Documentation and Training	For those Business Processes and Procedures that may experience a change as a result of the upgrade or addition of the Fiori application, consultant support is required to assist with the documentation of the business process and training of employees. For examples, but not limited to these processes that may experience a change: Employee Entry of Timecard using Fiori; the Payroll Process and Schedule as a result of reduced processing time; and Utilities Customer Service CRM improvements.

RACI Table for Project Activities

A RACI table for Project activities is provided below, delineating the roles and responsibilities of the parties.

Key: **R** = Responsible, **A** = Accountable, **C** = Consulted, **I** = Informed

R = Responsible – means those who do the work to complete the task.

A = Accountable – means the one ultimately answerable for the correct and thorough completion of the deliverable or task, the one who ensures the prerequisites of the task are met and who delegates the

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work to those responsible. In other words, an accountable must sign off (approve) work that responsible provides.

C = Consulted – means those whose opinions are sought, typically subject matter experts; and with whom there is two-way communication.

I = Informed – means those who are kept up-to-date on progress, often only on completion of the task or deliverable; and with whom there is just one-way communication.

Activity	**CONSULTANT**	**CITY**
Project Oversight & Management	**R**	**A**
Development of Project Preparation documentation:		
Project Preparation deliverables	**R**	**A**
Project Management Strategy	**R**	**A**
Implementation/Migration Plan	**R**	**A**
Enterprise Reporting Tool Strategy	**R**	**A**
Data Management and Archiving Strategy	**R**	**A**
Train-the-Trainer program	**R**	**A, C**
Migration Services to Private Cloud	**R**	**A, C**
Cloud Computing Hosting Cost	**R**	**A, C**
Technical SAP Installations, Upgrades and Migrations:		
SAP Database Migration Option (“DMO”) process	**R**	**A, C**
Training and Knowledge Transfer	**R**	**A, C**
Development of Testing Plans	**C, I**	**R, A**
Development of Migration Cutover Plan	**R**	**A, C**
Development of the DMO Runbooks	**R**	**A, C**
SAP HANA DMO Migration Preparation	**R**	**A, C**
SAP HANA DMO Migration Execution	**R**	**A, C**
SAP HANA DMO Post-Migration Support	**R**	**A, C**
Execution of Regression Testing	**R**	**R, A**
Documented Test and Performance Results	**R**	**R, A**
Defect Resolution	**R**	**A, C**
Training and Knowledge Transfer	**R**	**A, C**
Configuration of Solution Manager 7.2 Monitoring services	**R**	**A, C**
Functional Assessment: Procurement, FICA, HR & Payroll, ISU, CRM	**R**	**C**
SAP Fiori Application deployment	**R**	**A, C**
SAP Training services	**R**	**A, C**
SAP Single Sign-On services	**R**	**A, C**
SAP ERP Cloud Computing Hosting Support Services	**R**	**A, C, I**

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Activity	CONSULTANT	CITY
Technical Upgrade Change Control Process	**R, A**	**A, C, I**
Production Change Control	**R**	**A, C**
Production Support	**R**	**A, C**

Go-Live Support Scope of Services

Go-Live support is the work required to complete the cutover and Go-Live. Go-live tasks to be performed by CONSULTANT for the period are described in the table below. "Go-Live" is defined as the first-time CITY uses the cloud-hosted ERP system to process data in CITY's live production environment.

Phase/Deliverable	Go Live Support Services
Upgrade and Migration of the SAP Applications to the SAP HANA platform.	CONSULTANT personnel will be onsite immediately after the Go-Live Date for a minimum of 2 weeks.
SAP Fiori Application deployment	CONSULTANT personnel will be onsite immediately after the Go-Live Date for a minimum of 2 weeks.
SAP Single Sign-On services	CONSULTANT personnel will be onsite immediately after the Go-Live Date for a minimum of 2 weeks.

Post Go-Live Support Scope of Services

Post Go-Live support is the work required after completion of the cutover and Go-live. Post Go-Live tasks to be performed by CONSULTANT for the period are described in the table below.

Phase/Deliverable	Post Go Live Support Services
Core Financial Management	• General operational post go-live onsite support, including support of the following key activities.
Procurement Post Go-Live Support	• The first two (2) live AP (Accounts Payable) check run(s). • The first (1) live GL (General Ledger) month end close. The first two (2) live AP check run(s) and first (1) live General Ledger (GL) month end close Go Live Support will not exceed forty-five (45) calendar days after the first day transactions are able to be entered for live production purposes.
CAFR Post Go-Live Support	Support the first CAFR generation.
First Financial Year-End Support Post Go-Live Support	Support the first Financial Year-End process. The first Financial Year-End support do not affect the milestone payment or holdback schedules as defined within this SOW.
Budgeting and Planning Post Go-Live Support	General operational post-live support. During cut-over planning, CONSULTANT will work with CITY to determine precisely how the available hours will be distributed.

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Phase/Deliverable	**Post Go Live Support Services**
First Budget Cycle Post Go-Live Support	Support the first Budget Cycle. These hours expire 12 months after system is available for live transaction entry. First Budget Cycle support do not affect the milestone payment or holdback schedules as defined within this SOW.
Contract Management, Sourcing, and Supplier Management Post Go-Live Support	General operational post-live onsite support. During cut-over planning, CONSULTANT will work with CITY to determine precisely how the available hours will be distributed.
Human Capital Management, Payroll, and WFM Post Go-Live Support	General operational post-live onsite support, including support of the following key activities. • The first (1) weekly, biweekly and monthly payroll run. The first (1) weekly, biweekly and monthly payroll run Post Go Live Support will not exceed thirty (30) calendar days after the first day transactions are able to be entered for live production purposes.
First Misc. HR Processes Post Go-Live Support	Support the following HR processes. • The first (1) payroll quarter end • The first (1) payroll year end • The first (1) payroll new year • The first (1) AP year end
Application Management Services (AMS) Services	Post Go-Live support AMS services will include: Ensuring systems are up and performing as per SLA, backups are performed regularly, troubleshoot any system crashes, recover databases if necessary, applying operating system and database patches as needed, transports, SAP application monitoring, day to day Basis support, security, applying OSS notes. Also included will be SAP HR legal patch applications, and SAP Support packs. SAP application support will include functional [Finance, HR, Payroll, ISU, CRM], and technical [Basis, BW, Security, Portal etc.], as needed, to resolve any upgrade specific issues.
Utilities Meter-to -Cash business processes and CRM. Post Go-Live Support	General operational post-live onsite support, including support of the following key activities. - Customer and Account Creation - Meter Reading Download and Upload Processes - Billing and Invoicing processes - Creation of Invoice - Inbound and outbound payments - Transfer from FICA to GL - Credit Collections: Dunning and Write-off process - Customer Move-Out - Check-run process

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Security Scope of Services

For purposes of this section, Security Scope is the use of software, hardware, and procedural methods to protect systems, applications and Data from external threats and enforce internal data access policies.

In addition CONSULTANT's other security obligations under this Agreement, CONSULTANT will perform the following activities, deliverables and responsibilities detailed in the table below.

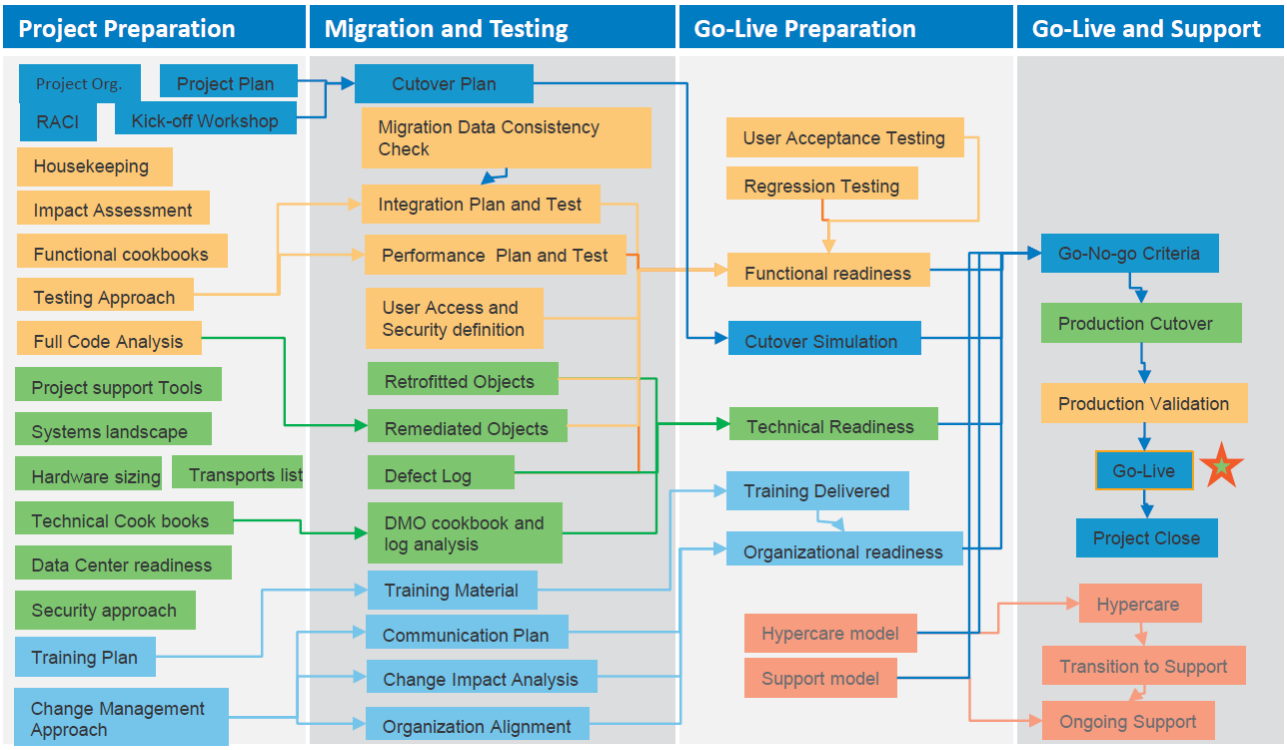
Activity/Deliverable	**Responsible**	**Method**	**Assumptions**
Landmark Config. Console and Security Workshop	CONSULTANT will deliver onsite, CITY to attend	Private Training	CITY security administrators responsible for creation of user accounts and their governance and management to participate.
Security overview and Project kick off mtg.	CONSULTANT	Onsite	Entire Project team (CONSULTANT & CITY) will participate.

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PROJECT APPROACH

Upgrade Approach

CONSULTANT's upgrade methodology will be used as the overall governing methodology for all Project related work for the Project activities associated with implementing the upgrade and migration services for the CITY's ERP system under this Agreement. This section describes what is to be delivered as to these services during the Project, which party is responsible for that work/task, and how the work is to be performed.



Project Governance

Project governance is a key element of effective project management. The following governance processes and assumptions shall apply for this Project:

1. **Project Management Plan:** A Project Management Plan (PMP) will be developed and maintained by CONSULTANT throughout the course of the Project and will govern how the Project will be run in terms of Project and Project management controls and processes, including scope management, work management, risk, stakeholder management, issue and problem management, communication management, staff management, configuration management and quality management. Such PMP shall be developed and maintained in consultation with CITY and provided that CITY approves of the PMP in accordance with this Agreement.
2. **Project Sponsorship and Executive Involvement:** CITY will assign one or more Sponsors and will designate a Steering Committee. The role of the Executive Sponsor and Steering Committee will be

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to lead setting the goals and scope of the Project, and over-arching Project leadership and decision making, including:

- Assume ultimate responsibility for the CITY's Project team.
- Communicate Project directives and objectives.
- Provide timely and effective resolution to issues escalated by the Project team.
- Designate and assure commitment of resources throughout the Project to support Project success.
- Determine Project priorities (as needed, if not specified in this Statement of Work) and approve/deny any changes to Project scope in accordance with the Change Order process detailed below in this Statement of Work and in accordance with the "Amendments" section of the Purchase Order to this Agreement.
- Provide final review and approval of Project deliverables and milestones as provided for in this Agreement.
- Monitor Project quality and integrity with respect to business goals.
- Provide leadership and support to Project team members.
- Identify and communicate any issues of concern throughout the course of the Project.
- Participate in monthly Steering Committee meetings.
- Be available to the Project to resolve issues that the Project management team cannot resolve in a timely manner, in accordance with the provisions of this Agreement.

3. **Monthly Steering Committee Reports and Meetings:** Steering Committee meetings comprised of CONSULTANT and CITY senior management will occur on a minimum monthly frequency and upon request by CONSULTANT or CITY within two (2) weeks of notice to review the status of the Project and provide escalation and decision-making as needed. A Steering Committee Status Report may outline high level Project progress, health, status, risks, issues, and decisions and barriers requiring the attention of the Steering Committee.

4. **Weekly Status Reports and Meetings:** A weekly Project status report will be issued, and weekly status meetings will occur for at least one (1) hour every week. Additional meetings will occur as mutually agreed between the CONSULTANT Project Manager, CITY Project Manager and key Project participants. The status report and associated meeting will focus on overall Project status and deliverables, issues/at risk items, key decisions, Project plan review/updates, escalations, and overall Project status as compared to plan.

5. **Project Issue Escalations:** From time-to-time, issues that are impacting Project progress will arise that require urgent CITY attention. The CONSULTANT Project Manager will act as the point of escalation in these circumstances, and the following turnaround times from CITY's Project team are requested, where feasible:

   - Urgent questions/requests where Project progress is being impacted but is not halted – 5 business days.
   - Critical questions/requests where Project progress is blocked –2 business days.

6. **Project Change Control Process:** Deviations that arise during the proposed Project will be managed using the Project Change Control Process outlined below. Changes could include, but are not limited to, changes in costs, timing, scope, or deliverables.

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The Change Control Process will be invoked before any unplanned or out-of-scope work is executed or any work is completed outside CITY's regular business hours. Any additional effort/costs because of such work would be subject to the following Change Control Process.

If either party believes that a change to this Statement of Work is necessary, such party shall issue to the other party a written change request ("Change Request"). In the case of a Change Request is initiated by either party, both parties will mutually evaluate the feasibility of the Change Request as soon as practical following receipt and determine the impact to the Project cost and timelines.

CONSULTANT shall provide CITY a written statement (a "Change Response") describing in detail:

- Any additional Services to be performed because of the Change Request.
- The estimated cost associated with such additional Services.
- Any other information relating to the Change Request that may reasonably be requested by CITY.

CITY shall respond promptly to any CONSULTANT-initiated Change Request. If CITY approves a CONSULTANT initiated Change Request or a Change Response, such Change Request or Change Response shall be deemed to be a "Change Order" only if it is executed in writing by the authorized representatives of the parties and approved as required under Palo Alto Municipal Code, as detailed in the "Amendments" section of the Purchase Order.

The CONSULTANT Project Manager and the CITY Project Steering Committee and/ or CITY Project Sponsor will put forward any Change Order approved by the CITY under this Change Control Process for review and approval by the CITY as provided for in the "Amendments" section of the Purchase Order. The Project Schedule shall be adjusted accordingly, as applicable, for any approved and executed Change Order. If CITY rejects a CONSULTANT-initiated Change Request, or any Change Response, CONSULTANT shall fulfill its obligations as provided in this Statement of Work without delay. Unless and until a Change Order is approved and executed by the CITY, CONSULTANT is responsible to fulfill its obligations under this Agreement.

Notwithstanding the foregoing, in the event of a conflict between the provisions of this "Project Change Control Process" section of this Statement of Work and the provisions of any other contract document of this Agreement, the conflict will be resolved in accordance with Section 11 ("Order of Precedence") of the IT General Provisions (defined in the Purchase Order).

Project Governance Assumptions and CITY Obligations

- CONSULTANT and CITY will manage the Project in accordance with this Agreement, including work planning, activity and resource planning and budgetary tracking.
- CITY and CONSULTANT will each assign a Project Managers. The CITY Project Manager will be responsible for coordinating with the CITY Project team and for coordinating Project activities with the CONSULTANT Project Manager.
- CITY Project Manager will coordinate all communication with CITY personnel and provide a central communication channel for the Project with the CONSULTANT Project Manager.

Testing

Within the upgrade methodology, testing encapsulates a key set of activities designed to validate the designed processes, application configuration, and system build. The upgrade methodology also includes

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a clear understanding of objectives and CONSULTANT versus CITY roles and responsibilities. These testing requirements during each test phase are critical since each phase is the culmination and acceptance of many predecessor activities.

In addition to over-arching test planning, test-related activities for each test phase include the following:

- Test Planning, including security designs and implementation testing
- Development of Test Scenarios/Scripts
- Execution of Test Scenarios/Scripts
- Documentation of Test Results
- Test Issue Resolution
- Test Phase Sign-off

The following outlines how testing will be approached for this Project, along with test-related roles and responsibilities:

CONSULTANT will create an overall test plan that identifies all the general areas required for testing in consultation with CITY, for CITY's approval. CITY will create a detailed, step-by-step set of test scripts in consultation with CONSULTANT, for CITY's approval. CONSULTANT will be on-site for portions of testing to help resolve issues in a timely manner. CONSULTANT will execute any additional required testing, either on site or remotely. In addition, CITY -will execute additional testing while CONSULTANT provides remote support as needed.

Defect Severity Level Definitions

The following severity level definitions apply to the testing phase:

Severity Level 1 Defects – Production Down/Critical. The production instance of the Licensed Software is not available, or the Licensed Software is available, but a critical application failure has occurred, and business processes are halted. There are no workarounds available.

Severity Level 2 Defects – High. The operation of the Licensed Software or a critical business process or is impaired, causing a serious disruption of a major business function, a serious impact on daily functions or processing, and there is no acceptable workaround.

Testing Phase Definitions

Installation Test Phase – This phase is the most basic testing phase and its testing scenarios focus on validating installation success. Upon successful completion of the installation test plan, this testing phase will be deemed a success. CONSULTANT will be performing this activity.

Unit Testing Phase – Unit testing validates individual units or components of custom code. Regardless of the system, units are generally considered to be the smallest parts of an application that can be tested for their functionality. Unit testing validates that the individual custom components are fit-for-use and function correctly to meet the relevant technical specifications. Unit Testing will be performed by CITY Staff for in-scope items.

Conversion Validation Testing – Conversion validation testing means testing the conversion of legacy data through the business process driven by the software functionality. These tests ensure an entire business process works according to specification. CITY is responsible for the validation of any and all converted data with support from CONSULTANT on as needed basis

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Integration Testing – Integration Testing validates the integration of multiple units of custom code or components. Integration testing validates that when the individual custom components are combined, the interfaces between the individual units or components function correctly per the technical specifications. Integration Testing will be performed by the same CONSULTANT personnel responsible for development. CONSULTANT in consultation with CITY shall be responsible to perform integration testing for all developed in-scope interfaces under this Statement of Work and applicable third-party software.

System Integration Testing –

1. System Integration Testing includes testing the business processes tested during System Testing but tested in a complete end-to-end manner.

   Number of Test Iterations: 1 full system integration test. For areas jointly identified as being affected by Severity Level 1 Defects and Severity Level 2 Defects, such identified areas will be re-tested until all such Defects are removed. CONSULTANT will conduct such testing.

2. Load Testing, Stress Testing, Endurance Testing, Network Testing.

   CONSULTANT will conduct Load Testing, Stress Testing, Endurance Testing, Network Testing. CONSULTANT will install the tool, configure it, execute the aforementioned tests, and remove everything when the license period or term of the Agreement is over if so requested by CITY.

Performance Validation Services

Performance Validation will subject the system to a standard to heavy load measured as volume of users, data, active processes, and transactions. Any performance bottlenecks should be identified and investigated during Performance Validation.

Performance Validation Use cases specify the detailed steps or instructions that should be executed to conduct Performance Validation. The Performance Validation Scripts should also define the simulated load or stress that will be applied to the system during each step of the Use case and can be performed automatically or manually.

Typically, Performance Validation is an iterative approach and is performed using a series of Use cases that are performed to first establish a benchmark and then repeated against the CITY's data to validate that the applications, system configuration, and network are "go live" ready. CONSULTANT shall perform all Performance Validation activities.

Performance Validation Activities

CONSULTANT will perform the following Performance Validation activities:

- Establish performance benchmark
- Establish a performance reporting standard and review process with CITY
- Identify 2-time windows of peak load on the application
- Enable required monitors on OS, DB and application levels
- If there are specific issues, reproduce while monitoring
- Collect traces for the defined time windows
- Analyze the traces and identify potential bottlenecks
- Identify possible reasons and remedies for bottlenecks

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- High level tuning on application, DB or OS level parameters
- Documentation of observations, reasons, remedies and recommendations
- Multi-tenant software will not be performance tested

Roles and Responsibilities for Cloud Computing Hosted Environment Testing

Roles and responsibilities for testing the ERP system private cloud-hosted environment will be shared between CONSULTANT and/or CITY as indicated in the table below.

Category	Performance item	CITY	CONSULTANT	Shared
Software	Application Performance			X
Software	Standard Components		X	
Software	Custom Components		X	
Infrastructure	Server Performance		X	
Infrastructure	Client Desktop Requirements	X		
Infrastructure	On Premise Network Devices	X		
Infrastructure	Wireless Customer Networks	X		
Infrastructure	VPN (if required)			X
Infrastructure	Remote Site Connectivity			X
Process	Performance Requirements			X
Process	Extensibility Performance			X
Process	Testing prior to go-live			X
Process	Performance Monitoring			X

Performance Testing Assumptions and Obligations:

- Required access will be provided by the CITY to enable the traces and monitor the application.
- CONSULTANT shall ensure the necessary performance testing of non-multi-tenant software is completed before Go-Live. The same pre-Go Live metrics shall be tested to monitor post-Go Live performance.

User Acceptance Testing – User Acceptance Testing is the final phase of testing.

Number of Test Iterations: 1 full system integration test. For areas jointly identified as being affected by Severity Level 1 Defects and Severity Level 2 Defects, such identified areas will be re-tested until all such Defects are removed. CITY will conduct User Acceptance Testing.

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RACI For Testing Activities

A RACI table for testing activities is provided below, showing the roles and responsibilities of the parties.
Key (as above): **R** = Responsible, **A** = Accountable, **C** = Consulted, **I** = Informed

Activity	**CONSULTANT**	**CITY**
Create Test Plan	R	R
Prepare System for Testing	R	R
Perform Application Data Loads	R	C
Test and Verify Application Data Loads	R	R
Migrate Security to Test Environment	R	C
Test and Verify Security Setup	R	R
Provide base scripts for each business process included in Conference Room Pilot	R	I
Propose test templates to be included in testing	R	I
Create Test Scripts	C, I	R
Execute Test Scripts	C, I	R
Resolve Issues identified during testing	R	A, C, I
Document Issues and Resolutions	R	R
Programmer Unit Testing	R	I

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Project Deliverables and Activities Required for Acceptance

Throughout the course of the Project, many deliverables will be created, and activities performed. The deliverables or activities listed in the tables below are identified as the subset of deliverables and activities required for the acceptance process.

Planning Phase – This phase is where the Project team gathers or confirms the program requirements. The team also defines or confirms the high-level To-Be Business Process flows and categorizes the requirements within the MoSCoW list (Must Have, Should Have, Could Have, Won't Have).

Planning Phase: Deliverable Name	**Deliverable Definition**	**Primary Party Responsible**	**Format**
Project Management Plan ("PMP")	Central planning document for the program. The Project Management Plan defines how the Project will be executed and managed. Subsidiary management plans include: 1. Scope Management Plan 2. Schedule Management Plan 3. Quality Management Plan 4. Human Resource Management Plan 5. Communications Management Plan 6. Risk Management Plan 7. Issue Management Plan 8. Stakeholder Management Plan 9. Project Document Management & Version Control Plan	CONSULTANT	Word
Project Schedule	Central planning document for the Project. Project Schedule management will be performed on a level that is appropriate for monitoring of discrete activity status and percent completion. The Project Schedule will contain all activities that are required for the Project completion. Assignment of CONSULTANT and CITY Project team members will be at the lowest level of activity definition. Reasonable work estimates will be at the lowest level of activity definition. Plan defines how the Project will be executed and managed along with subsidiary management plans appropriate to the Project.	CONSULTANT will provide initial Project Schedule. CITY and CONSULTANT will be responsible for updating jointly.	MS Project and PDF
Business Process Analysis	Business Process Analysis conducted with CITY Functional Leads to validate business process requirements and current state.	CONSULTANT	PDF and Visio

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Planning Phase: Deliverable Name	**Deliverable Definition**	**Primary Party Responsible**	**Format**
Technical Team Training Strategy/Plan	The IT Team Training Strategy/Plan includes: a detailed schedule for all the IT training activities including security training. (Training locations and dates); a detailed listing of the types of courses to be offered; and a list of training locations and dates.	CONSULTANT	Word
Core Functional Team Training Plan	The Core Project Team Training Plan includes: a definition of the methods, techniques and approach to be taken for implementing the Project Team Training; a summary of the expected level of effort of City and the CONSULTANT resources; a detailed schedule of all Project Team Training courses and locations; and a list of who is responsible for delivering each training course.	CONSULTANT	Word
Communication Plan	Definition of the methods, techniques and approach to be taken for project communications.	Shared Responsibility	Word
Capability Transfer Plan	A detailed description of the methods, techniques and approach to transfer knowledge from CONSULTANT to City project team staff.	CONSULTANT	Word
Testing Strategy Document	The Testing Strategy Document is a formal description and documentation of the types of testing that will occur during the project, who will be executing the tests, and how the results for each testing type will be documented.	CONSULTANT	Word

Design Phase – This phase is where the Project team completes the Business Process flows, builds the prototypes, and validates the prototype through one or more Conference Room Pilots (CRPs). The team also uses the Elaboration Phase to conduct a series of Data Action Labs where it focuses on defining values for various master tables within the system. Note, these deliverables are repeated for each project phase.

Design Phase: Deliverable Name	**Deliverable Definition**	**Primary Party Responsible**	**Format**
Current State Process Models	Review City's current state process documentation highlight opportunities for improvement.	CONSULTANT	Visio + Word
Core Project Team Training Delivered	Required on premise functional project team training delivered.	CONSULTANT	Training

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Design Phase: **Deliverable Name**	**Deliverable Definition**	**Primary Party Responsible**	**Format**
To-Be Process Workshops	A series of workshops during which CONSULTANT functional consultants will present preliminary Future-State "To-Be" business processes incorporating best practices and implementing opportunities for improvement as identified and documented in the Current State analysis.	CONSULTANT	Visio + Word
Future State Process (To-Be) Design Documentation	A collection of process diagrams generated in Visio that documents the future business processes (systemic and manual) used by the City to complete the ERP solution. Each business process is a collection of activities designed to produce a specific output for a City customer/user. The emphasis of each process flow is on how the work will be completed in CONSULTANT ERP and identified third party products. Each flow will document work activities with a beginning, an end, and clearly defined inputs and outputs.	CONSULTANT	Visio + Word
Requirements Traceability Matrix	A mapping of City's Functional and Technical Requirements Matrix to the design documents and test cases and for the functionality to be implemented in the new application software or to the software gaps identified.	CONSULTANT	Excel
Conference Room Pilot (CRP) Plan and Schedule	The Fit/Gap analysis will be completed through a conference room pilot. A detailed schedule of the Conference Room Pilot (CRP) sessions, which lists the required attendees, equipment required, and agenda for each session for all applications included in this phase.	CITY	Word Excel
Conference Room Pilot Scripts/Test Cases	The step by step scripts will be developed for CRP based on the approved Future State business processes (To Be). Scripts will be developed and pre-tested.	CONSULTANT	Word
Executed Conference Room Pilot	A document which identifies the following: final approved business process step by step; business issues (e.g., policy and authority); RICE element(s) required to resolve gaps.	CONSULTANT	Word
Instance Management Plan	Facilitates configuration management involving all CONSULTANT instances to be used during the implementation phase, including Test, Training, and Development.	CONSULTANT	Word

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Design Phase: **Deliverable Name**	**Deliverable Definition**	**Primary Party Responsible**	**Format**
Reporting Strategy/Plan	The objectives of this document are to provide a high-level overview of the reporting architecture for the implementation of CONSULTANT ERP and identified third party products. The baseline for the reporting strategy will be facilitated through CONSULTANT's Standard Reports Gap tool, which identifies gaps between the hundreds of standard CONSULTANT reports and City requirements.	CONSULTANT	Word
Workflow and Enhancements Plan	This document describes the policy and procedures that the Project will follow during the project that govern application development for Enhancements and Workflows.	CONSULTANT	Word
Interface Strategy and Plan	The Interface Strategy and Plan document defines the requirements, scope, objectives, and strategy for the City interface development effort.	CONSULTANT	Word
Data Conversion Plan	The Conversion Strategy and Plan document defines the requirements, scope, objectives, and strategy for the City project conversion effort.	CONSULTANT	Word
End User Training Matrix	The End User Training Matrix is a tool provided by CONSULTANT, to help with planning End-User training.	CONSULTANT	Excel
Approved Development Items	Comprehensive inventory of RICE (Reports, Interfaces, Conversions, and Enhancements) objects identified because of the technical assessment activities. Indicates assignment responsibilities for functional and technical designs, and development. The final version of the Approved Development Items will be generated after the CRP (fit/gap) is complete.	CONSULTANT	Excel
System Design Documentation	A document, which shows the configuration parameters for each module within the application and technology products where configuration is completed and applicable to the delivered design.	CONSULTANT	Excel
Application Configuration Plan	The Application Configuration/Plan document includes the following components: a definition of the methods, techniques and approach to be taken for configuring the application; a summary of the expected level of effort of City and the CONSULTANT resources for Application Configuration; a list of the objectives/goals for the Application Configuration activity; a detailed list of all the activities to be performed within this area; new procedures documented for the new processes; a detailed	CONSULTANT	Word

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Design Phase: **Deliverable Name**	**Deliverable Definition**	**Primary Party Responsible**	**Format**
	schedule for all of the Application Configuration activities; and a list of who is responsible for each activity		
Functional Specifications for conversions, interfaces, reports, workflow etc.	A detailed description of each extension, workflow, reports, conversions, interfaces, and web integration, including title, associated business requirement, detailed description, processing alternatives, and unit Test Plan for all applications included in the proposed solution.	CONSULTANT	Word

Build Phase – This phase is where the Project team takes the confirmed business process flows, the results of the CRPs, and the Data Action Labs and configures and builds the final system prior to Testing. Note, these deliverables are repeated for each project phase.

Build Phase: **Deliverable Name**	**Deliverable Definition**	**Primary Party Responsible**	**Format**
Technical Design Specs – Conversions	This document describes the design specification standards adopted by the City for conversions associated to CONSULTANT ERP and identified third-party applications.	CONSULTANT	Word
Technical Design Specs – Interfaces	This document defines the technical components required to implement customization, enhancements, and interfaces. This technical design document compliments the functional design specification document.	CONSULTANT, for items identified as CONSULTANT's responsibility, City for all others.	Word
Technical Design Specs – Workflows and Enhancements	This document defines the technical components required to implement Workflows and Enhancements. This technical design document compliments the functional design specification document.	CONSULTANT, for items identified as CONSULTANT's responsibility, City for all others.	Word
Technical Design Specs – Custom Reports	This document defines the technical components required to implement custom reports. This technical design document compliments the functional design specification document.	CONSULTANT, for items identified as CONSULTANT's responsibility, City for all others.	Word

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Build Phase: **Deliverable Name**	**Deliverable Definition**	**Primary Party Responsible**	**Format**
Application Security Design/ Architecture	The purpose of the Application Security Architecture document is to describe the approach being taken to secure access to information and key systems for the CITY within the scope of the project in accordance with CITY security and compliance standards and guidelines.	CONSULTANT	Word
Code – Conversions	The final coded object for each data conversion.	CONSULTANT	Various, generally IPA
Code – Interfaces	The final coded object for each interface.	CONSULTANT, for items identified as CONSULTANT's responsibility, City for all others.	Various, generally IPA
Code – Custom Reports	The final coded object for each custom report.	CONSULTANT, for items identified as CONSULTANT's responsibility, City for all others.	Various
Unit Test Report	The Unit Test Report document includes the following components: a list of unit test application results of RICE and any open items.	CONSULTANT	Word

Testing Phase – This phase involves data conversions, performance testing and user acceptance testing and concludes with a Go-Live event. Note, these deliverables are repeated for each project phase.

Testing Phase: **Deliverable Name**	**Deliverable Definition**	**Primary Party Responsible**	**Format**
Integration System Test (IST) Plan	The purpose of the Integration System Test (IST) Plan is to define a standard approach for testing that can be used for the CONSULTANT ERP and third-party products inclusive of regression testing. The Integration System Test Plan is intended to define a common set of terms, components, target dates and approaches for carrying out the activities necessary for successful implementation.	CONSULTANT TO DEFINE WITH CITY'S ASSISTANCE	Word, Excel
Integration System Test Schedule	This document describes the steps and timing required to take the CONSULTANT ERP and third-party products from the completion of unit tests through integration test.	CONSULTANT TO DEFINE WITH CITY'S ASSISTANCE	Word

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Testing Phase: **Deliverable Name**	**Deliverable Definition**	**Primary Party Responsible**	**Format**
Integration System Test Scripts	Detailed testing scripts which will be used to execute the Integrated System Test plan.	CONSULTANT TO DEFINE WITH CITY'S ASSISTANCE	Word
Configured IST Environment	Build the IST environment, inclusive of all RICE components, configurations, and data necessary to conduct the user acceptance test.	Joint Responsibility	Various
Executed Integration System Test	Execution of all test scripts and the recording of the results for each script. Defects related to completed configuration or CONSULTANT developed Reports, Interfaces, Conversions, Enhancements (RICE) components will be logged.	CITY	Excel
User Acceptance Test (UAT) Plan	The purpose of the UAT Test Plan is to define a standard approach for testing that can be used for the CONSULTANT ERP and third-party products. The UAT Test Plan is intended to define a common set of terms, components, target dates and approaches for carrying out the activities necessary for successful implementation of Functional and Technical req'ts.	CONSULTANT TO DEFINE WITH CITY'S ASSISTANCE	Word
User Acceptance Test Schedule	This document describes the steps and timing required to take the CONSULTANT ERP and third-party products from the completion of unit tests through user acceptance testing.	CONSULTANT TO DEFINE WITH CITY'S ASSISTANCE	Word
User Acceptance Test Scripts	Detailed testing scripts which will be used to execute the User Acceptance Test plan.	JOINT RESPONSIBILITY	Word
Configured UAT Environment	Build the UAT environment, inclusive of all RICE components, configurations, and data necessary to conduct the user acceptance test.	JOINT RESPONSIBILITY	Various
Executed User Acceptance Test	Execution of all test scripts and the recording of the results for each script. Defects related to completed configuration or CONSULTANT developed Reports, Interfaces, Conversions, Enhancements (RICE) components will be logged.	CITY	Excel

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Activation Phase: This phase involves the period immediately after Go-Live where the Project team supports the end user and IT organization as they take complete ownership of the system, plan for the future, and wind down the Project team. Note, these deliverables are repeated for each project phase.

Activation Phase: Deliverable Name	**Deliverable Definition**	**Primary Party Responsible**	**Format**
Organizational Support Structure	Ongoing support is a critical success factor for any implementation. As part of this deliverable, the following tasks will be performed: Recommend realignment of organization structure to support new technology (multi-level help desk, ongoing education, user groups, ongoing project office, enhancement/ development requests, change control process, etc.). Determine roles of IT and business owners for a sustainable support model. The support strategy will be drafted towards end of design, and then modified accordingly as the project progresses and will be the foundation for long-term support.	CITY	MS Word
Rollout Strategy and Plan	This rollout strategy and plan defines coordination and execution of the requirements during the transition to the new system in each phase.	CONSULTANT	Word
Post Production Support Strategy and Plan	This post production support strategy and plan define coordination and execution of the tasks required after the CONSULTANT system is live.	Joint Responsibility	Word
Processing Schedules	A detailed description of the daily, nightly, weekly, monthly, or quarterly processing schedule for the applications (i.e. job sequence, etc.)	Joint Responsibility	Excel
Cutover Plan	This is the detailed checklist of activities and readiness required to transition into production	CONSULTANT	Excel
Executed Cutover Plan	Execution of the Detailed Cutover Plan to a Live Operational System.	Joint Responsibility	n/a
Period End / Year End Closing Scripts	The period and year end scripts outline the process for closing the various CONSULTANT subsystems in the appropriate sequence. This will include any third-party integration dependencies.	CONSULTANT	Word
Post Implementation and Phase Acceptance	Obtain final signoff that CONSULTANT has provided postproduction support services and assisted the City team with resolving issues and questions after go-live.	CONSULTANT	Word

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Acceptance Criteria and Final Acceptance

Acceptance of Deliverables. For purposes of acceptance of the Services (or phases and milestone Deliverables thereof), the parties intend to use the following staged acceptance procedure ("Acceptance Criteria"). No payment shall be payable under this Statement of Work until CITY accepts the Deliverables of the Services as per this process.

(i) Written Deliverable: CONSULTANT shall submit interim drafts (stamped, noted or otherwise clearly marked "Draft") of a written deliverable to CITY for review. CITY agrees to review and provide comments to CONSULTANT on each interim draft within five (5) business days after receiving it from CONSULTANT unless the CITY requires a longer approval period. CITY will have the opportunity to review the written Deliverable for a further acceptance period of five (5) business days after delivery of the final version (stamped, noted or otherwise clearly marked "Final Draft") of the written deliverable unless the CITY requires a longer approval period (the "Acceptance Period"). CITY agrees to notify CONSULTANT in writing by the end of the Acceptance Period either stating that the written Deliverable is accepted in the form delivered by CONSULTANT, describing in reasonable detail any substantive deficiencies that must be corrected prior to acceptance of the written Deliverable, or stating the longer time period by which CITY will provide one of the aforementioned responses. When CITY delivers to CONSULTANT a notice of deficiencies, CONSULTANT will promptly correct the described deficiencies and return to CITY for acceptance as per this Acceptance Criteria. CITY will not unreasonably withhold, delay or condition its approval of a final written Deliverable. CONSULTANT is responsible for tracking status of each Deliverable including but not limited to the date in which it was submitted to CITY and date returned. If CITY provides no notice of deficiencies within thirty (30) days of the receipt pf the written deliverables or the Acceptance Period (whichever is longer), the CONSULTANT shall notify CITY that CONSULTANT is awaiting CITY's response. There shall be no automatic or "by default" acceptance of Deliverables, only acceptance in writing by CITY as detailed herein.

(ii) Services Deliverable: Acceptance testing is an iterative process designed to determine whether each component of the CONSULTANT and non-CONSULTANT Software combined with related Services delivered by CONSULTANT ("Services Deliverable") performs as required under this Agreement and in accordance with the functions described in the licensor's documentation for the ERP system's various components, to discover and remove material deviations (Severity Level 1 and Severity Level 2 Defects) where the Services Deliverable does not substantially perform the functions as required ("Defect" or ("Defects") through repeated testing cycles performed as stated in the Project Management Plan (developed in the Planning Phase, as detailed above). CONSULTANT will work with CITY and make a good faith effort to develop a test plan with the requisite Software Services Deliverable and to test each Software Services Deliverable (the "Acceptance Tests" or "Acceptance Testing").

The "Acceptance Test Period" for each Services Deliverable will be mutually agreed upon between CONSULTANT and CITY per the Project Schedule (developed in the Planning Phase, as detailed above), after the Services Deliverable is installed at CITY's designated site and CONSULTANT has successfully completed CONSULTANT's test environment and notified CITY that the Services Deliverable is ready for Acceptance Testing. CONSULTANT will not be obligated to deliver a Services Deliverable to CITY until CITY demonstrates the readiness of the target technical platform and environment.

If CITY determines during the Acceptance Test Period that the private cloud ERP system contains a Severity Level 1 or Severity Level 2 Defect, CITY will promptly send CONSULTANT a written notice (email is acceptable in this instance) reporting the alleged Defect describing it to CONSULTANT in sufficient

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detail reasonably necessary for CONSULTANT to recreate it. CONSULTANT will within one (1) business day acknowledge receipt of such written notice and within five (5) business days therefrom fix the reported Defect (or as per a longer mutually agreed timeline) and/ or provide CITY approved acceptable workaround to CITY for re-testing. CITY will then re-test the modified portions of the Services Deliverable after receiving the modifications from CONSULTANT. In such a case, CONSULTANT and CITY will mutually agree upon an updated Acceptance Test Period.

By the end of the Acceptance Test Period CITY will provide CONSULTANT with a final written list reporting any outstanding deficiencies (Severity Level 1 or Severity Level 2 Defects) (the "Punch List"). CITY will then have twenty (20) business days after the receipt of the modifications to re-test the modified Software Services Deliverable to confirm that the deficiencies that were reported on the Punch List have been removed. If any deficiency that was reported on the Punch List has not been removed, CITY will provide CONSULTANT with written notification by the end of the retesting period reporting any such deficiency. In such event, the procedures set forth in this section will be repeated for the remaining deficiency on the Punch List. If CITY provides no notice of deficiencies within 30 days of the receipt of the Services Deliverable or the Acceptance Test Period, whichever is longer, the CONSULTANT shall notify CITY that CONSULTANT is awaiting CITY's response. There shall be no automatic or "by default" acceptance of Deliverables, only acceptance in writing by CITY as detailed herein.

CONSULTANT and CITY each agrees to work diligently to achieve acceptance of the Deliverables at the earliest possible date.

ADDITIONAL PROJECT ROLES AND RESPONSIBILITIES

Go-Live Responsibilities

Activity	CONSULTANT	CITY
CONSULTANT with support from CITY functional support team and key users will provide first line support to CITY end users.	R	A, C
CONSULTANT personnel will support the CITY process owners and key users with resolution of process questions and provide application assistance where required.	R	A
CONSULTANT will resolve any issues due to the upgrade identified during and post go-live	R	A, C

Project Governance Responsibilities

Activity	CONSULTANT	CITY
Define, Develop, Implement and Monitor Project Governance and Implementation Methodology	R	A
Identify, Define, Monitor, Maintain and Report Inter-Project Dependencies	R	A, C
Develop Project Report (Status, Issues, Risks, Financials, etc.) as a part of Project Governance Process	R	C
Escalate Project Related Matters Needing Attention	R	C

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Perform Project Management Functions/Implement Project Governance	R	R, for items identified as CITY's responsibility, CONSULTANT for all others.
Act as Primary Point of Contact for Project Communication	R	A
Manage Program Resources, Resolve Personnel Issues, Fix Problems	R	A, C
Identify, Discuss, Review, Verify and Implement Deliverable Acceptance Criteria	R	C
Facilitate Business Workflow, Workshops, and Pilots	R	C
Provide Licensed Software (includes in scope 3rd party software) Knowledge and Expertise During Life Cycle Phases of the Project	R	I
Assist in Platform and Infrastructure Definition, Design, Implementation and Support	R	C
Ensure Infrastructure and Configuration Availability for the Team	C	R
Liaison Between Project Team and Business Users	C	R
Define, Develop, Implement, Support End User Training Plan	R	C
Resolve Business User Conflicting Priority Between Job Roles and Project Support (Availability)	C	R
Prepare Executive Steering Committee Report and Respond to Executive Queries	C	R
Provide Timely Response and Acceptance of Project Deliverables	C	R
Provide Technical Expertise in Support of Interfaces and Infrastructure	R	C
CITY will coordinate facilities and availability of CITY resources for all required testing of the Licensed Software prior to deployment.	C	R
It is assumed that, at the time of the implementation, the CITY will be active on CONSULTANT Support with regards to the licenses being implemented.	C	R
All Project activities will be conducted either remotely or at CITY office(s) in City of Palo Alto, CA	C	R
CONSULTANT may conduct onsite quality assurance reviews over the course of the Project. CITY will be invited to participate in the reviews if they are conducted. CONSULTANT will provide a verbal and written debrief to the CITY at the conclusion of each review	R	C

CONSULTANT Project Management Team Key Personnel

(i) CONSULTANT agrees to assign and make available the following individuals as key personnel ("Key Personnel") for providing Services under this Services Agreement:

1. Project Sponsor — Nader Tirandazi
2. Project Quality Assurance — Johannes Lombard
3. Project Manager — Barbara Giacoppo

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4.	SAP HANA Technology QA	Kiran Naik
5.	SAP BW/4HANA Technology QA	Kiran Mehendale
6.	FICA Functional Lead	[to be determined]
7.	HR Functional Lead	[to be determined]
8.	ISU/CRM Functional Lead	[to be determined]
9.	Lead Developer/Architect (ABAP, JAVA & FIORI)	[to be determined]

The parties agree that the above-mentioned Key Personnel will provide Services to CITY under this Agreement. Further, that such Key Personnel will be removed and/ or replaced by CONSULTANT from this Agreement only upon mutual consent or upon CITY' request as provided in the IT General Provisions to this Agreement and/ or if any of such Key Personnel is no longer employed (whether full-time or part-time) and/ or engaged as a contractor or sub-contractor by CONSULTANT during term of the Agreement. In case any of the above Key Personnel is required to be replaced, CONSULTANT shall within ten (10) business days make available alternative personnel with an individual having a similar or better skillset then the individual being replaced, for consideration by the CITY.

(ii) If a Key Personnel or another project team member or Contractor of CONSULTANT is, in the opinion of CITY, uncooperative, inept, incompetent, or otherwise unacceptable, CITY shall give CONSULTANT a notice of its dissatisfaction with Key Personnel or another project team member of CONSULTANT. At City's sole discretion, the parties may follow the dispute resolution procedure set out in the Agreement to resolve any issues with the performance of such individual(s). If CITY opts for this process, but is not satisfied, CONSULTANT agrees to remove such individual(s) from the project as set forth in the IT General Provisions. In the event of such a removal, CONSULTANT shall, within ten (10) business days make available alternative personnel(s) with a similar or better skillset then the individual(s) being replaced, for consideration by the CITY.

(iii) CONSULTANT shall provide a list of its project team, who will be assigned to perform Services under this Agreement, to CITY at least six (6) weeks in advance of the Services to be provided by such project team, so that a timely replacement can be made if required by CITY. The parties will finalize the CONSULTANT project team providing Services under a Task Order (as provided in this Statement of Work) at least two (2) weeks in advance of the effective date of a Task Order.

(iv) During the term of this Work Order, CITY shall have a right to review the resumes and/ or interview (in-person or otherwise) any such CONSULTANT employee or Contractor employee providing Services to CITY. CITY shall have the right in its reasonable discretion to disapprove the provision of Services by any CONSULTANT representative (including contractors) by providing CONSULTANT with notice of any disapproved representative within five (5) business days of receipt of the CONSULTANT representative's name and resume from CONSULTANT. CONSULTANT will be obligated to promptly replace the disapproved CONSULTANT representative (including contractors).

CITY Project Resource Requirements

There are several activities that are required to be completed in timely manner by CITY in order for the project to stay on track. A delay in CITY actions (e.g. availability of key users, executive sponsorship, key decisions, development, migration, timely execution of tasks, etc.), may impact execution of project tasks by CONSULTANT. CITY will provide the necessary resources to complete the assigned activities.

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PAYMENT SCHEDULE

CITY agrees to pay CONSULTANT fees of for the ERP update and migration services described in this Statement of Work, in accordance with the provisions of this Agreement. CITY shall pay the fee(s) as set forth below. Fees include travel and living expenses for the CONSULTANT Team. All deliverables require written acceptance from the CITY prior to invoicing in accordance with the Acceptance Process set forth in "Acceptance criteria and final acceptance" above.

Milestone Payment schedule for ERP update and migration services deliverables:

MILESTONE TABLE:

Begin Month (estim.)	Invoice Month (estim.)	Milestone Number	Description	Milestone Payment Not to Exceed*
			Project Management:	**$15,000**
Jun-19	Jul-19	1	Project Initiation Call	$5,000
Jun-19	Jul-19	1	Project Management Plan	$5,000
Jun-19	Jul-19	1	Project Schedule	$5,000
			Project Strategies:	**$30,000**
Jun-19	Jul-19	2	Technical Team Training Plan	$5,000
Jun-19	Jul-19	2	Functional Team Training Plan	$5,000
Jun-19	Jul-19	2	Change Management Plan	$5,000
Jun-19	Jul-19	2	Communication Plan	$5,000
Jun-19	Jul-19	2	Capability Transfer Plan	$5,000
Jun-19	Jul-19	2	Testing Strategy Document	$5,000
Jun-19	Aug-19	3	**Migration Services to Private Cloud**	**$155,000**
Jun-19	Jun-19	4	**Cloud Computing Hosting and Support Services: Instance reserve upfront payment**	**$300,000**
Sep-19	Feb-20		**HANA: Installations, Technical Upgrade and Migrations:**	**$660,000**
			SAP ECC to SAP Suite on HANA Upgrade and Migration:	$350,000
Sep-19	Oct-19	5	Sandbox ("SBX")	$125,000
Nov-19	Nov-19	6	Development ("DEV")	$85,000
Dec-19	Dec-19	7	Quality Assurance ("QAS")	$60,000

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Begin Month (estim.)	Invoice Month (estim.)	Milestone Number	Description	Milestone Payment Not to Exceed*
Jan-20	Jan-20	8	Stage (“STAGE”)	$40,000
Feb-20	Feb-20	9	Production (“PRD”)	$40,000
			SAP BW to SAP BW on HANA Upgrade and Migration: ABAP and JAVA:	$130,000
Nov-19	Nov-19	10	Development (“DEV”)	$55,000
Dec-19	Dec-19	11	Quality Assurance (“QAS”)	$35,000
Jan-20	Jan-20	12	Stage (“STAGE”)	$20,000
Feb-20	Feb-20	13	Production (“PRD”)	$20,000
			Technical Upgrade and Migration of SAP CRM 2007 Dual-Stack ABAP & JAVA to CRM to HANA for DEV, QAS, PRD, and a new STAGE server; {4 servers}:	$40,000
Nov-19	Nov-19	14	Development (“DEV”)	$10,000
Dec-19	Dec-19	15	Quality Assurance (“QAS”)	$10,000
Jan-20	Jan-20	16	Stage (“STAGE”)	$10,000
Feb-20	Feb-20	17	Production (“PRD”)	$10,000
			Technical Upgrade and Migration of SAP Enterprise Portal 7.0 (ESS/MSS) JAVA-based to HANA for DEV, QAS, PRD, and a new STAGE server; {4 servers}:	$40,000
Nov-19	Nov-19	18	Development (“DEV”)	$10,000
Dec-19	Dec-19	19	Quality Assurance (“QAS”)	$10,000
Jan-20	Jan-20	20	Stage (“STAGE”)	$10,000
Feb-20	Feb-20	21	Production (“PRD”)	$10,000
			Technical Upgrade and Migration of SAP Gateway to HANA for DEV, QAS, PRD, and a new STAGE server; {4 servers}:	$40,000
Nov-19	Nov-19	22	Development (“DEV”)	$10,000
Dec-19	Dec-19	23	Quality Assurance (“QAS”)	$10,000
Jan-20	Jan-20	24	Stage (“STAGE”)	$10,000
Feb-20	Feb-20	25	Production (“PRD”)	$10,000
			Technical Upgrade and Migration of SAP NWDI to HANA for PRD; {1 server}:	$10,000

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Begin Month (estim.)	Invoice Month (estim.)	Milestone Number	Description	Milestone Payment Not to Exceed*
Feb-20	Feb-20	26	Production ("PRD")	$10,000
			Technical Upgrade and Migration of SAP Solution Manager to HANA for PRD; {1 server}:	$10,000
Feb-20	Feb-20	27	Production ("PRD")	$10,000
			New installation of SAP Fiori servers for DEV, QAS, PRD, and STAGE; {4 servers}:	$40,000
Sep-19	Oct-19	28	Development ("DEV")	$10,000
Dec-19	Dec-19	29	Quality Assurance ("QAS")	$10,000
Jan-20	Jan-20	30	Stage ("STAGE")	$10,000
Feb-20	Feb-20	31	Production ("PRD")	$10,000
Dec-19	Feb-20	32	**Configuration of Solution Manager 7.2 includes Monitoring services**	**$50,000**
Sep-19	Oct-19	33	**Functional Assessment: includes the areas Procurement, FICA, Payroll, ISU, CRM**	**$45,000**
Nov-19	Jan-20	34	**SAP Fiori Application deployment**	**$60,000**
Jan-20	Feb-20	35	**SAP Training**	**$50,000**
Sep-19	Jan-20	36	**SAP Single Sign-On**	**$120,000**
Total Not-to-Exceed Amount *(amounts in bold only; non-bolded amounts are sub-amounts)*				***$1,485,000***

*NOTE: The cost to the City of the IT professional services to be provided by CONSULTANT to implement City's ERP software system upgrade and migration from an on-premise environment to a cloud environment are fixed costs based on achievement of milestones / deliverables, not based on time and materials. If the timeline by which CONSULTANT achieves the required milestones / deliverables is delayed, this shall be at no additional cost to the City. This note is a substantive portion of this SOW.

Cloud Computing Hosting and Support Services and As-Needed Technical / Functional Support Services Not-to-Exceed Amounts:

The not-to-exceed amounts for the fixed costs for cloud computing hosting and support services and the variable costs for as-needed SAP application technical / functional support services are provided in the table below.

Type of Service	Fixed / Variable (as-needed)	Monthly (not to exceed)	Annual (not to exceed)	Two-Year period (not to exceed)
Cloud Computing – Hosting	Fixed	$12,500	$150,000	$300,000

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Cloud Computing – Support Services	Fixed	$12,500	$150,000	$300,000
	Subtotals	*$25,000*	*$300,000*	*$600,000*
SAP Application Technical / Functional Support Services*	Variable (as-needed)	$20,833.33	$250,000	$500,000
	Total Not-to-Exceed Amounts	***$45,833.33***	***$550,000***	***$1,100,000***

* NOTE: the parties understand and agree that any unspent amount within the total not-to-exceed amount allocated for SAP Application Technical / Functional Support Services may be rolled over from a previous to a subsequent time period during the term of this Agreement, provided that the total allocated amount is not exceeded. This note is a substantive portion of this SOW.

Total All Services and Deliverables: Two-Year Fixed and Variable Cost Not-to-Exceed Amounts

A summary of the not-to-exceed amounts for all services and deliverables, including all fixed cost and variable-cost services and deliverables, are provided in the table below.

Type of Service	**Two-Year period (not to exceed)**
Fixed Costs (not to exceed)	
Milestone Deliverables (ERP Upgrade and Migration Professional Services)	$1,485,000
Cloud Computing – Hosting	$300,000
Cloud Computing – Support Services	$300,000
Subtotal Fixed Costs	$2,085,000
Variable Costs (not to exceed)	
SAP Application Technical / Functional Support Services (as-needed; not to exceed the amount provided in this table)	$500,000
Total – Fixed and Variable Costs (not to exceed)	**$2,585,000**

Included in Cloud Computing Hosting and Support Services:

In providing cloud computing hosting and support services under this Agreement, CONSULTANT shall ensure that all systems and applications are up and performing as per the Service Level Agreement (SLA) below, backups are performed regularly, and will troubleshoot any system crashes, including without limitation recovering databases if necessary, and will apply operating system and database patches as needed, and will conduct transports, SAP application monitoring, day to day Basis support, security, applying OSS notes, applying HR Support packs and SAP application specific support packs.

Included in SAP Application Technical / Functional Support Services:

SAP application technical / functional support services will include functional [Finance, HR, Payroll, ISU, CRM], and technical [Basis, BW, Security, Portal etc.] support, on an as-needed basis, upon approval by City, to resolve any upgrade-specific issues.

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All as-needed SAP application technical / functional support services must be authorized by CITY pursuant to a Task Order assigned and executed by CITY's Chief Information Officer. Each Task Order shall be in substantially the same form as **EXHIBIT A-1 ("PROFESSIONAL SERVICES TASK ORDER")**, which is hereby attached and incorporated into this Statement of Work by reference as though fully set forth herein. Each Task Order shall designate a task-specific CITY Project Manager (if different from the CITY's Project Manager for this Agreement) and shall contain a proposed scope of work, schedule of performance and compensation amount, in accordance with this Agreement. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in this Agreement for such services. CONSULTANT shall only be compensated for work performed under an authorized Task Order and CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in this Agreement for such services.

All as-needed SAP application technical / functional support services authorized will be billed at CONSULTANT's rates provided in **APPENDIX A ("RATE SCHEDULE FOR SAP APPLICATION TECHNICAL / FUNCTIONAL SUPPORT SERVICES")** below, which is hereby attached and incorporated into this Statement of Work in full by reference as though fully set forth herein.

PROJECT ASSUMPTIONS

The Project assumptions are as follows:

- Private Cloud Hosting provided for Production and non-Production SAP environments.
- Private Cloud Migration services provided for Production and non-Production SAP environments.
- The technical SAP Installations, Upgrades and Migrations are limited to the following:
    - Technical Upgrade and Migration of SAP ECC ERP 6.0 EHP2 to Suite on HANA for SBX, DEV, QAS, PRD, and a new STAGE server; {5 servers}
    - Technical Upgrade and Migration of SAP BW to BW on HANA for ABAP DEV, QAS, PRD, and a new STAGE server; {4 servers}
    - Technical Upgrade and Migration of SAP BW to BW on HANA for JAVA DEV, QAS, PRD, and a new STAGE server; {4 servers}
    - Technical Upgrade and Migration of SAP CRM 2007 Dual-Stack ABAP & JAVA to CRM to HANA for DEV, QAS, PRD, and a new STAGE server; {4 servers}
    - Technical Upgrade and Migration of SAP Enterprise Portal 7.0 (ESS/MSS) JAVA-based to HANA for DEV, QAS, PRD, and a new STAGE server; {4 servers};
    - Technical Upgrade and Migration of SAP Gateway to HANA for DEV, QAS, PRD, and a new STAGE server; {4 servers};
    - Technical Upgrade and Migration of SAP NWDI to HANA for PRD; {1 server};
    - Technical Upgrade and Migration of SAP Solution Manager to HANA for PRD; {1 server};
    - New installation of SAP Fiori servers for DEV, QAS, PRD, and STAGE; {4 servers}.
- Configuration of Solution Manager 7.2 includes Monitoring services only;
- The Functional Assessment includes the areas Procurement, FICA, HR & Payroll, ISU, CRM for a duration of 2 weeks;
- The SAP Fiori Application deployment is limited as follows:
    - Up to 20 standard delivered Fiori / UI5 applications;
    - Up to 10 custom Fiori / UI5 applications.
- SAP Cloud Computing Hosting and Support Services are defined as follows:

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  - Included: Ensuring systems are up and performing as per SLA, backups are performed regularly, troubleshoot any system crashes, recover databases if necessary, applying operating system and database patches as needed, transports, SAP application monitoring, day to day Basis support, security, applying OSS notes.
  - Excluded: SAP software upgrades (supplied separately by licensor)
- SAP Application Technical / Functional support services are defined as follows:
  - SAP application support will include functional [Finance, HR, Payroll, ISU, CRM], and technical [Basis, BW, Security, Portal etc.] support services, on an as needed basis, to resolve any upgrade-specific issues (as further detailed under "Included in SAP Application Technical / Functional Support Services", below).

PROJECT DELIVERABLES

1. Project Documentation
   a. Solution Requirement Specifications (SRS)
   b. Solution Design (Architecture)
   c. Deployment and configuration document
   d. Project Management Plan
   e. Project Schedule
   f. Communication Plan
   g. Risk Management Plan
   h. Issue Tracker
   i. Testing Plan and Testing Templates
   j. Knowledge base and training documentation
2. Private Cloud Hosting provided for Production and non-Production SAP environments.
3. Private Cloud Migration services provided for Production and non-Production SAP environments.
4. The technical SAP Installations, Upgrades and Migrations to AWS LSI managed cloud are limited to the following:
   a. Technical Upgrade and Migration of SAP ECC ERP 6.0 EHP2 to Suite on HANA for SBX, DEV, QAS, PRD, and a new STAGE server; {5 servers}
   b. Technical Upgrade and Migration of SAP BW to BW on HANA for ABAP DEV, QAS, PRD, and a new STAGE server; {4 servers}
   c. Technical Upgrade and Migration of SAP BW to BW on HANA for JAVA DEV, QAS, PRD, and a new STAGE server; {4 servers}
   d. Technical Upgrade and Migration of SAP CRM 2007 Dual-Stack ABAP & JAVA to CRM to HANA for DEV, QAS, PRD, and a new STAGE server; {4 servers}
   e. Technical Upgrade and Migration of SAP Enterprise Portal 7.0 (ESS/MSS) JAVA-based to HANA for DEV, QAS, PRD, and a new STAGE server; {4 servers};
   f. Technical Upgrade and Migration of SAP Gateway to HANA for DEV, QAS, PRD, and a new STAGE server; {4 servers};
   g. Technical Upgrade and Migration of SAP NWDI to HANA for PRD; {1 server};
   h. Technical Upgrade and Migration of SAP Solution Manager to HANA for PRD; {1 server};
   i. New installation of SAP Fiori servers for DEV, QAS, PRD, and STAGE; {4 servers}.
5. Configuration of Solution Manager 7.2 includes Monitoring services only;
6. The Functional Assessment includes the areas Procurement, FICA, HR & Payroll, ISU, CRM for a duration of 2 weeks;
7. The SAP Fiori Application deployment is limited as follows:

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   a. Up to 20 SAP delivered Fiori / UI5 applications;
   b. Up to 10 custom Fiori / UI5 applications.
8. SAP Infrastructure Support Services are defined as follows:
   a. Included: Ensuring systems are up and performing as per SLA, backups are performed regularly, troubleshoot any system crashes, recover databases if necessary, applying operating system and database patches as needed, transports, SAP application monitoring, day to day Basis support, security, applying OSS notes.
   b. Excluded: SAP software upgrades (supplied separately by licensor)
9. SAP Application Technical / Functional support services are defined as follows:
   a. SAP application support will include functional [Finance, HR, Payroll, ISU, CRM], and technical [Basis, BW, Security, Portal etc.] support services, on an as needed basis, to resolve any upgrade-specific issues (as further detailed under “Included in SAP Application Technical / Functional Support Services”, below).
10. Perform Go Live Activities in collaboration with city staff
11. Provide post go live support on all city’s business process impacted due to technical upgrade
12. Documentation of migration plan
13. Functional Assessment report on the following business areas Finance, Human Resources, Payroll, Procurement, IS Utilities Billing and CRM
14. Develop and implement existing interfaces in the new landscape
15. Deliver training to business users, SAP BASIS and Functional Support teams

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SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the Notice to Proceed (NTP) issued by CITY, in substantially the same form as **EXHIBIT B ("NOTICE TO PROCEED")**, which is hereby attached and incorporated into this Statement of Work by reference as though fully set forth herein. The NTP will designate the start of the term of this Agreement, which will be determined by CITY in consultation with CONSULTANT with regard to when CONSULTANT will have the necessary resources in place to begin performance. Time is of the essence in the performance of this Agreement and in getting the necessary resources in place. CONSULTANT shall commence performance of this Agreement on the date designated by the CITY in the NTP.

Milestones	**Completion (No. of Days/Wks/Mos from date in NTP)**
1. Migration Services to Private Cloud:	**(3 months)**
a. SAP environments only.	
2. Hosting / Infrastructure as a Service cost (IAAS);	
a. Upfront payments:	
i. Instance reserve upfront payment;	**(one-time charge)**
ii. Data migration cost.	**(one-time charge)**
b. Monthly infrastructure hosting charges.	**(24 months)**
3. Technical SAP Installations, Upgrades and Migrations:	**(6 months)**
a. Technical Upgrade and Migration of SAP ECC ERP 6.0 EHP 2 to Suite on HANA for SBX, DEV, QAS, PRD, and a new STAGE server; {5 servers}	
b. Technical Upgrade and Migration of SAP BW to BW on HANA for ABAP DEV, QAS, PRD, and a new STAGE server; {4 servers}	
c. Technical Upgrade and Migration of SAP BW to BW on HANA for JAVA DEV, QAS, PRD, and a new STAGE server; {4 servers}	
d. Technical Upgrade and Migration of SAP CRM 2007 Dual-Stack ABAP & JAVA to CRM to HANA for DEV, QAS, PRD, and a new STAGE server; {4 servers}	
e. Technical Upgrade and Migration of SAP Enterprise Portal 7.0 (ESS/MSS) JAVA-based to HANA for DEV, QAS, PRD, and a new STAGE server; {4 servers};	
f. Technical Upgrade and Migration of SAP Gateway to HANA for DEV, QAS, PRD, and a new STAGE server; {4 servers};	
g. Technical Upgrade and Migration of SAP NWDI to HANA for PRD; {1 server};	
h. Technical Upgrade and Migration of SAP Solution Manager to HANA for PRD; {1 server};	
i. New installation of SAP Fiori servers for DEV, QAS, PRD, and STAGE; {4 servers}.	
4. Configuration of Solution Manager 7.2 Monitoring services;	**(3 months)**
5. Functional Assessment: Procurement, FICA, Payroll, ISU, CRM;	**(1 month)**
6. SAP Fiori Application deployment;	**(3 months)**
7. SAP Training services;	**(2 months)**
8. SAP Single Sign-On services;	**(4 months)**
9. SAP cloud computing hosting and support services.	**(24 months)**

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OTHER PROVISIONS AND REQUIREMENTS

1. Project Management.

a. **Consultant Project Manager.** CONSULTANT will assign Barbara Giacoppo as the Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be done in writing and will be subject to the prior written approval of the CITY's Project Manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

b. **City Project Manager.** CITY's Project Manager is Vasudeva Narayana, IT Department, PMO Division, 250 Hamilton Ave Palo Alto, CA 94303, Telephone: 650-380-0755. The CITY's Project Manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate Project Manager from time to time in writing.

2. Definitions. In addition to the definitions provided in the IT General Provisions (defined in the Purchase Order) and the IAAS and PAAS Special Provisions (defined in the Purchase Order), the following definitions shall apply to the CONSULTANT's provision of services under the Agreement (defined in the Purchase Order):

a. "Authorized User" – means a person authorized by CITY to access the CITY's Enterprise SAAS, PAAS and/or IAAS systems under this Agreement, including any CITY employee, contractor or agent so authorized by CITY.

b. "Encryption" – means conversion of plaintext to ciphertext through the use of a Federal Information Processing Standards (FIPS) validated cryptographic algorithm. [FIPS 140-2]

c. "Recovery Point Objective (RPO)" - means the point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption. The RPO shall be provided in the SLA. If not provided in the SLA, CONSULTANT shall provide a proposed RPO in CONSULTANT'S Disaster Recovery Plan (detailed below) for City's approval.

d. "Recovery Time Objective (RTO)" - means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO shall be provided in the SLA. If not provided in the SLA, CONSULTANT shall provide a proposed RTO in CONSULTANT'S Disaster Recovery Plan (detailed below) for City's approval.

e. "Software" - means an all-inclusive term which refers to all computer programs, routines, and/or subroutines supplied by, or hosted and supported by, the CONSULTANT under this Agreement, including Operating Software, Programming Aids, Application Programs, and Program Products (as those terms are defined in the IT General Provisions).

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f. "Software as a Service (SAAS)" – means the capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

g. "State" - for purposes of this Agreement, the term "State," as defined in the IT General Provisions, includes the City, which is a political subdivision of the State of California as well as a California charter city and municipal corporation; City is not a "State Agency" or "State Department" as those terms are used in the IT General Provisions.

h. "System" (or "system") – means the complete collection of Hardware, Software and services as described in this Agreement, integrated and functioning together, and performing in accordance with this Agreement.

3. Security Categorization of City Information and Systems. The security requirements designated in this Agreement are assuming a National Institute of Standards and Technology ("NIST") classification of **MODERATE**, as defined by Federal Information Processing Standards ("FIPS") Publication 199. CONSULTANT shall provide all cloud computing hosting and support services under this Agreement in accordance with this security categorization, including without limitation ensuring that its data protection, security and confidentiality obligations hereunder are fulfilled in accordance with this security categorization (for example and without limitation, as required under the IAAS and PAAS Special Provisions, Section 3 ("Data Protection"), CONSULTANT shall fulfill its data protection obligations under NIST Special Publication 800-53 in compliance with the MODERATEsecurity categorization).

4. Encryption. In providing the cloud computing hosting and support services, CONSULTANT is responsible to ensure that all State Data (with "State" in State Data" meaning "City, as above), including without limitation Personal Data (as defined in the IAAS and PAAS Special Provisions) and Non-Public Data, are encrypted at rest, in use, in database backups and in transit with controlled access, in all CONSULTANT-provided environments including without limitation CONSULTANT's subcontractors' environments.

5. City's Non-Public Data. City's "Non-Public Data," for purposes of the IAAS and PAAS Special Provisions, shall have the same meaning as "State Data" (with "State" in "State Data" referring to the City, as above) as defined in the IAAS and PAAS Special Provisions, and shall also include City's "Data" defined as any information, formulae, algorithms, or other content that the City, the City's employees, agents and end users upload, create or modify using the cloud computing system pursuant to this Agreement. Data also includes user identification information and metadata which may contain Data or from which the City's Data may be ascertainable.

6. Data Protection Responsibilities. In addition to CONSULTANT's data protection responsibilities under Section 3 ("Data Protection") of the IAAS and PAAS Special Provisions:

a. CONSULTANT shall comply with industry standards and guidelines applicable to the SAAS, PAAS and IAAS services being provided. Relevant security provisions may include, but are not limited to: Health Insurance Portability and Accountability Act of 1996 (HIPAA), IRS 1075, Health Information

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Technology for Economic and Clinical (HITECH) Act, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.

1) **Business Associate Addendum.** With regard to protected health information, as that term is defined in HIPAA, Contractor shall comply with **APPENDIX E ("HIPAA BUSINESS ASSOCIATE ADDENDUM")**, which is hereby attached and incorporated into this SOW in full by reference as though fully set forth herein. To the extent that the terms of the Agreement are inconsistent with the terms of said Business Associate Addendum, the terms of the Business Associate Addendum shall control, except as expressly provided for in the Business Associate Addendum.

b. CONSULTANT shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Agreement to secure such Data from Data Breach, protect the Data and the SAAS, PAAS and IAAS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the CITY's access to its Data.

c. CONSULTANT shall allow the CITY reasonable access to SAAS, PAAS and/or IAAS security logs, latency statistics, and other related security data that affect this Agreement and the CITY's Data, at no cost to the CITY.

d. CONSULTANT assumes responsibility for the security and confidentiality of the Data under its control.

e. No Data shall be copied, modified, destroyed or deleted by CONSULTANT other than for normal operation or maintenance of SAAS, PAAS and IAAS during the term of the Agreement without prior written notice to and written approval by the CITY.

f. Remote access to Data from outside the continental United States, including remote access to Data by authorized SAAS, PAAS and/or IAAS support staff/users in identified support centers, is prohibited except to the extent approved in advance in writing by:

i. CITY's Chief Information Security Officer, with written notice to the State Chief Information Security Officer, or
ii. In the absence of CITY's Chief Information Security Officer, the City's Chief Information Officer.

7. Deletion of Subd. "c" of Section 10 ("Access to Security Logs and Reports") of IAAS and PAAS Special Provisions. Subdivision "c" of Section 10 ("Access to Security Logs and Reports") of the IAAS and PAAS Special Provisions is hereby deleted in its entirety.

8. Data Availability. CITY's Data shall be available to CITY twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime as provided in the SLA).

9. Data Breach Notification. Pursuant to CONSULTANT's data breach reporting obligations under Section 5(b) and Section 6(a) of the IAAS and PAAS Special Provisions, CONSULTANT's notice to City shall identify:

a. The nature of the Data Breach;
b. The Data accessed, used or disclosed;

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c. The person(s) who accessed, used, disclosed and/or received Data (if known);
d. What CONSULTANT has done or will do to quarantine and mitigate the Data Breach; and
e. What corrective action CONSULTANT has taken or will take to prevent future Data Breaches.

10. Personal Information – California Information Practices Act (Civil Code 1798 et seq.). Notwithstanding anything to the contrary in the IT General Provisions, in the performance of this Agreement, CONSULTANT will use CITY systems, including City systems that store, transmit and/or process City-owned, -licensed and/or -maintained computerized Data consisting of personal information, as defined in Civil Code 1798.29(g). If the CONSULTANT causes or knowingly experiences a breach of the security of personal information, as defined in Civil Code 1798.29(g), CONSULTANT shall immediately report any breach of security of such system to the CITY following discovery or notification of the breach in the security of such Data. The CITY's Chief Information Officer shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the CITY or any person or entity under the control of the CITY, CONSULTANT shall bear any and all costs associated with the CITY's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.

11. Subcontracting. CONSULTANT may use the services of subcontractors and/or third-party partners ("subcontractors") for the performance of the services to be provided by CONSULTANT under this Agreement, including without limitation the use of subcontractor software-, infrastructure- or platform-as-a-service, however, in so doing, CONSULTANT shall remain responsible for the overall performance of this Agreement. In subcontracting, CONSULTANT shall not thereby be relieved from any liability or obligation under this Agreement and CONSULTANT shall be responsible for the acts, defaults and omissions of any of CONSULTANT's subcontractors as fully as if they were the acts, defaults or omissions of CONSULTANT. CONSULTANT shall ensure that its subcontractors comply with all of the terms of this Agreement insofar as they apply to the subcontracted portion of the Agreement. All references herein to duties and obligations of CONSULTANT shall be deemed to pertain also to all CONSULTANT subcontractors to the extent applicable to the subcontracted portion of the Agreement. Upon request, Contractor shall provide to CITY a list of all subcontractors. In no event shall CONSULTANT subcontract or delegate the majority of, or the whole of, this Agreement without the prior written consent of the CITY executed pursuant to the "Amendment" section of the Purchase Order. Nothing contained in this Section 11 shall create any contractual relationship between any of CONSULTANT's subcontractors and CITY. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party to this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

12. Backup and Disaster Recovery.

a. **Backup of Data.** In providing the cloud computing hosting and support services, CONSULTANT is responsible for maintaining a backup of all CITY data in the cloud computing system and for an orderly and timely recovery of such data in the event of data corruption or interruption of the cloud computing services. CONSULTANT shall maintain a contemporaneous backup of the CITY's Data that can be recovered within the requirements in this Agreement and maintaining the security of the

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data as required herein. CONSULTANT's backup of data shall not be considered in any calculation of storage used by the CITY under this Agreement. CONSULTANT shall provide online data retention (also referred to as "backup") every four (4) hours. CONSULTANT shall provide incremental backups at a minimum of every eight (8) hours to an off-site location other than the primary hosting center. CONSULTANT shall provide weekly, off-site backups with a duration that matches the agreed upon backup schedule and retention to a location other than the primary hosting center. Database backups will be encrypted. Off-site backups will include, at a minimum, the previous 30 days.

b. **Disaster Recovery.** In addition to the requirements provided in Section 18 ("Business Continuity and Disaster Recovery") of the IAAS and PAAS Special Provisions, in the event of a disaster (as defined below), CONSULTANT will be responsible for providing disaster recovery services as follows:

i. In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, CONSULTANT shall notify the CITY by the fastest means available and also in writing, with additional notification provided to the CITY's Chief Information Officer. CONSULTANT shall provide such notification within twenty-four (24) hours after CONSULTANT reasonably believes there has been such a disaster or catastrophic failure. In the notification, CONSULTANT shall inform the CITY of:

   1. The scale and quantity of the Data loss;
   2. What CONSULTANT has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
   3. What corrective action CONSULTANT has taken or will take to prevent future Data loss.

ii. If CONSULTANT fails to respond immediately and remedy the failure, the CITY may exercise its options for assessing damages or other remedies under this Agreement.

iii. CONSULTANT shall restore continuity of SAAS, PAAS and IAAS services, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SAAS, PAAS and IAAS services as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the CITY exercising its options for assessing damages or other remedies under this Agreement.

iv. CONSULTANT shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the CITY. The CITY and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. CONSULTANT shall cooperate fully with the CITY, its agents and law enforcement.

v. After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, CONSULTANT will at its expense have an independent, industry-recognized, mutually-approved third party perform an information security audit. The audit results shall be shared with the CITY within seven (7) days of CONSULTANT's receipt of such results. Upon CONSULTANT receiving the results of the audit, CONSULTANT will provide the CITY with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Agreement.

c. "Disaster" means an interruption in the cloud computing hosting and support services or the inability of CONSULTANT to provide CITY with such services for any reason that could not be remedied

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by relocating the cloud-based CITY's SAP ERP system to a different physical location outside the proximity of CONSULTANT's primary data center (but still within the United States as required by this Agreement).

d. **Disaster and Force Majeure.** A Force Majeure event, defined in Section 24 of the IT General Provisions (as defined in the Purchase Order), shall not excuse CONSULTANT of its disaster recovery obligations under this Agreement.

e. **Disaster Recovery Plan.** CONSULTANT shall maintain a current, written disaster recovery plan and business continuation strategy (collectively, a "Disaster Recovery Plan") for the City's SAP ERP system, to be implemented in the event of a disaster, a catastrophic failure, at the times and places deemed appropriate by CONSULTANT. CONSULTANT shall adhere to the recovery procedures provided in the Disaster Recovery Plan in event of a disaster (as defined below). CONSULTANT's Disaster Recovery Plan shall identify the Recovery Point Objective (RPO) and the Recovery Time Objective (RTO) if those are not already addressed in the SLA.

13. City Access, Control and Transition Services.

a. **City Access and Control.** Upon request by the CITY's Chief Information Officer, CONSULTANT shall promptly provide CITY with any and all logins, access codes, passwords, and any other entry credentials, rights, documentation and/or information necessary to allow CITY to access and control the CITY's ERP system hosted and supported by CONSULTANT under this Agreement (including without limitation full access to all AWS environments, including but not limited to tools, process and technologies). Under no circumstances shall CONSULTANT deny access to CITY, except in the case of a disaster or catastrophic failure beyond CONSULTANT's reasonable control, which CONSULTANT shall work to remedy as quickly as possible, as provided for in the Disaster Recovery Plan and in accordance with this Agreement, and except for agreed-upon maintenance downtime as provided in the SLA.

b. **Transition Services.** CONSULTANT shall provide to CITY and/or Successor Service Provider (defined below) assistance requested by CITY to affect the orderly transition of the cloud computing hosting and support services provided hereunder ("Cloud Services"), in whole or in part, to CITY or to Successor Service Provider ("Transition Services") as detailed herein. Such Transition Services shall be provided on a time-and-materials basis, consistent with the rates provided under this Agreement, executed in writing pursuant to the "Amendment" section of the Purchase Order, if the CITY opts to return to its own servers or CITY chooses a Successor Service Provider. Transition costs may include: (a) developing a plan for the orderly transition of the terminated/expired Cloud Services from CONSULTANT to Successor Service Provider; (b) if required, transferring the City Data to Successor Service Provider; (c) assisting the CITY in acquiring any necessary rights to legally and physically access and use any third-party technologies and Documentation then being used by CONSULTANT in connection with the Cloud Services; (d) making available to CITY, pursuant to mutually agreeable terms and conditions, any third-party services then being used by CONSULTANT in connection with the Cloud Services; and, (e) such other activities upon which the parties may agree. During the transition period, Cloud Services and City Data access shall continue to be made available to CITY by CONSULTANT without alteration, on a month-to-month basis, with the monthly Cloud Services fee being the immediately previous annual fee divided by 12. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section 13 shall survive the termination or expiration of this Agreement. "Successor Service Provider" means a new service provider, if any, selected by CITY in relation to the CITY's cloud-hosted ERP system

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that is the subject of this Agreement, in the event of termination or expiration of the Cloud Services under this Agreement.

14. Other Cloud Computing System Requirements.

a. CONSULTANT will provide Network Layer IP filtering to allow access to the CITY's cloud-hosted ERP system only from the CITY's IP address, except the SITE-TO-SITE virtual private network ("VPN") scenarios required by third party vendors.

b. CONSULTANT shall ensure that all Data transfer between the CITY and the CITY's cloud-hosted ERP system will be securely transferred / processed through SITE-TO-SITE VPN communication. CONSULTANT will use Amazon Web Services ("AWS") direct connection between CITY and AWS, a secure dedicated line that bypasses the public internet.

c. CONSULTANT will provide logical separation of the CITY's ERP system and Data using AWS virtual private cloud ("VPC") virtual network with security architecture and measures equivalent to (and not less protective than) those detailed in the AWS white paper entitled "OVERVIEW OF AWS SECURITY – COMPUTE SERVICES" dated June 2016, as may be subsequently amended by AWS. Such paper is hereby attached and incorporated into this Agreement by reference as though fully set forth herein as EXHIBIT 2.

d. In addition to logical separation, physical separation is available at an additional cost. If CITY wishes to add physical separation, the parties may amend the Agreement accordingly in a writing executed by the authorized representatives of the parties pursuant to Section 33 ("Contract Modification") of the IT General Provisions, and approved as required under the Palo Alto Municipal Code.

e. A minimum of three (3) CITY Authorized Users from the CITY's IT Operations Team / SAP Team shall have super-user administrative access to the CITY's ERP cloud-hosted environment (including the AWS environment) with multi-factor authentication ("MFA"). CITY's Chief Information Officer or designee shall designate all such CITY super-users to CONSULTANT in writing (for which email will suffice).

f. Authentication and authorization to access the CITY's ERP cloud-hosted environment (including the AWS environment) shall include single sign-on ("SSO") and MFA.

g. CONSULTANT shall ensure that the following password configuration and password guidelines are followed in relation to accessing the CITY's ERP system:

i. First time password must be unique to an individual and require the user to change it upon initial login.
ii. If the password is sent via plain text email to the City employee to mitigate security exposure.
iii. The City requires first time password to have a time-out capability of no more than 7 days.
iv. The e-mail notification must not be copied to anyone except the user.
v. The permanent/long term password must be changed frequently (at least TWICE a year).

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vi. E-mail notification must be sent to the user whenever the password has been updated.

vii. User should not be able to view data or conduct business unless an initial password has been updated with a different password.

viii. The Vendor shall inform the City's users that, when a new password is created, the user shall not use the City's LDAP (Lightweight Directory Access Control Protocal) password.

ix. The password must have 8 or more alphanumeric (/) characters and it must contain at least one character from each of the bullets noted below (i.e. Each line shall contribute at least one character):

- abcdefghijklmnopqrstuvwxyz
- ABCDEFGHIJKLMNOPQRSTUVWXYZ
- 0123456789
- !@#$%^&*()-+=`~,><⁄\"'?;:{[}]

h. CONSULTANT will provide a monthly access log from the AWS environment to the CITY's ERP Project Manager.

i. CONSULTANT will provide IP filtering for all the applications and database access relating to the CITY's ERP system, including without limitation by using AWS features such as security groups to enforce IP filtering. Applications and databases will each have dedicated subnets.

j. CONSULTANT shall ensure that there is no third party access or subcontracting without the prior approval of the CITY, and all third party subcontractors are required to complete the CITY's VISA form as a part of the CITY's approval process.

15. Optional Hosting of Production Environment of the City's ERP System in the City's On-Premise Environment. The City retains the option under this Agreement to elect for CONSULTANT to host the City's separately-licensed SAP ERP system in the production environment within the City's on-premise environment, instead of within the CONSULTANT-managed private-cloud-based AWS environment, on the basis of any strategic or technological considerations identified during or upon completion of the testing phase of the Project as detailed in this SOW. The parties understand and agree that in the event the City exercises its option for CONSULTANT to host the production environment of the ERP system in the City's on-premise environment, this election will incur no additional costs to the City, as CONSULTANT's professional services as detailed in this SOW will remain materially the same whether the production environment of the ERP takes place in the AWS environment or a City on-premise environment. The CONSULTANT will still provide support services to the ERP system as detailed herein in the event of the exercise of this option by the City. However, the parties understand and agree that the charges for the hosting of the production environment of the ERP system in AWS would no longer be applicable in the event the City opts for the on-premise environment, and therefore the costs to the City detailed in this SOW will be reduced by the amount of the applicable AWS hosting fees detailed in this SOW in the event of the exercise of this option by the City. In the event any additional professional services hours are deemed necessary due to the City's exercise of its option for on-premise hosting, the parties may agree to such additional professional services pursuant to a written amendment to this Agreement as detailed in this Agreement. If either party believes that a change to this SOW is necessary due to the City's exercise of its option for the ERP to be hosted on-premise rather than in AWS, such party may issue to the other party a written Change Request pursuant to the Project Change Control Process detailed in this SOW.

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EXHIBIT A-1
PROFESSIONAL SERVICES TASK ORDER

Consultant shall perform the work detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into this Task Order by this reference. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO. ISSUE DATE
OR PURCHASE ORDER REQUISITION NO. (*AS APPLICABLE*)

1A. MASTER AGREEMENT NUMBER (*MAY BE SAME AS CONTRACT / P.O. NO. ABOVE*):

1B. TASK ORDER NO.

2. CONSULTANT NAME:

3. PERIOD OF PERFORMANCE: START: COMPLETION:

4 TOTAL TASK ORDER PRICE: $_____

BALANCE REMAINING IN MASTER AGREEMENT/CONTRACT $_____

5. BUDGET CODE_____

COST CENTER_____

COST ELEMENT_____

WBS/CIP_____

PHASE_____

6. CITY PROJECT MANAGER'S NAME & DEPARTMENT:_____

7. DESCRIPTION OF SCOPE OF SERVICES (Attachment A)

MUST INCLUDE:

- WORK TO BE PERFORMED
- SCHEDULE OF PERFORMANCE
- COMPENSATION AMOUNT AND RATE SCHEDULE (*AS APPLICABLE*)
- DELIVERABLES
- REIMBURSABLE EXPENSES, if any (with "not to exceed" amount)

8. ATTACHMENTS: A: Task Order Scope of Services B: (if any)_____

I hereby authorize the performance of the work described in this Task Order.

APPROVED:
CITY OF PALO ALTO

BY:_____
Name _____
Title: Chief Information Officer
Date _____

I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Consultant.

APPROVED:
COMPANY NAME: _____

BY:_____
Name _____
Title_____
Date _____

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EXHIBIT B

NOTICE TO PROCEED

(DATE)

(Name, Title)
(CONSULTANT COMPANY NAME)
(Address)
(City, State, Zip)

SUBJECT: NOTICE TO PROCEED
(Name of the project)
Contract No. (XXXXXXXX)

Dear ( ):

This letter constitutes your Notice to Proceed in accordance with the terms of the above-referenced Agreement between your firm and the City of Palo Alto. Your firm is hereby authorized to commence work under the Agreement as of _____(date), as detailed in the Agreement. The City looks forward to working with you on this project.

Please acknowledge receipt of this Notice to Proceed by signing the lower portion of this sheet and returning it to the Project Manager. Please contact the Project Manager, _____, at 650-XXX-XXXX, with any questions.

Sincerely,

Ed Shikada
City Manager
City of Palo Alto

cc:	(XXXXXXXXXXX)	Project Manager
	Cecilia Magana	Contract Administrator
	Darren Numoto	Chief Information Officer

CONSULTANT (COMPANY NAME)

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

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APPENDIX A

Rate Sheet for

SAP Application Technical / Functional Support Services

Functional:	**All-Inclusive Rates**
Funds Management	$175
General Ledger	$175
AP/CM/TV Banking	$165
Asset Accounting and Project Systems	$165
Human Capital Management	$165
Procurement	$165
CIS Utility Billing	$165
CRM	$165
Technical:	
Technology Solution architect	$175
NW and HANA Administrator	$165
ABAP Developers	$135
BW developers	$150
BusinessObjects developers	$135
Fiori Developers	$135
Workflow developers	$150
Security developer	$150

* NOTE: Services will be provided fully remotely, and on site as-needed, as determined in City's reasonable discretion. This note is a substantive portion of this SOW.

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APPENDIX B

Application Server Sizing and Network Diagram

Application Server Sizing:

COPA - proposed Application (App) servers								
System	**SAP Version(current)**	**SAP version(target)**	**OS(target)**	**Dev**	**QA**	**Prod**	**Sandbox**	**Stage**
ECC	ERP 6.0 Ehp2	ERP6 EHP8/NW 7.5	Red Hat 7/Windows 2016	1 x m5.xlarge	1 x m5.2xlarge	1 x m5.2xlarge	1 x m5.xlarge	1 x m5.2xlarge
ESS/MSS	NW 7.00	NW 7.5	Red Hat 7/Windows 2016	1 x m5.large	1 x m5.large	1 x m5.xlarge		1 x m5.xlarge
NWDI	NW 7.5	NW 7.5	Red Hat 7/Windows 2016			1 x m5.large		
Gateway	NW 7.4	NW 7.5	Red Hat 7/Windows 2016	1 x m5.large	1 x m5.large	1 x m5.xlarge		1 x m5.xlarge
BW	NW 7.5	NW 7.5	Red Hat 7/Windows 2016	1 x m5.xlarge	1 x m5.xlarge	1 x m5.2xlarge		1 x m5.2xlarge
BI Java	NW 7.5	NW 7.5	Red Hat 7/Windows 2016	1 x m5.large	1 x m5.large	1 x m5.large		1 x m5.xlarge
CRM	CRM 2007	CRM 7 EHP2	Red Hat 7/Windows 2016	1 x m5.large	1 x m5.xlarge	1 x m5.2xlarge		1 x m5.xlarge
Solution Manager	Solman 7.2	Solman 7.2	Red Hat 7/Windows 2016			1 x m5.2xlarge		
Fiori	NA	NW 7.5	Red Hat 7/Windows 2016	1 x m5.large	1 x m5.large	1 x m5.xlarge		1 x m5.xlarge

COPA Proposed Database (DB) servers				
System	**Version**	**OS**	**EC2 instance**	**CPU/Memory description**
Production Hana DB	Hana 2.0 SP3	Red Hat 7	x1.32xlarge	128 cores/1952GB
Non-prod Hana DB 1	Hana 2.0 SP3	Red Hat 7	x1e.32xlarge	128 cores/3904GB
Non-prod Hana DB 2	Hana 2.0 SP3	Red Hat 7	x1.16xlarge	64 cores/976 GB

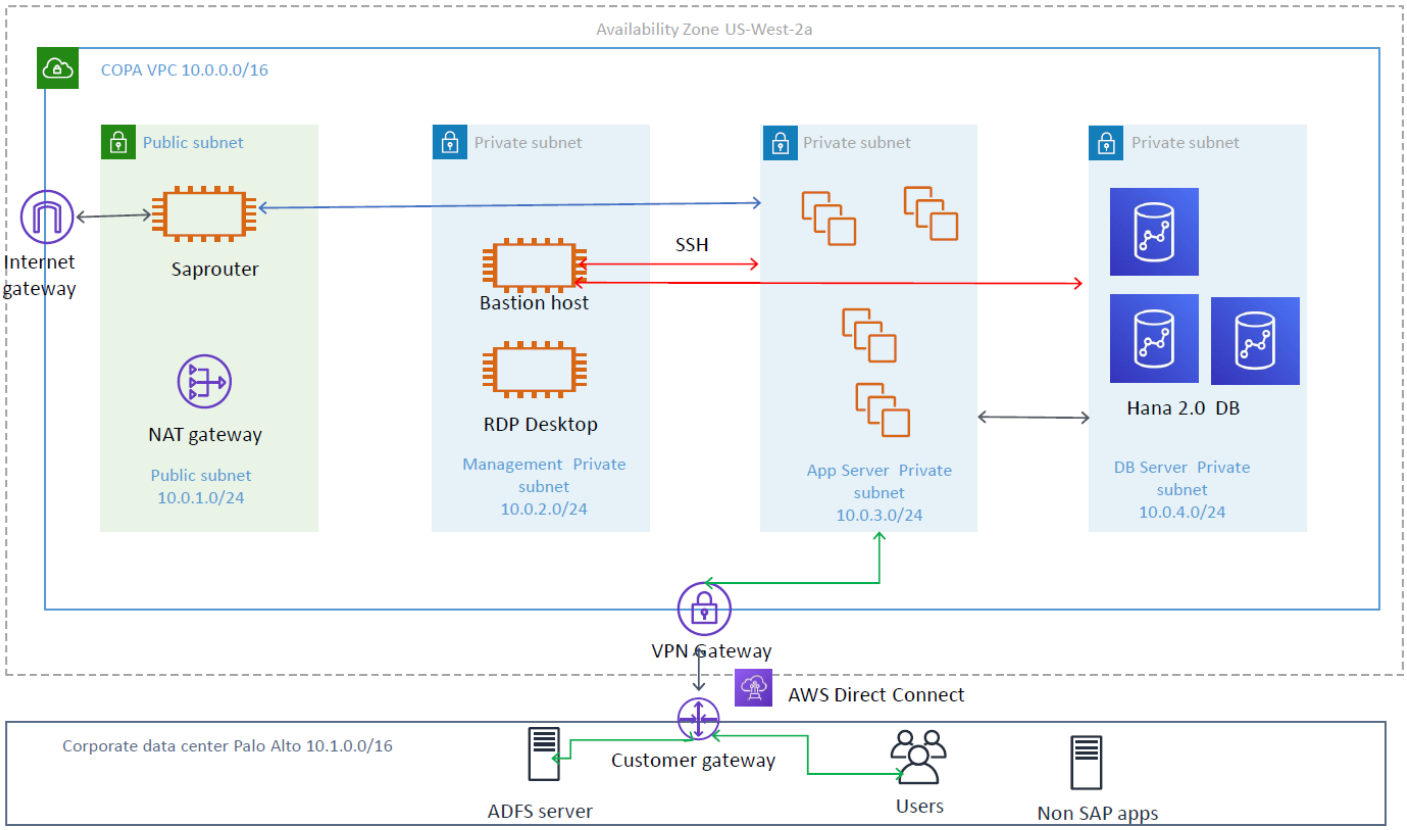
NOTE: “COPA,” as used in this graphic, means the CITY.

(*Appendix B is continued on the next page*.)

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APPENDIX B
(CONTINUED)

Network Diagram:



NOTE: “COPA,” as used in this graphic, means the CITY.

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APPENDIX C

List of SAP Interfaces

Data Flow Item #	Data Flow Description	Source Application	Target Application
1	Import cash receipts from Accela to ERP cash receipts (in summary)	Accela	Cash Receipts
2	Import GL entries from Accela to General Ledger	Accela	General Ledger
3	Import of project identifiers from Accela to the project's module.	Accela	Projects
4	Vendor Payment ACH file export / import with Us Bank	Accounts Payable	US Bank
5	Ability to send the delinquent files to third party collection agency	Accounts Receivable	Collections Bureau of America
6	Daily Cash Receipts from ActiveNet to ERP Cash Receipts (in summary)	ActiveNet	Cash Receipts
7	Import GL entries from ActiveNet to General Ledge	ActiveNet	General Ledger
8	Integration with document management solution	ARC document solution	ERP Various
9	Import/export employee demographic and benefit election information to/from the benefit providers and to/from human resource module.	Benefit Providers/ERP HR	HR/Benefit Providers
10	Integration with document management solution	BMI	ERP Various
11	Budget publication purposes	Budget	PatternStream
12	Import bank statement electronic file	US Bank & Wells Fargo	Bank Reconciliation
13	Import cash receipts from CORE to ERP cash receipts (in summary)	CORE (iPay)	Cash Receipts
14	Import GL entries from CORE to General Ledger	CORE (iPay)	General Ledger
15	E-signature	Docusign/Purchasing	Purchasing/ Docusign
16	Export a billing file to send to a 3rd party for the printing and mailing of the invoices and statements	ERP Accounts Receivable	Pitney Bowes
17	Budget reporting and Capital projects	ERP Budget	Comp.Pub
18	LIHEAP payment information from state of CA	FileZilla	ERP Grants or AR
19	Workers Comp extracts	HR	Risk Management
20	Dental Provider eligibility file	HR/Benefits	Dental Provider

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Data Flow Item #	Data Flow Description	Source Application	Target Application
21	Benefit eligibility file and Flexible Spending deductions	HR/Benefits	Benefit Provider
22	CalPERS enrollment and payroll contribution files	HR/Payroll	CalPERS
23	Employee PERS retirement contribution amounts	HR/Payroll	ACES
24	PARS payroll contribution files	HR/Payroll	PARS
25	ICMA enrollment contribution files and loan deduction set up files upload batch (current) by plan	HR/Payroll	ICMA
26	Employee contributions to 457	HR/Payroll	MassMutual, ICMA-RC
27	Police Scheduling	InTime	Payroll
28	Integration with the City's new CIS solution to reflect the usage of inventory items on Utility Billing service orders	Inventory	CIS Solution
29	Retrieval of Utilities acct data (i.e. payments and balance), and processing payments on accounts, with transfer to Call Center during business hours	IVR - Vocantas	Accts Payable, ACD system
30	Import a file from JP Morgan Chase Procurement Card software to ERP Accounts Payable	JP Morgan Chase Smart Data	Accounts Payable
31	All costs such as time and material	Maintenance Connection	New ERP
32	AD Authentication	Microsoft Azure AD	All
33	Load new (on boarded) employees from NeoGov's onboarding module to Human Resources	NeoGov	Human Resources
34	Ability to update the General Ledger with billing, adjustments and receipting journal entries made in CIS	New CIS	New ERP GL
35	Ability to "drill down" from G/L to detail utility billing transaction data	New ERP GL	New CIS
36	Ability to interface with Account Payable for automatically refunding customers when they have a credit balance that meets the user defined criteria	New CIS	New ERP AP
37	Ability to update the customer account with the check # from the Accounts Payable refund	New ERP AP	New CIS
38	System provides an integrated utility service order function that integrates to the Accounts Receivable system for charge/billing purposes	New CIS	New ERP AR
39	System provides an interface from the ERP Purchasing module to the CIS when CIS devices are purchased and placed into CIS inventory	New ERP Purchasing	New CIS

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Data Flow Item #	Data Flow Description	Source Application	Target Application
40	Ability to have two way interface when a service order (CIS) is handed off to a work order (Work Order would automatically be created in the ERP) and the status be updated in CIS	New CIS/New ERP Work Order	New CIS/New ERP Work Order
41	PayPal interface for credit card payments	PayPal/ERP AR	ERP AR/PayPal
42	Yearly 1099 & W2 submission	Payroll	US Treasury
43	Quarterly tax reporting	Payroll	State of California
44	Quarterly tax reporting	Payroll	IRS
45	California Compensation report - annual	Payroll	State of California
46	Tax files upload to state using EZTax	Payroll	State of California
47	Export of Payroll Direct Deposit data	Payroll	US Bank
48	Send Positive Pay files to bank	Payroll	US Bank
49	Payroll rates to determine activity based budgeting	Payroll	Dassien
50	Vendor information (including commodity code data) and solicitation data relating to contracts	Planet Bids	Purchasing
51	Position data load from Questica	Questica	ERP Payroll/HR
52	Budget data load from Questica for budget prep and performance measure tracking	Questica	ERP GL
53	Business intelligence tool provided by SAP	SAP Business Intelligence	All
54	Ticket sales entered into cash reciepts and general ledger	Seat Advisor (POS system for Children's Theatre tickets)	Cash Receipts & General Ledger
55	Fire-Police Scheduling	Telestaff	Payroll
56	SAP Core Financials	Utilities Solution (My Utilities Account MUA currently)	General Ledger, Accounts Receivable
57	Incoming utility payments via Wells Fargo online, cleared checks, upload checks, lockbox	Wells Fargo	Accounts Receivable
58	Ability to synchronize address information with the City's existing GIS architecture	GIS	CIS
59	Ability to integrate daily meter data with GIS to show customer name, meter IDs, etc.	CIS	AME
60	Integration throughout Utility Billing applications with document management system	CIS/Document Mgmt.	Document Mgmt./CIS
61	Upload/download of meter read information and any notes/comments	ITRON (MVRS & soon to be upgraded to FCS) meter systems	CIS

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Data Flow Item #	Data Flow Description	Source Application	Target Application
62	Ability to interface to MDMS system to collect monthly register reads (future)	MDMS	CIS
63	Ability to integrate with the Cash Receipting module (CORE) in real time by pulling CIS billing information into the CORE system and updating the CIS system with the payment information	CORE/CIS	CIS/CORE
64	Customer Payment ACH file export / import with US Bank (for direct customer ACH payments)	CIS/US Bank	US Bank/CIS
65	Ability to import payment information from a lockbox file into the CIS system	Wells Fargo lockbox	CIS
66	Ability to import payment information from CheckFree	CheckFree	CIS
67	Ability to import payment information	PayPal	CIS
68	Ability to import LIHEAP payments from the state	FileZilla	CIS
69	Ability to interface with payment merchant services	Elavon or US Bank	CIS
70	Import of electronic payment files from IVR Software	Vocantas	CIS
71	Integrate with an integrated voice response (IVR) system to allow customers 24 hours access to make payments and retrieve account & bill information via phone.	CIS/Vocantas	Vocantas/CIS
72	An interface from the CIS system to the Outage Management Systems (NISC) to alert citizens when an outages occur. The interface should update all active electric customers to include the customer address, phone number and meter serial number.	CIS	Outage Management System - National Information Solutions Cooperative (NISC)
73	GreenWaste is the City's refuse service provider and the City does the billing so they would need the following information: Move-in/move-out information (customer address, customer account number, customer rate, start and end of the billing period, etc), customer service changes that affect billing for monthly services and incidental services (service type, service quantity, service frequency, start and end of service), customer notes, container(s)' serial number, RAMS or Tower account number, etc.	Greenwaste's software RAMS or Tower / CIS	CIS / Greenwaste's software RAMS or Tower
74	Ability to interface with the postal service for address validation	CIS	USPS
75	Ability to send the delinquent files to third party collection agency	CIS	Collection Bureau of America

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Data Flow Item #	Data Flow Description	Source Application	Target Application
76	Ability to generate a weekly export from CIS that provides a list of all active residential or commercial water customers and includes the customer address, customer account number, customer rate, meter serial number, start and end of the billing period, monthly water consumption and charges. This export will utilize an existing ftp interface to upload the data to a third party hosted solution (WaterSmart).	CIS	WaterSmart
77	Ability to import monthly natural gas heating values from PG&E, confirm that value, and then populate the CIS natural gas rate table with that value for monthly customer billing.	Pacific Gas & Electric (PG&E)	CIS
78	Ability to interface with meter test bench in real time to capture test results and history of all test results to interface with CIS Service Orders	Gas: SNAP, Model5 Water: MARS, Electric: WECO	CIS
79	Ability to regularly schedule export of customer data files, including customer name, address, consumption & billing histories to Third Party vendors for use in various account management programs, including Energy Efficiency and Water Conservation. In the past this has been run through an APD process that delivers the file to an SFTP site on the Vendor's side.	CIS	Nexant, CleaResult, Stanford University, Duke University
80	Gas Meter Leaks - show gas meter leaks within vicinity and create service order with GIS info and update GIS with results.	GIS	CIS
81	Integrate with DocuSign for inspection requirements on red tags, CS114 (red tag on appliance) gas meter green tag (riser location acceptable)	Docusign	CIS/Accela
82	Create service orders from PD dispatch system for utility related dispatch calls	NetViewer	CIS
83	Ability to update the General Ledger with billing, adjustments and receipting journal entries made in CIS	CIS	ERP GL
84	Ability to "drill down" from G/L to detail utility billing transaction data	ERP GL	CIS
85	Ability to interface with Account Payable for automatically refunding customers when they have a credit balance that meets the user defined criteria	CIS	ERP AP

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Data Flow Item #	Data Flow Description	Source Application	Target Application
86	Ability to update the customer account with the check # from the Accounts Payable refund	AP ERP	CIS
87	System provides an integrated utility service order function that integrates to the Accounts Receivable system for charge/billing purposes	CIS	ERP AR
88	System provides an interface from the ERP Purchasing module to the CIS when CIS devices are purchased and placed into CIS inventory	ERP Purchasing	CIS
89	Ability to have two way interface when a service order (CIS) is handed off to a work order (Work Order would automatically be created in the ERP) and the status be updated in CIS	CIS / ERP WO	ERP WO / CIS
90	Ability to interface with OCR or bar code reading devices, including hand held scanners.	CIS	OCR
91	Export a billing file to send to a 3rd party for the printing and mailing of the invoices and statements	CIS	TBD
92	Ability to pull customer/account information up based on the phone number from the phone system	Phone System	CIS
93	System interfaces with the Municipality's web site and/or a third-party customer portal to provide online functionality where customers (owners & tenants) can access information related to their account.	CIS / Portal and/or Website	Portal and/or Website /CIS
94	Ability for field service personnel to access accounts for daily service via a web-based tablet or smart phone.	CIS	tablet and/or smartphone integration
95	Ability to export CIS electrical information into Autodesk Utility Design (AUD) estimating software	CIS	AUD
96	Ability to validate that a permit was pulled and/or an inspection had been completed in Accela for some of the CIS events/activities system including for "Red Tags" (unsafe conditions)	Accela	CIS
97	Integration with invoice repository from the CSR dashboard	CIS,/invoice vault	invoice vault/CIS
98	Integration with the invoice repository from the online self-Customer Service portal (i.e. My Utilities Account)	CS Portal/invoice vault	invoice vault/CS Portal

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Data Flow Item #	Data Flow Description	Source Application	Target Application
99	Integration between the current customer self-service portal and CIS to exchange information such as billing history, payment, usage, rate, and account profile	Online self-Customer Service Portal (My Utilities Account) / CIS	CIS/Online self-Customer Service portal (My Utilities Account)
100	SAP BI	ECC	SAP BI
101	Daily Actual and Encumbrance budget data load	ERP	Questica

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APPENDIX D
Service Level Agreement

This Service Level Agreement ("SLA") for CONSULTANT's provision to City of the Cloud Computing Hosting and Support Services (hereinafter may also be referred to as the "Cloud Service(s)") under the Statement of Work ("SOW"), sets forth the applicable reaction and resolution timeframes, priority levels and other service details ("Service Levels") that CONSULTANT will provide for the Cloud Services and Server Provisioning for which City has contracted with CONSULTANT.

1. DEFINITIONS

Capitalized terms used in this document but not defined herein are defined in the Agreement.

"Agreed Downtime" means any Downtime requested by CONSULTANT or City and mutually agreed by the parties.

"Business Day" means any days from Monday to Friday with the exception of the public holidays observed at City's location.

"Downtime" means the Total Minutes in the Month during which the Cloud Service (or Servers for Server Provisioning) does not respond to a request from CONSULTANT's Point of Demarcation for the data center providing the Cloud Service (or Server for Server Provisioning), excluding Excluded Downtime (defined below).

"**Emergency Downtime**" means Downtime during critical patch deployment and critical operating system upgrades as described in the SOW.

"**Excluded Downtime**" has the meaning set forth in TABLE 2, below.

"Incident" means unplanned interruptions or material reduction in service quality reported by Authorized Users.

"**Incident Reaction Time**" means the amount of time (e.g. in hours or minutes) between the time that the CONSULTANT is notified of the City-reported Incident and the first action taken by an CONSULTANT support person, familiar with the City's environment, to repair the Incident.

"**Local Time**" means the time zone in City's Primary Access Location.

"**Month**" means a calendar month.

"**Monthly Service Fees**" means the monthly (or 1/12th of the annual fee) Services fee, as provided in the Agreement, paid for the Cloud Services which did not meet the System Availability SLA.

"**Scheduled Downtime**" means the four (4) hours a week during which the Cloud Service is not available, as agreed to by City and CONSULTANT.

"**Service Credit**" means a credit calculated as described in Section 2 ("System Availability") and subd. (a) of Section 6 ("Service Level Failures") of this Service Level Agreement.

"**System**" means one or more interrelated and interdependent components such as databases, servers, networks, loadbalancers, webdispatchers, etc. which when taken as a whole are used to

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operate an individual tier. Each combination of components used within each tier is equivalent to one System. System Availability is measured at the tier level. For Server Provisioning, System as used herein means Server.

"**Server Provisioning**" Setting up a server for use in the network. It may refer to installing the operating system and other system software, as well as making adjustments in the software control panels, or it may refer to assigning an already-configured server to a particular customer.

"**Total Minutes in the Month**" are measured 24 hours at 7 days a week during a Month.

"**UTC**" means Coordinated Universal Time standard.

2. SYSTEM AVAILABILITY

The System Availability Service Level for CONSULTANT Cloud Services ("**SA SLA**") sets forth the System Availability applicable to the Cloud Computing Environment (and Server for Server Provisioning).

The SA SLA applies to software licensed by City from a third party (the "Licensed Software ") which is hosted and supported by CONSULTANT as detailed in the SOW.

"System Availability" for each System is calculated as follows:

System Availability Percentage =

[Total Minutes in the Month – Downtime / Total Minutes of the Month] *100

TABLE 1: System Availability and Service Credits

CONSULTANT's system availability obligations service credits for failure to meet the availability standard are detailed in the table below.

Service Level	Service Credit*
PRD: 99.5% System Availability NON-PRD: 95.0% System Availability	Cloud Production: 2% of Monthly Service Fees for Cloud Services for each 0.1% below the SA SLA
Server Provisioning: 99.5% System Availability	Server Provisioning: $1,500 per Month in aggregate for any and all instances below the SA SLA

*Subject to the monthly maximum Service Credit amounts set forth in Section 6 ("Service Level Failures") below.

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TABLE 2: Excluded Downtime and Scheduled Downtime

Downtime excluded from the calculation of the system availability standard (including for purposes of service credits) include "Excluded Downtime" and "Scheduled Downtime" as detailed in the table below.

Excluded Downtime	Total Minutes in the Month attributable to: (i) Scheduled Downtime, as set forth below (ii) Agreed Downtime (iii) Emergency Downtime (iv) Downtime caused by factors beyond CONSULTANT's reasonable control such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised (see notation and examples below this table)** (v) Downtime of a NON-PRD system caused by using the NON-PRD for failover/to repair to a PRD system
Scheduled Downtime	Scheduled Downtime is authorized at the mutually agreed time listed in the SOW, not to exceed four (4) hours per week per system, excluding functional updates.

**Subject to Section 24 ("Force Majeure") of the CMAS IT General Provisions of the Agreement, the following examples include but are not limited to what is beyond CONSULTANT's reasonable control such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised:

a) City's failure to meet City's responsibilities (including ordering maintenance for the Licensed Software, using a version or release of the Licensed Software and/or Subscription Software on current maintenance) as set forth in the Agreement
b) Downtime caused by City
c) Interruptions as a result of requirements stipulated by a third-party manufacturer of the Licensed Software
d) Interruptions or shutdowns of the Cloud Computing Environment, or portions thereof (or Servers for Server Provisioning) resulting from the quality of the Licensed Software provided by the City and/or City's customizations or modifications of the Licensed Software, Subscription Software or Cloud Computing Environment (or Servers for Server Provisioning), unless this is the responsibility of CONSULTANT under this SOW.
e) Restore times of user data (recovery of database data from a media backup) where CONSULTANT was not the root cause for the required restoration.

3. BACKUP AND CLOUD INCIDENT REACTION TIME (not applicable to Server Provisioning)

CONSULTANT shall provide backup and cloud Incident reaction times as provided in the table below.

"PRD" means production environment
"NON-PRD" means non-production environment

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Description	Computer Environment segment to which Service Level applies	Service Levels
Backup Frequency and retention period for Databases	PRD	Daily full backup and transaction log file backup per CONSULTANT product standard. 30 days retention time. Backup of the PRD will be replicated to an alternate U.S.-based data center or U.S.-based location.
	NON-PRD	Weekly full backup and log file backup per CONSULTANT product standard. 30 days retention time. Backup of the NON-PRD will be replicated to an alternate U.S.-based data center or U.S.-based location.
Long Term Backup*	PRD	Monthly full back up – 7 years retention time Backup of PRD will be replicated to an alternate U.S.-based data center or U.S.-based location.
Backup Frequency and retention period for File systems	PRD	Monthly full backup and daily incremental. Two months retention time. Backup of the PRD will be replicated to an alternate U.S.-based data center or U.S.-based location.
	NON-PRD	Monthly full backup and daily incremental. Two months retention time. Backup of the NON-PRD will be replicated to an alternate U.S.-based data center or U.S.-based location.
Incident Reaction and Resolution Time for Incident Management	Incident Priority Very High	20 minutes (7x24) and problem determination action plan and resolution within 2hrs for PRD.
	Incident Priority High	2 hours (7x24) for PRD 4 hours [Local Time on Business Days] for NON-PRD
	Incident Priority Medium	8 hours [Local Time on Business Days] for PRD and NON-PRD
	Incident Priority Low	1 Business Day for PRD and NON-PRD

* NOTE: The retention periods for Long Term Backup will end at the earlier of the retention time set forth herein or the end of City's Cloud subscription term, except as otherwise required under the CONSULTANT's backup obligations under the SOW. This note is a substantive portion of this SLA.

4. INCIDENT PRIORITIES

The following priority levels apply to all Incidents (such priority to be assigned by City, and which may be re-assigned by CONSULTANT based on the criteria below and acting reasonably):

(a) Very High: An Incident should be categorized with the priority "Very High" if the incident reported has very serious consequences for normal business processes or IT processes related to core business processes, and urgent work cannot be performed. This is generally caused by the following circumstances:

- A PRD system is completely down.

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- The imminent go-live or upgrade is jeopardized.
- The core business processes of City are seriously affected.
- A workaround is not available.

The Incident requires immediate processing because the malfunction may cause serious losses.

(b) **High**: An Incident should be categorized with the priority "High" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the Cloud Computing Environment that are required immediately. The Incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.

(c) **Medium:** An Incident should be categorized with the priority "Medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the Cloud Computing Environment. A message should be categorized with the priority "Medium" if normal business transactions are affected.

(d) **Low:** An Incident should be categorized with the priority "Low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the Cloud Computing Environment that are not required daily or are rarely used.

5. SERVICE LEVEL REPORTING

CONSULTANT shall track and report to City the Service Levels set forth herein in a monthly summary report.

(a) City must notify CONSULTANT of any claims for any Service Credits within one (1) month after receipt of the monthly System Availability report by filing a support ticket with CONSULTANT.

(b) In the event that one or more of the Services Levels set forth herein are not met, City may notify the CONSULTANT Account Manager and request to analyze Service Levels metric statistics based on the monthly summary report provided by CONSULTANT.

(c) CONSULTANT will then promptly (i) determine the root cause or possible root cause of the failure (if known) to meet the Service Level, and (ii) unless failure is excused, develop a corrective action plan, and submit such plan to City for written approval (which will not be unreasonably withheld or delayed) and, following City's written approval implement the plan in a reasonable period of time (and in accordance with any agreed timescales).

(d) If applicable, CONSULTANT will provide the specific Service Credit as described in Section 6 ("Service Level Failures") below.

(e) CONSULTANT will be relieved of its obligation to pay applicable Service Credits and will not be in breach of the Service Level where the root cause analysis (as reasonably performed by CONSULTANT) indicates the failure to meet the relevant Service Level was caused by the City and shall therefore be treated as Excluded Downtime. In the event that City disagrees with the root cause analysis; the parties will discuss the root cause analysis in accordance with the escalation

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procedure described in Section 44 ("Disputes") of the CMAS IT General Provisions of the Agreement.

6. SERVICE LEVEL FAILURES

(a) Service Credits. Subject to Section 2 ("System Availability") above, if and to the extent CONSULTANT fails to meet the System Availability Service Level set forth in Section 2, City is entitled to a Service Credit which is calculated as the sum of the Service Credits for NON-PRD, PRD and Server Provisioning, for CONSULTANT's failure to meet the respective System Availability Service Level. Under no circumstances will the total maximum Service Credits: (i) for any one month, exceed an aggregate of 20% of the Cloud Hosting Fee for that month across all the Systems at 99.5% SA SLA, and an aggregate of 100% of the Cloud Hosting Fee for that month across all SA SLAs; and, (ii) for any given contract year, exceed in the aggregate an amount equal to one-third of the annual Cloud Hosting Fee charged for the contract year (or one third of the total Cloud Hosting Fee charged if the term as defined in the SOW is less than one (1) year). City acknowledges that the Service Credits are the sole and exclusive remedy for CONSULTANT's failure to meet the specified Service Level, except as otherwise provided for in the Agreement.

(b) Application of Service Credit. When City's entitlement of the Service Credit is confirmed by CONSULTANT in writing (email permitted), CONSULTANT will apply such credit to a future invoice relating to the Cloud Service or provide a refund if no future invoice is due under the Agreement.

(c) Termination. In the event of CONSULTANT fails to meet the SLA for PRD Cloud Computing Environment as specified in Section 2 ("System Availability") above for three (3) consecutive months, City may terminate the Agreement in accordance with Section 23 ("Termination for Default") of the CMAS IT General Provisions of the Agreement.

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APPENDIX E

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (this "BAA") supplements and is made a part of that agreement entered into by and between the **CITY OF PALO ALTO** ("CITY"), and **LABYRINTH SOLUTIONS, INC.** ("CONSULTANT") with regard to the CITY's enterprise resources planning system (the "Agreement"). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control, except as provided in Section 3 below.

RECITALS

The following recitals are substantive provisions of this BAA and are incorporated herein by reference:

WHEREAS in order to perform its obligations under the Agreement, CONSULTANT may have access to CITY electronic protected health information (as defined by 45 C.F.R. § 160.103) ("PHI") that is subject to the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 and all implementing regulations of the U.S. Department of Health & Human Services (collectively "HIPAA");

WHEREAS CONSULTANT recognizes that CITY may have obligations under HIPAA to require service providers that create, receive, maintain or transmit PHI to agree to certain contractual terms and conditions in a Business Associate Agreement designed to maintain the privacy and security of such PHI;

THEREFORE, the parties agree to the following:

1. This BAA applies to CITY PHI that CONSULTANT has access to in the performance of the Agreement.

2. When CITY provides CONSULTANT with PHI under this BAA, CONSULTANT will protect the privacy and security of such PHI in accordance with the terms specified in Section 3.

3. CONSULTANT will take the following measures designed to protect the privacy and security of CITY PHI, unless otherwise required by law and except to the extent measures more protective of CITY PHI and CITY systems are required under the Agreement, in which case, CONSULTANT shall implement the more protective measures:

A. Not use or further disclose such PHI other than as permitted or required for the purpose of performing CONSULTANT's obligations to or on behalf of the CITY under the Agreement and this BAA.

B. Use appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of such PHI and comply, where applicable to CONSULTANT in its performance of the technical support services, with 45 C.F.R. § 164 Subpart C, to prevent the use or disclosure of such PHI other than as provided under this BAA; additional information concerning such measures may be specified in this BAA.

C. Report to CITY any use or disclosure of such PHI/ePHI in violation of the terms of this BAA of which CONSULTANT becomes aware, including Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 (as those terms are defined by 45 C.F.R. § 164.402) and Security Incidents (as defined by 45 CFR 164.304). Such report shall include the identification of each individual, to the extent known by CONSULTANT, whose unsecured protected health information has been, or is reasonably believed by CONSULTANT to have been, accessed, acquired or disclosed during such breach. To the extent known, CONSULTANT shall also provide CITY with: a brief description of what happened, including the date of the breach and the date of the discovery of the breach; a description of the types of unsecured PHI that were involved in the breach; and a brief description of what CONSULTANT is doing to investigate the breach, remediate its cause, and protect against any further breaches of the same or similar nature.

D. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), ensure that any subcontractors that access, receive, maintain, or transmit such PHI on CONSULTANT's behalf in its provision of technical support services under this BAA agree in all material respects to the same restrictions and conditions that apply to CONSULTANT with respect to such PHI under this BAA.

E. Make available to CITY any requests received by CONSULTANT from individuals to inspect or obtain a copy of their PHI in accordance with 45 C.F.R. § 164.524.

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F. Make available to CITY any requests received by CONSULTANT from individuals to have their PHI amended in accordance with 45 C.F.R. § 164.526.

G. Make available to CITY any requests received by CONSULTANT from individuals for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

H. Make its internal practices, books and records relating to the use and disclosure of such PHI available to the Secretary of the United States Department of Health and Human Services or his or her designee for purposes of determining CITY compliance with 45 C.F.R. § 164 Subpart E .

I. At the end of the term of the Agreement or upon termination thereof in accordance with its terms, if feasible and at CITY request, CONSULTANT shall return or destroy any such PHI then in its possession in any form, and retain no copies of such PHI. If such return or destruction is not feasible, CONSULTANT will extend the protections specified in the order under which the technical support services were acquired to such PHI and limit further uses and disclosures to those purposes that make its return or destruction of such PHI infeasible.

4. ADDITIONAL TERMS

   A. CITY may terminate this BAA if CONSULTANT is in material breach of the obligations stated herein and fails to correct the breach within 30 days of written specification of the breach.

   B. If CONSULTANT knows of a pattern of activity or practice of a subcontractor that constitutes a material breach of the subcontractor's obligation of the contract executed with CONSULTANT in accordance with Section 3.D above, CONSULTANT will promptly require the subcontractor to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the contract, if feasible.

   C. The terms and conditions of this BAA shall survive termination of the Agreement.

   D. When using or disclosing such PHI or when requesting such PHI from CITY, the parties shall make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purposes of the use, disclosure or request.

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EXHIBIT 2
Overview of AWS Security – Compute Services

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Overview of AWS Security - Compute Services

June 2016

(Please consult **http://aws.amazon.com/security/** for the latest version of this paper)



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AWS Service-Specific Security

Not only is security built into every layer of the AWS infrastructure, but also into each of the services available on that infrastructure. AWS services are architected to work efficiently and securely with all AWS networks and platforms. Each service provides extensive security features to enable you to protect sensitive data and applications.

Compute Services

Amazon Web Services provides a variety of cloud-based computing services that include a wide selection of compute instances that can scale up and down automatically to meet the needs of your application or enterprise.

Amazon Elastic Compute Cloud (Amazon EC2) Security

Amazon Elastic Compute Cloud (EC2) is a key component in Amazon's Infrastructure as a Service (IaaS), providing resizable computing capacity using server instances in AWS' data centers. Amazon EC2 is designed to make web-scale computing easier by enabling you to obtain and configure capacity with minimal friction. You create and launch instances, which are collections of platform hardware and software.

Multiple Levels of Security

Security within Amazon EC2 is provided on multiple levels: the operating system (OS) of the host platform, the virtual instance OS or guest OS, a firewall, and signed API calls. Each of these items builds on the capabilities of the others. The goal is to prevent data contained within Amazon EC2 from being intercepted by unauthorized systems or users and to provide Amazon EC2 instances themselves that are as secure as possible without sacrificing the flexibility in configuration that customers demand.

The Hypervisor

Amazon EC2 currently utilizes a highly customized version of the Xen hypervisor, taking advantage of paravirtualization (in the case of Linux guests). Because paravirtualized guests rely on the hypervisor to provide support for operations that normally require privileged access, the guest OS has no elevated access to the CPU. The CPU provides four separate privilege modes: 0-3, called rings. Ring 0 is the most privileged and 3 the least. The host OS executes in Ring 0. However, rather than executing in Ring 0 as most operating systems do, the guest OS runs in a lesser-privileged Ring 1 and applications in the least privileged Ring 3. This explicit

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virtualization of the physical resources leads to a clear separation between guest and hypervisor, resulting in additional security separation between the two.

Instance Isolation

Different instances running on the same physical machine are isolated from each other via the Xen hypervisor. AWS is active in the Xen community, which provides awareness of the latest developments. In addition, the AWS firewall resides within the hypervisor layer, between the physical network interface and the instance's virtual interface. All packets must pass through this layer, thus an instance's neighbors have no more access to that instance than any other host on the Internet and can be treated as if they are on separate physical hosts. The physical RAM is separated using similar mechanisms.

Customer instances have no access to raw disk devices, but instead are presented with virtualized disks. In addition, memory allocated to guests is scrubbed (set to zero) by the hypervisor when it is unallocated to a guest. The memory is not returned to the pool of free memory available for new allocations until the memory scrubbing is complete.

AWS recommends customers further protect their data using appropriate means. One common solution is to run an encrypted file system on top of the virtualized disk device:

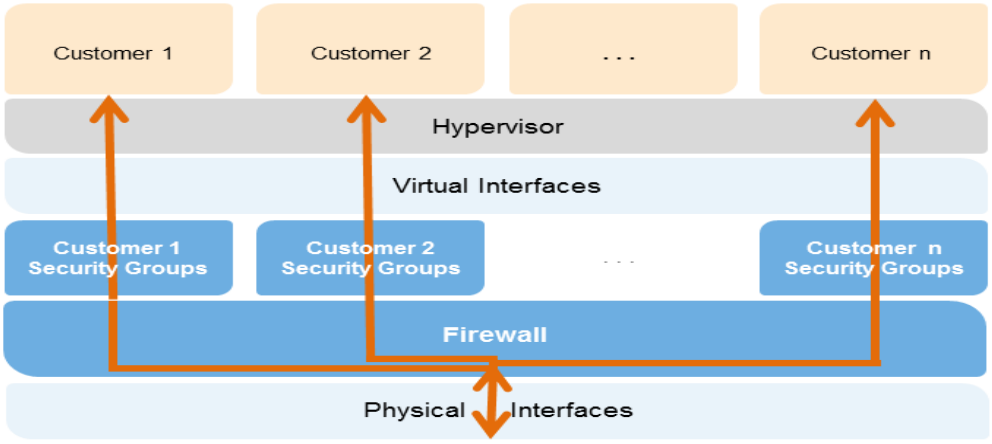


Figure 3: Amazon EC2 Multiple Layers of Security

Host Operating System: Administrators with a business need to access the management plane are required to use multi- factor authentication to gain access to purpose-built administration hosts. These administrative hosts are systems that are specifically designed, built, configured, and hardened to protect the management plane of the cloud. All such access is logged and audited. When an employee no longer has a business need to access the management plane, the privileges and access to these hosts and relevant systems can be revoked.

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Guest Operating System: Virtual instances are completely controlled by you, the customer. You have full root access or administrative control over accounts, services, and applications. AWS does not have any access rights to your instances or the guest OS. AWS recommends a base set of security best practices to include disabling password-only access to your guests, and utilizing some form of multi-factor authentication to gain access to your instances (or at a minimum certificate-based SSH Version 2 access). Additionally, you should employ a privilege escalation mechanism with logging on a per-user basis. For example, if the guest OS is Linux, after hardening your instance you should utilize certificate- based SSHv2 to access the virtual instance, disable remote root login, use command-line logging, and use 'sudo' for privilege escalation. You should generate your own key pairs in order to guarantee that they are unique, and not shared with other customers or with AWS.

AWS also supports the use of the Secure Shell (SSH) network protocol to enable you to log in securely to your UNIX/Linux EC2 instances. Authentication for SSH used with AWS is via a public/private key pair to reduce the risk of unauthorized access to your instance. You can also connect remotely to your Windows instances using Remote Desktop Protocol (RDP) by utilizing an RDP certificate generated for your instance.

You also control the updating and patching of your guest OS, including security updates. AWS-provided Windows and Linux-based AMIs are updated regularly with the latest patches, so if you do not need to preserve data or customizations on your running Amazon AMI instances, you can simply relaunch new instances with the latest updated AMI. In addition, updates are provided for the Amazon Linux AMI via the Amazon Linux yum repositories.

Firewall: Amazon EC2 provides a complete firewall solution; this mandatory inbound firewall is configured in a default deny-all mode and Amazon EC2 customers must explicitly open the ports needed to allow inbound traffic. The traffic may be restricted by protocol, by service port, as well as by source IP address (individual IP or Classless Inter-Domain Routing (CIDR) block).

The firewall can be configured in groups permitting different classes of instances to have different rules. Consider, for example, the case of a traditional three-tiered web application. The group for the web servers would have port 80 (HTTP) and/or port 443 (HTTPS) open to the Internet. The group for the application servers would have port 8000 (application specific) accessible only to the web server group. The group for the database servers would have port 3306 (MySQL) open only to the application server group. All three groups would permit administrative access on port 22 (SSH), but only from the customer's corporate network. Highly secure applications can be deployed using this expressive mechanism. See diagram below:

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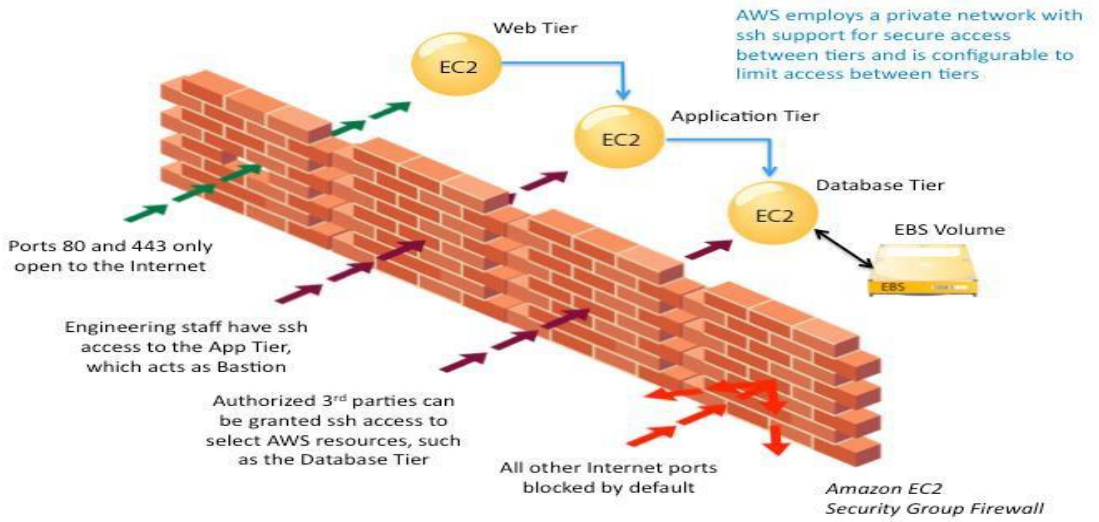


Figure 4: Amazon EC2 Security Group Firewall

The firewall isn't controlled through the guest OS; rather it requires your X.509 certificate and key to authorize changes, thus adding an extra layer of security. AWS supports the ability to grant granular access to different administrative functions on the instances and the firewall, therefore enabling you to implement additional security through separation of duties. The level of security afforded by the firewall is a function of which ports you open, and for what duration and purpose. The default state is to deny all incoming traffic, and you should plan carefully what you will open when building and securing your applications. Well-informed traffic management and security design are still required on a per- instance basis. AWS further encourages you to apply additional per-instance filters with host-based firewalls such as IPtables or the Windows Firewall and VPNs. This can restrict both inbound and outbound traffic.

API Access: API calls to launch and terminate instances, change firewall parameters, and perform other functions are all signed by your Amazon Secret Access Key, which could be either the AWS Accounts Secret Access Key or the Secret Access key of a user created with AWS IAM. Without access to your Secret Access Key, Amazon EC2 API calls cannot be made on your behalf. In addition, API calls can be encrypted with SSL to maintain confidentiality. AWS recommends always using SSL-protected API endpoints.

Permissions: AWS IAM also enables you to further control what APIs a user has permissions to call.

Elastic Block Storage (Amazon EBS) Security: Amazon Elastic Block Storage (EBS) allows you to create storage volumes from 1 GB to 16 TB that can be mounted as devices by

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Amazon EC2 instances. Storage volumes behave like raw, unformatted block devices, with user supplied device names and a block device interface. You can create a file system on top of Amazon EBS volumes, or use them in any other way you would use a block device (like a hard drive). Amazon EBS volume access is restricted to the AWS Account that created the volume, and to the users under the AWS Account created with AWS IAM if the user has been granted access to the EBS operations, thus denying all other AWS Accounts and users the permission to view or access the volume.

Data stored in Amazon EBS volumes is redundantly stored in multiple physical locations as part of normal operation of those services and at no additional charge. However, Amazon EBS replication is stored within the same availability zone, not across multiple zones; therefore, it is highly recommended that you conduct regular snapshots to Amazon S3 for long-term data durability. For customers who have architected complex transactional databases using EBS, it is recommended that backups to Amazon S3 be performed through the database management system so that distributed transactions and logs can be checkpointed. AWS does not perform backups of data that are maintained on virtual disks attached to running instances on Amazon EC2.

You can make Amazon EBS volume snapshots publicly available to other AWS Accounts to use as the basis for creating your own volumes. Sharing Amazon EBS volume snapshots does not provide other AWS Accounts with the permission to alter or delete the original snapshot, as that right is explicitly reserved for the AWS Account that created the volume. An EBS snapshot is a block-level view of an entire EBS volume. Note that data that is not visible through the file system on the volume, such as files that have been deleted, may be present in the EBS snapshot. If you want to create shared snapshots, you should do so carefully. If a volume has held sensitive data or has had files deleted from it, a new EBS volume should be created. The data to be contained in the shared snapshot should be copied to the new volume, and the snapshot created from the new volume.

Amazon EBS volumes are presented to you as raw unformatted block devices that have been wiped prior to being made available for use. Wiping occurs immediately before reuse so that you can be assured that the wipe process completed. If you have procedures requiring that all data be wiped via a specific method, such as those detailed in DoD 5220.22-M (“National Industrial Security Program Operating Manual “) or NIST 800-88 (“Guidelines for Media Sanitization”), you have the ability to do so on Amazon EBS.

Encryption of sensitive data is generally a good security practice, and AWS provides the ability to encrypt EBS volumes and their snapshots with AES-256. The encryption occurs on the servers that host the EC2 instances, providing encryption of data as it moves between EC2 instances and EBS storage. In order to be able to do this efficiently and with low latency, the EBS encryption feature is only available on EC2's more powerful instance types (e.g., M3, C3, R3, G2).

Auto Scaling Security

Auto Scaling allows you to automatically scale your Amazon EC2 capacity up or down according to conditions you define, so that the number of Amazon EC2 instances you are using scales up

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seamlessly during demand spikes to maintain performance, and scales down automatically during demand lulls to minimize costs.

Like all AWS services, Auto Scaling requires that every request made to its control API be authenticated so only authenticated users can access and manage Auto Scaling. Requests are signed with an HMAC-SHA1 signature calculated from the request and the user's private key. However, getting credentials out to new EC2 instances launched with Auto- Scaling can be challenging for large or elastically scaling fleets. To simplify this process, you can use roles within IAM, so that any new instances launched with a role will be given credentials automatically. When you launch an EC2 instance with an IAM role, temporary AWS security credentials with permissions specified by the role will be securely provisioned to the instance and will be made available to your application via the Amazon EC2 Instance Metadata Service. The Metadata Service will make new temporary security credentials available prior to the expiration of the current active credentials, so that valid credentials are always available on the instance. In addition, the temporary security credentials are automatically rotated multiple times per day, providing enhanced security. You can further control access to Auto Scaling by creating users under your AWS Account using AWS IAM, and controlling what Auto Scaling APIs these users have permission to call.

Further Reading

https://aws.amazon.com/security/security-resources/

Introduction to AWS Security Processes
Overview of AWS Security - Storage Services
Overview of AWS Security - Database Services
Overview of AWS Security - Compute Services
Overview of AWS Security - Application Services
Overview of AWS Security - Analytics, Mobile and Application Services
Overview of AWS Security – Network Services

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CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

Labyrinth Solutions Inc.

CMAS NUMBER:	**3-19-70-3652A**
SUPPLEMENT NO.:	N/A
CMAS TERM DATES:	2/13/2019 through 4/21/2021
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	March 15, 2018
MAXIMUM ORDER LIMIT:	State Agencies: **See Purchasing Authority Dollar Threshold provision** Local Government Agencies: **Unlimited**
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-281DA
BASE SCHEDULE HOLDER:	CGI Federal Inc.

This CMAS provides for the purchase and warranty of software, software maintenance as a product, software as a service, and information technology (IT) consulting services. (See page 2 for the specific brands, labor categories, and restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf. This requirement is not applicable to local government entities.

When implementing both IT consulting services and cloud computing solutions on the same purchase order, the IT consulting services provided under this CMAS are only to implement the cloud computing solutions covered by this CMAS.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated March 15, 2018.

Original Signature on File Effective Date: **2/13/2019**

JANNA WELK, Program Analyst, California Multiple Award Schedules Unit

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CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
LABYRINTH SOLUTIONS INC.
CMAS NO. 3-19-70-3652A

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS and the base contract identified below for the products and/or services available on this CMAS.

Software
Software-Software as a Service
Software-Work Force Management
IT Consult-Database Design
IT Consult-Project Mgmt
IT Consult-Require Analysis
IT Consult-System Design
IT Consult-System Development
IT Consult-System Implement
IT Consult-System Integration
IT Consult-System Mgmt
IT Consult-System Security

AVAILABLE PRODUCTS AND/OR SERVICES

Only products from the manufacturer(s) listed below are available within the scope of this CMAS:

SAP

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

Only the following job titles are available within the scope of this CMAS:

Software Developer/Programmer Level 5
Database Administrator Level 5
Functional Subject Matter Expert Level 5
Security CIP Architect/SME Level 5
Project Manager Level 5
Systems Administrator Level 5
Systems Analyst Level 5

You may verify the following current information about the job titles available on this CMAS at the GSA eLibrary (using the base GSA schedule number identified below):

- Description of the functional requirements
- Minimum education and experience requirements
- Maximum pricing allowed (lower pricing acceptable)

Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Training Courses, and Order-Level Materials are not available under this CMAS.

CMAS BASE CONTRACT

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule No. GS-35F-281DA (CGI FEDERAL INC.) with a GSA term of 4/22/2016 through 4/21/2021.

Replace "CGI Federal Inc." with "Labyrinth Solutions Inc." where "CGI Federal Inc." is referenced in the federal GSA multiple award Contract Terms and Conditions.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be either mailed or emailed to the following:

Labyrinth Solutions Inc.
303 Wyman Street, Suite 300
Waltham, MA 02451
Attn: Nancy McGee

E-mail: nmcgee@lsiconsulting.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: Nader Tirandazi
Phone: (858) 342-6665
E-mail: ntirandazi@lsiconsulting.com

CMAS PRICES

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 2 of this CMAS.

The ordering agency is encouraged to seek prices lower than those on this CMAS. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

CMAS contractor personnel shall have the experience, education and expertise as delineated in the base contract.

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DELIVERY

30 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Unless otherwise determined by in individual ordering agency purchasing authority, order limits for the purchase of goods and/or services is:

Information Technology Goods and Services:
$500,000

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at: www.dgs.ca.gov/pd/Programs/Delegated.aspx.

HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FI$Cal, Chapter 5 (FI$Cal):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FI$Cal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under $10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) § 4819.34.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

1. State Departments:

   Std. 65 Purchase Documents – State departments not transacting in FI$Cal must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the DGS-PD website at www.dgs.ca.gov/pd/Forms.aspx (select Standard STD Forms).

   FI$Cal Purchase Documents – State departments transacting in FI$Cal will follow the FI$Cal procurement and contracting procedures.

2. Local Governmental Departments:

   Local governmental agencies may use their own purchase document for purchase execution.

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The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order).

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS(s) on a single FI$Cal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word "CMAS" in the space usually reserved for the contract number. On Std. 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS(s). A non-IT CMAS begin with the number "4" and an Information Technology CMAS begins with the number "3." The purchase order limits are different for these two types of CMAS agreements.

4. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FI$Cal, Chapter 5.A4.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

> Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FI$Cal, Chapter 5.A4.1 as follows:

> If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed $250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CMAS CONTRACTOR OWNERSHIP INFORMATION

Labyrinth Solutions Inc. is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS small business and Disabled Veteran Partners: www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services **waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.** See the current fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Pricebook.aspx.

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SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified small business or DVBE. The CMAS contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.

2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:

   a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.

   b. The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:

   - List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
   - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
   - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
   - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

CONSULTING OR PERSONAL SERVICES

To ensure sufficient expertise for all consulting or personal services, prior to issuing an order, the agency is required to review the resumes of all personnel the CMAS contractor intends to use to fulfill the order. Each agency is responsible for verifying that contractor personnel meet any education or experience requirements listed in the base contract.

Each order should contain, as a minimum, a description of the task, a statement of the contractor's responsibilities, completion criteria, a list of deliverable items (if any), the estimated starting date, the scheduled completion date, and a fixed cost for each task.

The aggregate of the fixed costs for all tasks constitutes the fixed price ceiling for all tasks described.

1. Progress Payments

For an IT service CMAS, see the CMAS IT Terms and Conditions, Provision #75, CMAS Progress Payments & Risk Assessment.

For a Non-IT service CMAS, see the CMAS Non-IT Services Terms and Conditions, Provision #41, Progress Payments.

2. Outsourcing Services

Careful analysis must be given by State agencies to using contracted personnel rather than using civil service positions within State government.

Government Code (GC) § 19130(c) requires that all persons who provide services to the State under conditions that constitute an employment relationship shall, unless exempted by Article VII (Section 4) of the California Constitution, be retained under an appropriate civil service appointment.

Issuing a CMAS purchase order for services to an independent contractor is permissible when any of the following conditions set forth in Government Code (GC) §19130(b) can be met:

- Exempt under Constitution
- New State function and legislative authority
- Service not available; highly specialized or
- Technical
- Incidental to the purchase or lease
- Conflict of interest; need unbiased findings
- Emergency appointment
- Private counsel, with Attorney General (AG) approval and Governor's Office, if applicable
- Contractor will provide deliverables that are not feasible for the State to provide
- Training when civil service is not available
- Urgent, temporary, or occasional services when civil service delay would frustrate the purpose (see Option 2 below)

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When justified as outlined above, personal services must fall under one of the two following options:

Option 1. CMAS orders for personal services such as project management, independent verification and validation, systems analysis and design, and miscellaneous services are not limited to the number of hours or months per year that a consultant can work if the services contracted for are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system (Government Code (GC) § 19130.b (3)).

Option 2. CMAS personal services orders for programmers, systems analysts, and technical specialists which are of an urgent, temporary, or occasional nature, such that hiring additional civil service positions is not feasible, are limited to nine months (1548 hours) per consultant within a twelve consecutive month period (Government Code (GC) § 19130.b (10)/California State Constitution, Article VII, Section 5).

This provision is per agency and is inclusive of orders issued on your behalf by another agency. Contractors must wait three (3) months from CMAS order termination/expiration before submitting the candidate's resume for work at the same agency/department.

For both options above, the contractor may conduct training courses for which appropriately qualified civil service instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment (Government Code (GC) § 19130.b (9)).

For each order, the agency must prepare and retain in their file a written justification that includes specific and detailed factual information that demonstrates that the contract meets one or more of the conditions set forth in Government Code (GC) § 19130(b).

3. State Personnel Board Requirements

State Personnel Board (SPB) approval is required for a purchase order based on cost savings to the State as justification for not using civil service personnel.

4. Statement of Work

A Statement of Work (SOW) must be prepared as applicable for each purchase order. Information regarding the preparation of a SOW is available at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, then select "For State Agencies". Agencies are strongly encouraged to use this information when developing SOW requirements that will accompany the Request for Offer and the resulting purchase order.

5. Follow-on Contracts are Prohibited

No person, firm, or subsidiary thereof who has been awarded a purchase order for consulting services, or a purchase order that includes a consulting component, may be awarded a purchase order for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the purchase order (Public Contract Code (PCC) § 10365.5).

Therefore, any consultant who develops a program study or provides formal recommendations is precluded from providing any work recommended in the program study or the formal recommendation.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI$Cal, Chapter 2, Section 2.E3.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

Category 1 - Critical Software: Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

Cost	Installation	Final Bid Submission
More than $100,000	8 months	6 months
$10,000 up to $100,000	4 months	3 months
Less than $10,000	1 month	1 month

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Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

Cost	Installation	Final Bid Submission
More than $100,000	6 months	4 months
$10,000 up to $100,000	4 months	3 months
Less than $10,000	1 month	1 month

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the CMAS, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

NOT SPECIFICALLY PRICED (NSP) ITEMS

The NSP provision is not applicable to this CMAS.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that *every* possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

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2. Payee Data Record (Std. 204)

State Agencies not transacting in FI$Cal, must obtain a copy of the Payee Data Record (Std. 204) in order to process payments. State Ordering Agencies forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Pricebook.aspx.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

Labyrinth Solutions Inc. does not accept the State of California credit card (CAL-Card).

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS $Mart State Financial Marketplace. Buyers may contact the GS $Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

8. Leasing

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

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Buyers may contact the GS $Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

CONTRACTOR QUARTERLY REPORT PROCESS

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).
- New CMAS agreements, renewals, extensions, and modifications will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The CMAS contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at caleprocure.ca.gov. A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Federal GSA (or Non-GSA) terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

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It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The provision for travel expense reimbursement is included in this CMAS.

It is important the agency and CMAS contractor discuss necessary travel requirements prior to issuing the purchase order because the detail and cost (only as allowed for in the CMAS) must be included in the agency purchase order to be payable.

State agencies may only reimburse travel and per diem expenses according to State travel time and per diem rules for State employees. All travel expenses must be incorporated into the purchase order. For the current travel and per diem reimbursement rates, go to the California Department of Human Resources' website at: www.calhr.ca.gov/.

Notwithstanding the CMAS provisions, the State will not be responsible for the cost of travel to bring contractor personnel from out-of-state to the job site (unless specifically arranged by agency in advance). If requested by the agency, the State will be responsible for reimbursement of travel expenses from one California agency site to another.

State agencies should refer to State Administrative Manual (SAM) § 0774 "Travel and Related Reimbursement of Persons Not State Employees", when transportation and per diem costs are to be reimbursed by the State. Reimbursement must be supported by receipts.

Local government agencies will pay travel and per diem expenses according to their statutory requirements.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

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AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

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ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office:	(916) 376-1891
Fullerton Office:	(714) 773-2093

The California Relay Service Telephone Numbers are:

Voice	1-800-735-2922
TTY:	1-800-735-2929

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ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Company Name: _____

CMAS Number: _____

For Questions Regarding This Report Contact:

Name: _____

Phone Number: _____

E-mail: _____

Reporting Calendar Year: _____ **Revision** ☐

Reporting Quarter:

Q1 (Jan-Mar) ☐

Q2 (Apr-Jun) ☐

Q3 (Jul-Sep) ☐

Q4 (Oct-Dec) ☐

Check Here if No New Orders for This Quarter ☐

STATE AGENCY PURCHASES

State Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: $ _____

LOCAL GOVERNMENT AGENCY PURCHASES

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: $ _____ **1% Remitted to DGS (does not apply to CA certified S/Bs): $** _____

Total of State and Local Government Agency Dollars Reported for this Quarter: $ _____

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ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
6. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
7. **Agency Address** - Identify the ordering agency's address on the purchase order.
8. **Phone Number** - Identify the phone number for the ordering agency's contact person.
9. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
10. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
11. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS, each quarter, even if there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

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CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

1. DEFINITIONS: Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.

a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.

b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

c) "**Attachment**" means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.

d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.

e) **"Buyer"** means the State's authorized contracting official.

f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.

g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.

h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.

i) **"Custom Software"** means Software that does not meet the definition of Commercial Software**.**

j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.

k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.

l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.

m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.

n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.

o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.

p) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).

q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.

r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.

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s) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

t) **"Hardware**" usually refers to computer Equipment and is contrasted with Software. See also Equipment.

u) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.

v) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

w) **"Machine"** means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

x) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.

y) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.

z) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.

aa) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.

bb) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.

cc) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

dd) **"Operational Use Time**" means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.

ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.

ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.

gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.

hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).

ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.

jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.

kk) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.

ll) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.

mm) **"State"** means the government of the State of California, its employees and authorized representatives,

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including without limitation any department, agency, or other unit of the government of the State of California.

nn) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.

oo) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. CONTRACT FORMATION: If this Contract results from a Letter of Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.

3. COMPLETE INTEGRATION: This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. SEVERABILITY: The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. INDEPENDENT CONTRACTOR: Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. APPLICABLE LAW: This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. COMPLIANCE WITH STATUTES AND REGULATIONS:

a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.

b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

d) If this Contract is in excess of $554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

e) To the extent that this Contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.

8. CONTRACTOR'S POWER AND AUTHORITY: The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

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CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

9. CMAS -- ASSIGNMENT:

a) This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

b) Should the State desire financing of the assets provided hereunder through GS$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.

10. WAIVER OF RIGHTS: Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. CMAS -- ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

a) These General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);

b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;

c) Other Special Provisions;

d) Federal GSA (or other multiple award) terms and conditions;

e) Statement of work, including any specifications incorporated by reference herein; and

f) All other attachments incorporated in the Contract by reference.

12. PACKING AND SHIPMENT:

a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:

i) show the number of the container and the total number of containers in the shipment; and

ii) the number of the container in which the packing sheet has been enclosed.

b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.

c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.

b) If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.

c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

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CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

14. DELIVERY: The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

15. SUBSTITUTIONS: Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

16. INSPECTION, ACCEPTANCE AND REJECTION: Unless otherwise specified in the Statement of Work:

a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.

b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.

c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.

e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

17. SAMPLES:

a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.

b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

18. CMAS -- WARRANTY: The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be—free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of

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harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.

c) Unless otherwise specified in the Statement of Work:
   (i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
   (ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.
   (iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through an such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.
d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:
   i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
   ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."
f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

20. INSURANCE: The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:
a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR, SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING,

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TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
   (i) Stop work as specified in the Notice of Termination.
   (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
   (iii) Terminate all subcontracts to the extent they relate to the work terminated.
   (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;

c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.

d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.

e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
   (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
   (ii) The total of:
      A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
      B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
      C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
   i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
   ii) Make progress, so that the lack of progress endangers performance of this Contract; or
   iii) Perform any of the other provisions of this Contract.

b) The State's right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.

c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.

d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:

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(i) completed Deliverables,
(ii) partially completed Deliverables, and,
(iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.

h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

24. FORCE MAJEURE: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

a) Acts of God or of the public enemy, and

b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.

b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.

c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").

d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

26. LIMITATION OF LIABILITY:

a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule Contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.

b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations"; (ii) to liability under the General Provisions entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by

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Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.

c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.

b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. INDEMNIFICATION: The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS: All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.

33. CONTRACT MODIFICATION: No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to

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the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. DOCUMENTATION

a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.

b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. RIGHTS IN WORK PRODUCT:

a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.

b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.

c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.

e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are

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competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. SOFTWARE LICENSE: Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").

a) The State may use the Software Products in the conduct of its own business, and any division thereof

b) The license granted above authorized the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machined-readable form, on any other State CPU until the designated CPU is returned to operation.

c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.

d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.

39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA: The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act. The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed. The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

40. RIGHT TO COPY OR MODIFY:

a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.

b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.

41. FUTURE RELEASES: Unless otherwise specifically provided in the Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price not greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

42. ENCRYPTION/CPU ID AUTHORIZATION CODES:

a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.

b) In case of an inoperative CPI, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.

c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption

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ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.

43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section. The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

ii) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.

b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

(i) The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,

(ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or

(iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or

(iv) The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.

d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

44. DISPUTES:

a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor

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believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.

b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.

c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in the subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

45. STOP WORK:

a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
   (i) Cancel the Stop Work Order; or
   (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
   (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
   (ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

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d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

46. EXAMINATION AND AUDIT: Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

47. FOLLOW-ON CONTRACTS:

a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
   (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
   (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.

b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
   (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
   (ii) development or design of test requirements;
   (iii) evaluation of test data;
   (iv) direction of or evaluation of another Contractor;
   (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
   (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
   (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
   (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.

d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

48. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

49. COVENANT AGAINST GRATUITIES: The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

50. NONDISCRIMINATION CLAUSE:

a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate,

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harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

52. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.

c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and

(i) the assignee has not been injured thereby, or

(ii) the assignee declines to file a court action for the cause of action.

53. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

(i) the dangers of drug abuse in the workplace;

(ii) the person's or organization's policy of maintaining a drug-free workplace;

(iii) any available counseling, rehabilitation and employee assistance programs; and,

(iv) penalties that may be imposed upon employees for drug abuse violations.

c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:

(i) will receive a copy of the company's drug-free policy statement; and,

(ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

54. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating

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to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

55. SWEATFREE CODE OF CONDUCT:

a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

56. RECYCLED CONTENT REQUIREMENTS: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of postconsumer material as defined in the Public Contract Code (PCC) Section 12200-12209, in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

57. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of $100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

58. AMERICAN WITH DISABILITIES ACT: The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

59. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

60. USE TAX COLLECTION: In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

61. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to Contract with the State.

62. DOMESTIC PARTNERS: For Contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code Section 10295.3.

63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a) If for this Contract the Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the

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awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

64. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).).

ADDITIONAL CMAS TERMS AND CONDITIONS

65. CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS: Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is $500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

66. CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):

a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of $5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price.

b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.

c) The Contractor hereby certifies by signing this Contract that:

i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein;

ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.

d) Laws to be Observed

i) Labor

Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty ($50.00) for each calendar day, or portions thereof, for each worker paid by him or subcontractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five ($25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in

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violation of California Labor Code Sections 1810-1815, inclusive.

ii) Worker's Compensation Insurance
The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments
Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices
Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subcontractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll
The Contractor shall keep an accurate payroll record showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in Section 1776 of the California Labor Code.

67. CMAS -- TERMINATION OF CMAS CONTRACT:

a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.

b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the CMAS Contract, the CMAS Contract shall also be considered terminated on the same date.

c) Prior to the expiration of this CMAS Contract, this Contract may be terminated for the convenience of both parties by mutual consent.

d) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

68. CMAS -- CONTRACT AMOUNT: There is no guarantee of minimum purchase of Contractor's products or services by the State.

69. CMAS -- Debarment Certification (Federally Funded Contracts): When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

70. CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT: All Contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 day notice, and are subject to the following:

a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.

b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.

c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

71. CMAS -- CONFLICT OF INTEREST:

a) Current State Employees (Public Contract Code Section 10410):

i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.

ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.

b) Former State Employees (Public Contract Code Section 10411):

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i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.

ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

72. CMAS -- SUBCONTRACTING REQUIREMENTS:
Any subcontractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract (order), and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract (order), as applicable.

73. CMAS -- RENTAL AGREEMENTS:

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

74. CMAS -- LEASE (Lease $Mart ™): If an agency desires to lease through Lease $Mart ™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.

75. CMAS -- PROGRESS PAYMENTS & RISK ASSESSMENT: In accordance with PCC 12112 agencies are required to withhold not less than 10 percent of the Contract price until final delivery and acceptance of the Goods or services, for any Contract that provides for progress payments in a Contract for IT Goods or services to be manufactured or performed by a Contractor especially for the State and not suitable for sale to others in the ordinary course of the Contractor's business.

Interim Risk Assessment guidelines and financial protection measures are detailed in PCC 12112 for agencies to use to determine their applicability to agency projects.

76. CMAS -- QUARTERLY REPORTS: Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

77. CMAS – CONTRACTOR EVALUATION: In accordance with PCC 10367 and 10369, performance of the Contractor under orders issued against this Contract will be evaluated. The ordering agency shall complete a written evaluation, and if the Contractor did not satisfactorily perform the work specified, a copy of the evaluation will be sent to the DGS, Office of Legal Services.

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CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
STATE MODEL
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Software as a Service)

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND SHOULD BE ACCOMPANIED BY, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). SECURITY REQUIREMENTS DESIGNATED IN THIS DOCUMENT ARE ASSUMING A NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) LOW CLASSIFICATION, UNLESS OTHERWISE SET FORTH IN THE SOW. A HIGHER CLASSIFICATION MAY REQUIRE DIFFERENT SECURITY REQUIREMENTS. STATE AGENCIES MUST FIRST:

A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;
B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;
C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

1. Definitions

a) "Cloud Software as a Service (SaaS)" - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
b) "Cloud Platform as a Service (PaaS)" - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.
c) "Cloud Infrastructure as a Service (IaaS)" - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
d) "Data" - means any information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.
e) "Data Breach" - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
f) "Encryption" - Conversion of plaintext to ciphertext through the use of a Federal Information Processing Standards (FIPS) validated cryptographic algorithm. [FIPS 140-2]
g) "Recovery Point Objective (RPO)" - means the point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption. The RPO is detailed in the SLA.
h) "Recovery Time Objective (RTO)" - means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.

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CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
STATE MODEL
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Software as a Service)

Terms

2. SaaS AVAILABILITY: Unless otherwise stated in the Statement of Work,
   a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
   b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work.
   c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.
   d) Contractor shall provide advance written notice to the State in the manner set forth in the Statement of Work of any major upgrades or changes that will affect the SaaS availability.

3. DATA AVAILABILITY: Unless otherwise stated in the Statement of Work,
   a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
   b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work if the State is unable to access the Data as a result of:
      1) Acts or omission of Contractor;
      2) Acts or omissions of third parties working on behalf of Contractor;
      3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
      4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
   c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.

4. SaaS and DATA SECURITY:
   a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, Contractor shall certify to the State:
      1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
      2) Compliance with the following:
         i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
         ii. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request;
         iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Contractor's plan to correct any negative findings and implementation progress reports shall be made available to the State upon request; and
         iv. Privacy provisions of the Federal Privacy Act of 1974;

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3) Compliance with industry standards and guidelines applicable to the SaaS services being provided. Relevant security provisions may include, but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.

b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.

c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.

d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.

e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.

f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance in writing by:
   1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
   2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer.

5. ENCRYPTION: Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.

6. DATA LOCATION: Unless otherwise stated in the Statement of Work and approved in advance in writing by:
   1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
   2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer, the physical location of Contractor's data center where the Data is stored shall be within the continental United States.

7. RIGHTS TO DATA: The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

8. TRANSITION PERIOD:

a) Unless otherwise stated in the SOW, for ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").

b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.

c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.

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d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology.
e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
f) The State at its option, may purchase additional transition services as agreed upon in the SOW.

9. DATA BREACH: Unless otherwise stated in the Statement of Work,
a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
    1) The nature of the Data Breach;
    2) The Data accessed, used or disclosed;
    3) The person(s) who accessed, used, disclosed and/or received Data (if known);
    4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
    5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

10. DISASTER RECOVERY/BUSINESS CONTINUITY: Unless otherwise stated in the Statement of Work,
a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided

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to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contactor shall inform the State of:

1) The scale and quantity of the Data loss;
2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
3) What corrective action Contractor has taken or will take to prevent future Data loss.
4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.

b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

11. EXAMINATION AND AUDIT: In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:

a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State.
b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
    1) Operating system/network vulnerability scans,
    2) Web application vulnerability scans,
    3) Database application vulnerability scans, and
    4) Any other scans to be performed by the State or representatives on behalf of the State.
c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

12. DISCOVERY: Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

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STATE MODEL
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Infrastructure as a Service and Platform as a Service)

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR INFRASTRUCTURE AS A SERVICE (IaaS) AND PLATFORM AS A SERVICE (PaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND ACCOMPANIED BY, AT MINIMUM, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). STATE AGENCIES MUST FIRST:

A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;
B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;
C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

1. DEFINITIONS:

a. "Authorized Persons" means the Service Provider's employees, Contractors, subcontractors or other agents who need to access the State's Data to enable the Service Provider to perform the services required.

b. "Data Breach" means the unauthorized access that results in the use, disclosure, destruction, modification, loss or theft of the State's unencrypted Personal Data or Non-Public Data.

c. "Individually Identifiable Health Information" means Information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

d. "Infrastructure-as-a-Service" (IaaS) means the capability provided to the consumer is to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed application; and possibly limited control of select networking components (e.g., host firewalls).

e. "Non-Public Data" means data submitted to the Service Provider's IaaS or PaaS Service, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, regulation or policy from access by the general public as public information.

f. "Personal Data" means data submitted to the Service Provider's IaaS or PaaS Service that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.

g. "Platform-as-a-Service" (PaaS) means the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

h. "Protected Health Information" (PHI) means Individually Identifiable Health Information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA) as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

i. "Security Incident" means the potentially unauthorized access to Personal Data or Non-Public Data the Service Provider believes could reasonably result in the use, disclosure or theft of the State's unencrypted Personal Data or Non-Public Data within the possession or control of the Service Provider. A Security Incident may or may not turn into a Data Breach.

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j. "Service Level Agreement" (SLA) means a written agreement between both the State and the Service Provider that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, how disputes are discovered and addressed, and (6) any remedies for performance failures.

k. "Service Provider" means the Contractor, subcontractors, agents, resellers, third parties and affiliates who are providing the services agreed to under the Contract.

l. "State Data" means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Service Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Service Provider.

m. "State Identified Contact" means the person or persons designated in writing by the State to receive Security Incident or Data Breach notification.

n. "Statement of Work" (SOW) means a written statement in a Contract that describes the State's service needs and expectations.

2. DATA OWNERSHIP:

The State will own all right, title and interest in State Data that is related to the services provided by this Contract. The Service Provider shall not access State user accounts or State Data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Contract, (4) at the State's written request or (5) as required by law.

3. DATA PROTECTION:

Protection of personal privacy and data shall be an integral part of the business activities of the Service Provider to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity and availability of State information within its control and comply with the following conditions:

a. In addition to the Compliance with Statues and Regulations provisions set forth in the General Provisions – Information Technology, the Service Provider shall comply as required with:

i. The California Information Practices Act (Civil Code Sections 1798 et seq).
ii. NIST Special Publication 800-53 Revision 4 or its successor.
iii. Privacy provisions of the Federal Privacy Act of 1974.

b. All State Data obtained by the Service Provider within its control in the performance of this Contract shall become and remain the property of the State.

c. Unless otherwise set forth in the SOW and/or SLA, Personal Data and Non-Public Data shall be encrypted at rest, in use, and in transit with controlled access. The SOW and/or SLA will specify which party is responsible for encryption and access control of the State Data for the service model under Contract. If the SOW and/or SLA and the Contract are silent, then the State is responsible for encryption and access control.

d. Unless otherwise set forth in the SOW and/or SLA, it is the State's responsibility to identify data it deems as Non-Public Data to the Service Provider. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this Contract.

e. At no time shall any Personal Data and Non-Public Data or processes — which either belong to or are intended for the use of State or its officers, agents or employees — be copied, disclosed or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction without the express written consent of the State except as permitted in Section 2

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above.

f. **(For PaaS Only)** Encryption of Data at Rest: The Service Provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data and Non-Public Data, unless the Service Provider presents a justifiable position approved by the State that Personal Data and Non-Public Data must be stored on a Service Provider portable device in order to accomplish work as defined in the SOW and/or SLA.

4. DATA LOCATION:

The Service Provider shall provide its services to the State and its end users solely from data centers in the continental United States. Storage of State Data at rest shall be located solely in data centers in the continental United States. The Service Provider shall not allow its personnel or contractors to store State Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Service Provider shall permit its personnel and contractors to access State Data remotely only as required to provide technical user support or other customer support. The Service Provider may provide technical user support or other customer support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this Contract.

5. SECURITY INCIDENT OR DATA BREACH NOTIFICATION:

The Service Provider shall inform the State of any Security Incident or Data Breach related to State Data within the possession or control of the Service Provider and related to the service provided under this Contract.

a. Security Incident Reporting Requirements: Unless otherwise set forth in the SOW and/or SLA, the Service Provider shall promptly report a Security Incident related to its service under the Contract to the appropriate State Identified Contact as defined in the SOW and/or SLA.

b. Breach Reporting Requirements: If the Service Provider has actual knowledge of a confirmed Data Breach that affects the security of any State Data that is subject to applicable Data Breach notification law, the Service Provider shall (1) promptly notify the appropriate State Identified Contact within 24 hours or sooner, unless otherwise required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

c. **(For PaaS Only)** Incident Response: The Service Provider may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Service Provider communication and mitigation processes as mutually agreed, defined by law or contained in the Contract.

6. DATA BREACH RESPONSIBILITIES:

This section only applies when a Data Breach occurs with respect to Personal Data and/or Non-Public Data within the possession or control of a Service Provider and related to service provided under this Contract.

a. The Service Provider, unless otherwise set forth in in the SOW and/or SLA, shall promptly notify the appropriate State Identified Contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is or reasonably believes that there has been a Data Breach. The Service Provider shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach; (2) promptly implement necessary remedial measures, if necessary; and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

b. Service Provider will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Service Provider to the State Identified Contact until the Data Breach has been effectively resolved to the State's satisfaction.

c. Service Provider shall quarantine the Data Breach, ensure secure access to Data, and repair IaaS and/or PaaS as needed in accordance with the SOW and/or SLA. Failure to do so may result in the State exercising its options for assessing damages or other

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remedies under this Contract.

d. Unless otherwise set forth in the SOW and/or SLA, if a Data Breach is a direct result of the Service Provider's breach of its Contract obligation to encrypt Personal Data and/or Non-Public Data or otherwise prevent its release, the Service Provider shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State (or Federal) law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by the Service Provider based on root cause; all [(1) through (5)] subject to this Contract's Limitation of Liability provision as set forth in the General Provisions – Information Technology.

7. NOTIFICATION OF LEGAL REQUESTS:

Unless otherwise required by law, the Service Provider shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's Data under this Contract, or which in any way might reasonably require access to State's Data. The Service Provider shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice. Unless otherwise required by law, Service Provider agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Service Provider shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

8. DATA PRESERVATION AND RETRIEVAL:

a. For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Service Provider shall assist the State in extracting and/or transitioning all State Data in the format determined by the State ("Transition Period").

b. The Transition Period may be modified in the SOW and/or SLA or as agreed upon in writing by the parties in a Contract amendment.

c. During the Transition Period, IaaS and/or PaaS and State Data access shall continue to be made available to the State without alteration.

d. Service Provider agrees to compensate the State for damages or losses the State incurs as a result of Service Provider's failure to comply with this section in accordance with the "Limitation of Liability" provision set forth in the General Provisions - Information Technology.

e. The State at its option, may purchase additional transition services as agreed upon in the SOW and/or SLA.

f. During any period of suspension, the Service Provider shall not take any action to intentionally erase any State Data.

g. The Service Provider will impose no additional fees for access and retrieval of State Data by the State during the Transition Period.

h. After termination of the Contract and the prescribed retention period, the Service Provider shall securely dispose of all State Data in all forms. State Data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods. Certificates of destruction shall be provided to the State.

9. BACKGROUND CHECKS:

As permitted or required by law, the Service Provider shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents.

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10. ACCESS TO SECURITY LOGS AND REPORTS:

a. **(For IaaS Only)** Upon request, the Service Provider shall provide reports to the State directly related to the infrastructure the Service Provider controls upon which the State account resides. Unless otherwise agreed to in the SLA, the Service Provider shall provide the State a history of all Application Program Interface (API) calls for the State account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Service Provider. The report will be sufficient to enable the State to perform security analysis, resource change tracking and compliance auditing.

b. **(For PaaS Only)** Upon request, the Service Provider shall provide reports to the State in a format as specified in the SOW and/or SLA and agreed to by both the Service Provider and the State. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

c. The Service Provider and the State recognize that security responsibilities are shared. The Service Provider is responsible for providing a secure infrastructure. The State is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SOW and/or SLA.

11. CONTRACT AUDIT:

The Service Provider shall allow the State to audit conformance to the Contract terms. The State may perform this audit or Contract with a third party at its discretion and at the State's expense.

12. DATA CENTER AUDIT:

The Service Provider shall undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit of its data centers, or its successor at its own expense. The Service Provider shall provide a redacted version of the audit report and Contractor's plan to correct any negative findings upon request. The Service Provider may remove its proprietary information from the redacted version.

13. CHANGE CONTROL AND ADVANCE NOTICE:

The Service Provider shall give advance notice (as agreed to by the parties and included in the SOW and/or SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that is expected to materially and negatively impact service availability and performance, as well as any planned downtime for such upgrades. A major upgrade is a replacement of hardware, software or firmware ware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number. Service Provider may change the features and functionality of the services, without degrading them, to make improvements, address security requirements and comply with changes in law.

14. SECURITY PROCESSES:

The Service Provider shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Service Provider. The State and the Service Provider shall understand each other's roles and responsibilities, which shall be set forth in the SOW and/or SLA.

15. IMPORT AND EXPORT OF DATA:

The State shall have the ability to import or export data in whole or in part at its discretion without interference from the Service Provider. This includes the ability for the State to import or export data to or from other Service Providers.

16. RESPONSIBILITIES AND UPTIME GUARANTEE:

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The Service Provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environment are the responsibility of the Service Provider. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and shall provide service to customers as defined in the SOW and/or SLA.

17. RIGHT TO REMOVE INDIVIDUALS:

The State shall have the right at any time to require the Service Provider remove from interaction with State any Service Provider representative who the State believes is detrimental to its working relationship with the Service Provider. The State shall provide the Service Provider with notice of its determination, and the reasons it requests the removal. The Service Provider shall not assign the person to any aspect of the Contract or future work orders without the State's consent.

18. BUSINESS CONTINUITY AND DISASTER RECOVERY:

The Service Provider shall provide a business continuity and disaster recovery plan and shall ensure that it achieves the State's Recovery Time Objective (RTO), as agreed to by the parties and set forth in the SOW and/or SLA.

19. WEB SERVICES:

(For PaaS Only) The Service Provider shall use Web services exclusively to interface with State Data in near real time when possible, or as mutually agreed in the SOW and/or SLA.

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General Services Administration
Federal Acquisition Service
Authorized Federal Supply Schedule Price List

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWAREAND SERVICES (SCHEDULE 70)

Federal Supply Group: 70

For more information on ordering from Federal Supply Schedules
click on the FSS Schedules button at http://www.gsa.gov/schedules-ordering



CGI Federal Inc.
12601 Fair Lakes Circle
Fairfax, VA 22033

Contract Number: GS-35F-281DA
Contract Period: April 22, 2016 – April 21, 2021
Business Size: Large Business

SIN **132-32** Term Software Licenses
SIN **132-34** Maintenance of Software
SIN **132-40** Cloud Computing Services
SIN **132-51** Information Technology (IT) Professional Services
SIN **132-52** Electronic Commerce (EC) Services
SIN **132-56** Health Information Technology Services
SIN **70-500** Order Level Materials (OLM)

Point of Contact: Elisa Rhee
Telephone: (703) 227-4882
Web Site: www.cgifederal.com
E-mail: GSAIT70@cgifederal.com

**Price List amendment through modification PO-0017 effective July 19, 2018.*

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

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6. Discount from list prices or statement of net price: Government net prices (discounts already deducted). 1
7. Quantity discounts: None 1
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10. Foreign items (list items by country of origin): None 2
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19. Terms and conditions of installation (if applicable): N/A 3
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21. a. Terms and conditions for any other services (if applicable). 3
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SERVICE CONTRAC ACT 771

CGI LABOR CATEGORIES & RATES (SPECIAL ITEM NUMBER 132-51 and 132-56) 771

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CUSTOMER INFORMATION

1. AWARDED SPECIAL ITEM NUMBERS

SIN	Recovery	SIN Description
132-32	132-32RC	Term Software License
132-34	132-34RC	Maintenance of Software as a Service
132-40	132-40RC	Cloud Computing Services
132-51	132-51RC	Information Technology Professional Services
132-52	132-52RC	Electronic Commerce and Subscription Services
132-56	132-56RC	Health Information Technology Services
70-500	N/A	Order Level Materials (OLM)

2. MAXIUMUM ORDER

a. The maximum order value for the following Special Item Numbers (SINs) is $500,000:

Special Item Number 132-32 - Term Software Licenses
Special Item Number 132-34 – Maintenance of Software
Special Item Number 132-40 – Cloud Computing Services
Special Item Number 132-51 - Information Technology (IT) Professional Services
Special Item Number 132-52 – Electronic Commerce (EC) Services
Special Item Number 132-56 – Health Information Technology Services

3. MINIMUM ORDER: $100.00

4. GEOGRAPHIC COVERAGE (DELIVERY AREA): DOMESTIC AND OVERSEAS

5. POINT(S) OF PRODUCTION (CITY, COUNTY, AND STATE OR FOREIGN COUNTRY): SAME AS COMPANY ADDRESS

6. DISCOUNT FROM LIST PRICES OR STATEMENT OF NET PRICE: GOVERNMENT NET PRICES (DISCOUNTS ALREADY DEDUCTED).

7. QUANTITY DISCOUNTS: NONE

8. PROMPT PAYMENT TERMS: NET 30 DAYS

9. NOTIFICATION THAT GOVERNMENT PURCHASE CARDS ARE ACCEPTED AT OR BELOW THE MICRO-PURCHASE THRESHOLD: YES

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10. FOREIGN ITEMS (LIST ITEMS BY COUNTRY OF ORIGIN): NONE

11. TIME OF DELIVERY.

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

SPECIAL ITEM NUMBER	DELIVERY TIME (DAYS ARO)
SIN 132-32	30 days (or as awarded in the order)
SIN 132-34	As awarded in the order
SIN 132-40	As awarded in the order
SIN 132-51	Date of award to completion
SIN 132-52	As awarded in the order
SIN 132-56	Date of award to completion
SIN 70-500	As awarded in the order

Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.

12. F.O.B. POINT(S): DESTINATION

13. A. ORDERING ADDRESSES:

For orders by facsimile transmission:

For Orders by Facsimile Transmission	For Mailed Orders	Internet Address
CGI Federal Inc. (703) 227.7477 To verify transmission: (703) 227.6000	CGI Federal Inc. 12601 Fair Lakes Circle Fairfax, VA 22033-4902	gsait70@cgifederal.com http://www.cgifederal.com (Internet)

13. B. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

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 Ordering procedures for supplies and services on Blanket Purchase Agreements (BPA's)

14. PAYMENT ADDRESSES:

Via Mail	Via Federal Express	Via Wire/ACH
CGI Federal Inc. P.O. Box 404922 Atlanta, GA 30384-4922	Bank of America Lockbox Service Lockbox 404922 6000 Feldwood Road College Park, GA 30349	See invoice

15. WARRANTY PROVISION: CONTRACTOR'S STANDARD COMMERCIAL WARRANTY

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16. EXPORT PACKING CHARGES, IF APPLICABLE.

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO-PURCHASE LEVEL): CONTACT CONTRACTOR

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE): N/A

21. A. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE).

22. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE).

23. LIST OF PARTICIPATING DEALERS (IF APPLICABLE).

24. PREVENTIVE MAINTENANCE (IF APPLICABLE).

25. IF APPLICABLE, INDICATE THAT SECTION 508 COMPLIANCE INFORMATION IS AVAILABLE ON ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) SUPPLIES AND SERVICES AND SHOW WHERE FULL DETAILS CAN BE FOUND (E.G. CONTRACTOR'S WEBSITE OR OTHER LOCATION.) THE EIT STANDARDS CAN BE FOUND AT: WWW.SECTION508.GOV/.

26. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: 145969783

27. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE: REGISTERED

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

1. INSPECTION/ACCEPTANCE

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

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

CGI Federal personnel, who have been trained in the support of the embedded third party software, will provide warranty support to the client.

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Regardless of the date of acceptance of the software, for a period of one (1) year from the date of software installation of the initial license (the Initial Maintenance Period), CGI Federal will correct errors or malfunctions, of which the Client notifies it in writing, in the licensed programs at no charge. Maintenance does not include services to ensure that the software operates correctly for any versions of the operating system, supporting system utilities, DBMS, or other third-party software products other than those for which the CGI Federal proprietary software was initially delivered, or subsequently certified. If the Government notifies CGI Federal of an error or malfunction which, after investigation by CGI Federal, is determined to have been caused by 1) machine malfunction; 2) modification not made by CGI Federal; 3) the malfunctioning or non-interoperability of any third-party software used in conjunction with the CGI Federal proprietary software; or 4) incorrect data or procedures issued by the Government's personnel, then the Government shall reimburse CGI Federal at prevailing rates for technical support services for all costs incurred by CGI Federal in investigating such error or malfunction.

Momentum Performance Budgeting – Budget Book Publishing Option

The warranty period for this software is a period of six (6) months beginning on the date CGI Federal has successfully completed CGI Federal's standard installation test following delivery of the software to the client. At the expiration of the Warranty Period, Client may buy maintenance services for the software for subsequent twelve 12 month periods in which CGI Federal is offering maintenance services per the maintenance terms and conditions.

CGI Federal warrants that, during the Warranty Period specified above, performance of the Software will not deviate materially from its Documentation. A material deviation of the Software from its Documentation is referred to as an "Error." If Client believes there has been a breach of this warranty and so notifies CGI Federal in writing within the Warranty Period, then CGI Federal will promptly investigate the matter. If CGI Federal determines upon investigation that there has been a breach of this warranty, then CGI Federal's sole obligation, and Client's exclusive remedy, will be for CGI Federal to correct or

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modify the Software to make it perform as warranted. CGI Federal may, at its option, investigate and correct suspected Errors at CGI Federal's offices to the extent possible. If Client requires CGI Federal to travel to Client's place of business, Client will reimburse CGI Federal for the reasonable travel time and the reasonable travel and other out-of-pocket expenses of CGI Federal's personnel. If CGI Federal determines that a suspected Error is attributable to a cause other than an Error in the Software or that the Software module containing the Error has been modified by non-CGI Federal personnel, then CGI Federal will be entitled to payment for its investigation and correction efforts on a time-and-materials basis. If CGI Federal is unable to correct a breach of this warranty after repeated efforts, Client will be entitled to recover Client's actual money damages subject to the limitations set forth in the Utilization Limitations.

CGI Federal warrants that the Software and Documentation do not, to CGI Federal's knowledge, infringe any third party copyrights, patents or trade secrets that exist on the date the software was purchased and that arise or are enforceable under the laws of the United States of America. If a third party brings an action against Client that constitutes a breach of this warranty, then CGI Federal will, at its own expense, settle the claim or defend Client in such proceeding and CGI Federal will pay all settlements, costs, damages and legal fees and expenses finally awarded provided that Client promptly notifies CGI Federal in writing of the proceeding, provides CGI Federal a copy of all information received by Client with respect to the proceeding, cooperates with CGI Federal in defending or settling the proceeding, and allows CGI Federal to control the defense and settlement of the proceeding, including the selection of attorneys. Client may participate in the proceeding at its own expense. If such a proceeding is brought or appears to CGI Federal to be likely to be brought, CGI Federal may, at its sole option and expense, either obtain the right for Client to continue using the allegedly infringing item(s) or replace or modify the item(s) to resolve such proceeding. If CGI Federal finds that neither of these alternatives is available to it on commercially reasonable terms, CGI Federal may require Client to return the allegedly infringing item(s), in which case Client will receive a refund of the amounts paid by it for the returned item(s), depreciated on a straight-line basis over a five (5) year period commencing on the date the allegedly infringing item(s) were delivered to Client by CGI Federal. This section states CGI Federal's entire obligation to Client and Client's sole remedy with respect to any claim of infringement.

CGI Federal is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the Software or Documentation by anyone other than CGI Federal and its subcontractors working at CGI Federal's direction; or (ii) the combination, operation or use of the Software or Documentation with any items that CGI Federal did not supply to Client; or (iii) Client's failure to use any new or corrected versions of the Software or Documentation made available by CGI Federal; or (iv) CGI Federal's adherence to Client's specifications or instructions.

CGI Federal does not warrant that the Software will be error-free or that its operation will be uninterrupted. Client acknowledges that it alone is responsible for the results obtained from use of the Software, including without limitation the completeness, accuracy and content of such results. Client acknowledges further that it alone is responsible for independent verification and testing of any such results prior to using them in its business.

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

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

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4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, provides a technical support website for the purpose of providing user assistance and guidance in the implementation of the software.

The address for the Momentum technical support website is http://momentum.cgifederal.com/

5. SOFTWARE MAINTENANCE

Momentum® Suite of Products (Except Momentum Performance Budgeting – Budget Book Publishing Option)

The following maintenance terms and conditions apply to the Momentum Suite of Products and all third party products embedded or bundled with the CGI Federal software products identified above. Maintenance for these embedded third party products only applies if these software products are purchased.

CGI Federal personnel, who have been trained in the support of the embedded third party software, will provide maintenance support to the client.

a. Regardless of the date of acceptance of the software, for a period of one (1) year from the date of software installation of the initial license (the Initial Maintenance Period), CGI Federal will correct errors or malfunctions, of which the Client notifies it in writing, in the licensed programs at no charge. CGI Federal will determine the schedule for which these errors will be corrected. Maintenance does not include services to ensure that the software operates correctly for any versions of the operating system, supporting system utilities, DBMS, or other third-party software products other than those for which the CGI Federal proprietary software was initially delivered, or subsequently certified. If the Government notifies CGI Federal of an error or malfunction which, after investigation by CGI Federal, is determined to have been caused by 1) machine malfunction; 2) enhancement not made by CGI Federal; the malfunctioning or non-interoperability of any non-embedded third-party software used in conjunction with the CGI Federal proprietary software; or 4) incorrect data or procedures issued by the Government's personnel, then the Government shall reimburse CGI Federal at prevailing rates for technical support services for all costs incurred by CGI Federal in investigating such error or malfunction.

b. After the Initial Maintenance Period, if the Client elects to purchase software maintenance at the fee specified, CGI Federal will continue to provide coverage as stated above. Within thirty (30) days of receipt of written notice, CGI Federal will provide the client with a plan for correcting any error or malfunction in the licensed software programs. The plan may include providing an immediate software fix to the client; providing a fix to the problem using a scheduled future release or sub-release of the CGI Federal proprietary software; or other appropriate fix. The nature of the fix, and the timeframe for providing the software fix, will depend on the nature and severity of the software problem identified by the client. Failure to comply as stated above will result in deduction of maintenance charges on the basis of 1/30th of the monthly maintenance rate for each day the software is inoperative (i.e., the software cannot be used for the purpose intended, and no work-around exists), computed from the initial date of problem notification; deduction for an inoperative period consisting of partial days will be prorated.

CGI Federal shall, without additional charges, keep the baseline proprietary software in good operating condition and shall bear all costs related thereto. CGI Federal is the sole determiner of what enhancements to make to the licensed software for a new release. During the term of this license, the Client will be advised of enhancements that CGI Federal elects to incorporate into the licensed program. The client may accept or reject the new release of the licensed programs at the time the enhancement is offered to the Client. The installation of the software release will be the responsibility

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of the Client. If such release is accepted by the Client, the new release shall become part of the licensed program.

Baseline CGI Federal and embedded third party software maintenance will normally be accomplished by sending a tape or disk with the correction(s), update(s) or enhancements(s) that have been made, along with accompanying instructions for their implementation, to the client. Should it become necessary to replace a tape, disk, etc., due to damage, defective equipment, etc., there will be no charge for said replacement, except for media and delivery costs. If implementation of the new baseline CGI Federal or embedded third party software requires CGI Federal personnel to be in attendance at the installation, CGI Federal shall comply. However, this installation support does not include the re-integration into the new baseline software of any custom application changes or enhancements previously made to the client's then-current version of the CGI Federal proprietary or embedded third party software. This restriction also applies to custom interfaces to the client's version of the CGI Federal proprietary or embedded third party software, and any other custom software extensions to the CGI Federal or embedded third party product.

c. After the Initial Maintenance Period the Client will not be entitled to receive enhancements to licensed programs unless the Client purchases maintenance.

In addition to the support described above the Client will also receive product updates and upgrades of the embedded third party software identified above for a period of one year following installation. The Client may continue to receive updates beyond this one year period upon purchase of software maintenance. Regardless of the frequency, timing or content of the upgrades which are released by the third party vendors, CGI Federal will be the sole determiner of which upgrades will be embedded, and how often these upgrades will be embedded in CGI Federal's software products.

Momentum Performance Budgeting – Budget Book Publishing Option

At the expiration of the Warranty Period stated in this Agreement, Client may buy maintenance services for the Software for subsequent twelve (12) month periods in which CGI Federal is offering maintenance services (a "Maintenance Period"), at CGI Federal's then current prices. Client may obtain such services only if (i) Client has paid the maintenance fee for all prior Maintenance Periods; and (ii) Client incorporates into the Software within one hundred eighty (180) days of the issue date all releases and corrections to the Software that CGI Federal has made available to Client.

The maintenance services referred to in section above are the following: (i) CGI Federal will consult with Client for a reasonable amount of time by telephone during CGI Federal's normal business hours to assist Client in the use of the Software; (ii) CGI Federal will supply computer program code to correct any Errors (as defined in the Warranty section of this Agreement) in the Software; and (iii) CGI Federal will provide Client with all enhancements to the Software which CGI Federal develops and generally makes available at no charge to other licensees of the Software ("Enhancements").

CGI Federal may, at its option, investigate and correct suspected Errors at CGI Federal's offices to the extent possible. If CGI Federal's personnel travel to Client's place of business at Client's request to perform maintenance services, Client will pay CGI Federal for the travel time and the reasonable travel and other out-of-pocket expenses of CGI Federal's personnel. If CGI Federal determines that a suspected Error is attributable to a cause other than the Software as delivered by CGI Federal, then Client will pay for CGI Federal's work on a time-and-materials basis. If the Software module containing the Error has been modified by non-CGI Federal personnel, CGI Federal will charge Client on a time-and-materials basis at CGI Federal's then-current hourly rates for analyzing and fixing the Error in Client's version, and for any installation assistance Client requires.

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All Enhancements and corrections to the Software and Documentation provided by CGI Federal will become a part of the Software and Documentation for the purpose of the purchase at the time they are provided to Client and are hereby licensed to Client as part of the Software and Documentation pursuant to the terms and conditions for any installation assistance Client requires.

CGI Federal offers both Software Maintenance as a Service and Software Maintenance as a Product, depending on the ordering activity's requirements.

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

_____ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

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

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

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

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

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

U.S.C. 3324.

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

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

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

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

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

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during

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any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (l0) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

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

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

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

8. TERM LICENSE CESSATION

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

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

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number l32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

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

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

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

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

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

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

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

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commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

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

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING

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

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SOFTWARE DESCRIPTION AND PRICE LIST FOR TERM SOFTWARE LICENSES AND MAINTENANCE OF SOFTWARE (SPECIAL ITEM NUMBERS 132-32 AND 132-34)

FEDERAL FINANCIAL SYSTEM® (FFS®)

CGI Federal no longer accepts orders for FFS. The following Product Direction Statement provides additional information for existing FFS customers.

Federal Financial System (FFS) Product Direction Statement

This statement defines CGI Federal's strategy to continue providing product solutions for federal financial management.

- Federal Financial System (FFS) Release 5.6.2 was the last major baseline release under the current architecture. Beyond this release, sub-releases may be issued to resolve material issues. CGI Federal will be solely responsible for classifying an issue as "material". In addition, selective enhancements will be made on a "one-time basis" to meet new regulatory-based requirements.
- FFS customers have the option to task CGI Federal to design, develop, test, and maintain any additional desired enhancements to FFS (not covered above) through a task order under SIN 132-51 IT Professional Services.
- Momentum Financials, also offered as Momentum Financial Plus, is the next major release beyond FFS 5.6.2
  - Maintenance-paying customers on baseline versions of FFS have the option of transferring those licenses to Momentum Financials licenses.
  - The license provided in this circumstance is an "equivalent license" based on the subsystem(s) in use and the number of FFS users per subsystem. In addition, current users of CGI Federal's FFS are entitled to significant discounts on additional user license fees and other Momentum subsystems. Contact CGI Federal for details on the definition of "equivalent license", prices, and ordering procedures for the transition from FFS to Momentum.
  - Required third-party software for Momentum Financials Plus will require an incremental license migration fee. FFS customers can contact CGI Federal to determine the migration fee for their organization.
  - Additional required hardware is not included in the software license.
  - Conversion, training, and other CGI Federal implementation services will be available through a task order under SIN 132-51 IT Professional Services.
  - Automated data conversion tools from FFS to Momentum Financials will be included with the license transfer.
  - Clients who choose to migrate from FFS to Momentum Financials will not receive an additional warranty (i.e., the warranty is not re-earned).
  - Clients who migrate to Momentum Financials will begin paying the new maintenance fees beginning in the month following the order to migrate to Momentum Financials.
- Any client paying maintenance on FFS will be entitled to standard support, access to FFS 5.6.2.1 sub-releases, and the upgrade path to Momentum Financials described above.

SIN 132-34 – ERP Federal Financial Software Maintenance		
Manufacturer Part Number	Product Description	Price
FFS-BS-VSAM-0100	FFS Basic System-VSAM/ CICS	$6,050.70
FFS-BS-ADABAS-0100	FFS Basic System - ADABAS/CICS	$6,023.61
FFS-BS-DB2-0100	FFS Basic System - DB2/CICS	$7,097.55

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SIN 132-34 – ERP Federal Financial Software Maintenance		
FFS-BS-UNIX-0100	FFS Basic System – UNIX	$5,349.33
FFS-PUR-0000-0100	FFS Purchasing	$1,570.25
FFS-COST-0000-0100	FFS Cost Allocation	$628.11
FFS-PCA-0000-0100	FFS Project Cost Accounting	$837.46
FFS-PCI-0000-0100	PC Interface	$523.42
FFS-INV-0000-0100	FFS Inventory	$1,256.20
FFS-FA-0000-0100	FFS Fixed Assets	$837.46
FFS-TRAV-0000-0100	FFS Travel	$628.11
FFS-BUD-0000-0100	FFS Budget Preparation	$628.11

Notes:

1. Effective March 1, 2003, CGI Federal is discontinuing the sales of FFS. See the Product Direction Statement above for information regarding current customers.
2. CGI Federal's Migration Policy for existing FFS software holders is that Momentum financials is the next release of FFS. The FFS Upgrade to Momentum financials software products is as follows: Current users of CGI Federal's FFS may acquire a 30 year Restricted Rights license for this item at no cost under the following circumstances: (1) the agency currently pays maintenance on the equivalent FFS subsystem, and (2) the agency provides CGI Federal with the number of users with access to the respective FFS subsystem. The license provided in this circumstance is an 'equivalent license' based on the subsystems in use and the number of FFS users per subsystem. In addition, current users of CGI Federal's FFS are entitled to significant discounts on additional user licenses fees and other Momentum subsystems. Contact CGI Federal for details on the definition of 'equivalent license', prices and ordering procedures for the transition from FFS to Momentum. For example, if an agency uses FFS Project Cost Accounting and 120 users have access to the subsystem, the equivalent Momentum license is Momentum Project Cost Accounting User License 101-200 users. This is the 'trade-in' value of the agency's FFS PCAS license. If an agency wants to acquire more than the indicated number of User licenses, CGI Federal will negotiate these on a client-by-client basis.
3. Under CGI Federal's migration policy, existing FFS software holders who select Momentum Financials Plus will be charged the price differential between Momentum Financial and Momentum Financials Plus licenses for "equivalent license".

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COMPUTER AIDED COLLECTIONS SYSTEM FOR GOVERNMENT (CACS-G)

CACS-G improves collection effectiveness, collector productivity, and management control by providing automated support of collection activities. The system maintains complete, up-to-date case collection information on its database and communicates directly with the host accounting system without any flow of paper.

Computer Aided Collections System for Government (CSCS-G)		
UOI	SIN 132-32 Manufacturer Part Number / License Price	SIN 132-34 Manufacturer Part Number - Price/MO
<$100 Million	CSG-001L $512,530.67	CSG-001M - $112,756.75/MO
$101M to < $250M	CSG-002L $666,289.87	CSG-002M - $146,583.77/MO
$251M to < $500M	CSG-003L $905,470.86	CSG-003M - $199,203.59/MO
$501M to < $1B	CSG-004L $1,178,820.55	CSG-004M - $259,340.52/MO
$1.1B to < $2B	CSG-005L $1,520,507.67	CSG-005M - $334,511.69/MO
$2.1B to < $3B	CSG-006L $1,708,435.58	CSG-006M - $375,855.83/MO
$3.1B to < $5B	CSG-007L $2,306,388.04	CSG-007M - $507,405.37/MO
$5.1B to < $7.5B	CSG-008L $2,562,653.37	CSG-008M - $563,783.74/MO
$7.51B < $10B	CSG-009L $3,075,184.05	CSG-009M - $676,540.49/MO
> $10B		

Notes:

1. Additional 3rd party software products are required and will be identified in CGI Federal's proposal.
2. License pricing is based on the dollar volume of accounts receivables managed by the software. If the amount of the customer's receivables increases above the level at which the customer purchased the license, then the Customer must pay CGI Federal the incremental license price difference between the new level and current level. In order to monitor this requirement, the Customer must provide an annual report to CGI Federal that identifies the amount of receivables being processed by the software.
3. License fees will be negotiated on a case-by-case basis.

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MOMENTUM® SUITE OF PRODUCTS

The Momentum suite provides solutions for effective management of federal organizations, ranging from programmatic offices to large agencies. The suite includes solutions for financial management, acquisitions management, asset management, and travel management capabilities. While severable, these solutions are fully integrated with each other and fully support integration into the agency's enterprise.

Delivery, Installation, and Training/Technical Services for the Momentum Suite

The following installation, training, technical services, and manuals are provided with the purchase of each licensed Momentum Financials or Momentum Financials Plus software product:

CGI Federal will deliver the software and will perform system installation on one (1) server and on one (1) user/client machine. For any web-based component, CGI Federal will establish access to the software through one (1) web server. In addition, CGI Federal will provide instructions for the installation of all other user/client machines and server(s).

a. CGI Federal does not offer bundled services with the purchase of these software products.

b. The Customer receives twelve (12) months of maintenance following the software installation as part of the initial software license fee. Maintenance services are available for subsequent periods at prevailing Schedule Price List rates, terms and conditions.

c. CGI Federal will provide relevant user and operational documentation that CGI Federal produces as an electronic file on the CD with the Momentum software. This does not include any documentation for third party software products.

d. Additional terms and conditions may exist for the third party products embedded within the Momentum solutions.

e. Refer to the product sales guide for additional terms and conditions related to this software.

Momentum® Financials and Momentum Financials Plus Software

The Momentum Financials and Momentum Financials Plus products provide comprehensive federal financial management capabilities, including support for the core federal financial requirements as defined by the FSIO/OMB.

The distinction between Momentum Financials and Momentum Financials Plus is that Momentum Financials Plus includes many of the infrastructure components required to operate the application.

The following modules are included in Momentum Financials and Momentum Financials Plus:

- ***Momentum Budget Execution***. This module monitors and controls all accounting related to the execution of an agency's budget. This module includes the ability to establish spending limits and exercise funds control as appropriate; post to the general ledger to reflect budgetary events; and account for revenue and reimbursements. Momentum supports up to eight hierarchical levels of spending control, plus additional detailed spending control specifications called "limitations." The module also provides the ability to reprogram budget authority, identify recoveries and adjustments, and withdraw funding at year-end.
- ***Momentum Purchasing***. This module supports the full chain of spending transactions from pre-commitment through receipt. The ability to "back-reference" preceding transactions facilitates the carry-forward of accounting detail and enforces the liquidation of prior account balances as appropriate. This module includes extended descriptive information about each item and associates the related accounting information to the itemized goods or services. The Purchasing module invokes the spending control features of Budget Execution to prevent overspending the budget at any level.

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- ***Momentum Credit Card.*** Momentum's Credit Card subsystem gives an agency the ability to manage and reconcile its credit card accounts and associated transactions. The subsystem allows users to record credit card information on purchasing transactions and credit card logs and to reconcile charges on their credit card statements to those transactions and logs. For charges that have not already been captured on a purchasing transaction or log, the user is able to enter the appropriate accounting classification codes directly for each charge or to dispute charges if necessary.
- ***Momentum Accounts Payable.*** This module records payable amounts resulting from liquidated obligations, scheduling payments according to the Prompt Pay Act. In addition, this subsystem provides all other payment-related transactions such as advances issued and liquidated, contract holdbacks (resulting in an expense but no disbursement), vendor credits and discounts applied, and recording of Prompt Pay Act interest paid and penalties applied.
- ***Momentum Automated Disbursements.*** This module supports the disbursing function for both Treasury disbursing agencies and agencies with delegated disbursing authority. It supports all Treasury-mandated disbursing methods, including check, EFT, and interagency transfers.
- ***Momentum Accounts Receivable***. This module accounts for receivables and collections by an agency, and includes federal-specific functions such as write-off processing and SF-1081 processing. The module ages receivables and applies interest and penalties as appropriate. Bills, dunning notices and statements are issued periodically. In addition to receivables, this module accounts for revenue (including revenue from interagency agreements) and accounts for deposit accounts.
- ***Momentum General Ledger***. Momentum provides an SGL-compliant account code structure with additional user-defined codes. Posting to the general ledger is accomplished automatically through the processing of transactions in the other Momentum modules. Momentum's SGL-compliant account codes and posting rules are fully adaptable to an agency's chart of accounts. The General Ledger module includes a cost allocation facility.
- ***Momentum External Reports.*** With this module, balances in reports are defined in a flexible, user-controlled facility that enables long term maintenance as reporting requirements evolve.
- ***Momentum GPRA/Work Counts***. The GPRA module provides the ability to measure work performed by an agency. The amount of work performed is counted in the form of work counts or Performance Measurement Indicators (PMIs). In the GPRA module, both work counts and PMIs are collected in the same manner. They are accumulated internally, externally, or manually, based on criteria defined by an agency. The GPRA module also includes the GPRA Goals and GPRA Measures Maintenance tables. These tables are used within the Work count/PMI process to establish targets and are also utilized by the Cost Allocation subsystem. The many options in the Work count/PMI process are easily configurable and allow the user much flexibility.
- ***Momentum Planning.*** This module supports flexible, multi-level user-defined operating plans with plan versus actual tracking by month, quarter and year. Separate from the Budget Execution module, Planning provides an independent funds control capability that enables agencies to control spending against plans that are independent of the formal budget.
- ***Momentum Workflow.*** This module provides workflow capabilities including comprehensive rules-based routing, approvals, and event handling. The advanced workflow capabilities allow any activity to be tracked and pro-actively managed throughout the Momentum application suite. In addition to standard transaction routing, events can be triggered based on delays in transaction processing, rejection of approvals, and periods of inactivity against open items such as unpaid invoices or uncollected receivables.

Upon purchase of CGI Federal's Momentum Financials Plus software license, the client receives the following embedded products:

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- ***Third Party Products.*** The following third party product licenses are provided with the Momentum Financials application:
  - WebLogic, Standard Edition
  - Tuxedo
  - Jolt

The following optional feature is available and provides related, supplemental functions required by some agencies. This feature requires a license for Momentum Financials or Momentum Financials Plus.

- ***Momentum Reports Portal.*** Provides a single report distribution and management portal to streamline reporting for Momentum users while enforcing stringent security permissions based on report content. Reports can be automatically published and displayed in an easy to use tree structure. Users can subscribe to reports of interest and can be notified via email when reports are available.

The following additional modules are available and provide related, supplemental financial and/or administrative functions required by some agencies. Licensed users of these additional modules must also have a license for Momentum Financials or Momentum Financials Plus. Additionally, a license for these additional modules is required for any use of the module including but not limited to actions such as view, create, modify, process, add, change, and delete.

Momentum Contract Management

This module provides the ability to effectively manage the Federal procurement cycle, especially large contract buys. This module's solicitation facilities provide procurement professionals with the ability to create announcements (e.g., pre-solicitation notices), post notices to FedBizOpps, generate vendor lists, create and amend solicitation documents (including standard federal forms, attachments and knowledge-based incorporation of FAR or agency-specific clauses/provisions). This module's offer evaluation capabilities include features to compare vendor pricing offers, define best-value evaluation criteria with weighting and scoring, distribute evaluations to technical evaluation team members, receive input from evaluators on technical criteria, evaluate cost and technical factors, and make an award decision. The issuance of contract orders and awards is facilitated by the modules capabilities to create and modify order and award documents (including standard federal forms, attachments and knowledge-based incorporation of FAR or agency-specific clauses/provisions), verify buyer authority, process Federal Procurement Data System – Next Generation (FPDS-NG) reports, create announcements (e.g., award notices), and post award notices to FedBizOpps. In addition, the module allows procurement officials to perform vendor performance evaluations through features to define performance evaluation criteria with weighting and scoring, distribute evaluations to evaluation team members, and capture performance appraisals from evaluators. This module is fully integrated with the requisition, invoicing, and payment capabilities included in the Purchasing and Accounts Payable modules.

Momentum Fixed Assets

This module provides the ability to account for fixed assets and other controlled property. This Fixed Assets module includes the ability to record the acquisition, betterment, sale/disposition, transfer, and depreciation of fixed assets. This module also tracks the custodian(s) of each fixed asset or controlled property item.

Momentum Project Cost Accounting

This module accumulates the costs and revenue associated with projects. A project may be an internal project (for management information only) or it may be funded by an external agreement with the public or with another federal agency. This module accounts for advances received, for costs and overhead applied, and for revenue recognition and billing on a number of bases (cost basis, fixed price basis, etc.).

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Momentum Travel Accounting

This module supports the tracking of and accounting for travel orders, advances, and vouchers related to local travel, TDY assignments, and permanent change of station. In addition, this module provides for travel-related payments to vendors and credit card companies as well as expense reimbursements for travelers.

Momentum Budget Execution and Momentum Budget Execution Plus Software

The Momentum Budget Execution and Momentum Budget Execution Plus products monitor and control all accounting related to the execution of an agency's budget. This module includes the ability to establish spending limits and exercise funds control as appropriate; post to the general ledger to reflect budgetary events; and account for revenue and reimbursements. Momentum Budget Execution supports up to eight hierarchical levels of spending control, plus additional detailed spending control specifications called "limitations." The module also provides the ability to reprogram budget authority, identify recoveries and adjustments, and withdraw funding at year-end.

The distinction between Momentum Budget Execution and Momentum Budget Execution Plus is that Momentum Budget Execution Plus includes many of the infrastructure components required to operate the application.

Upon purchase of CGI Federal's Momentum Budget Execution Plus software license, the client receives the following embedded products:

- ***Third Party Products.*** The following third party product licenses are provided with the Momentum Budget Execution application:
  - WebLogic, Standard Edition
  - Tuxedo
  - Jolt

The following optional feature is available and provides related, supplemental functions required by some agencies. This feature requires a license for Momentum Budget Execution or Momentum Budget Execution Plus.

- ***Momentum Reports Portal.*** Provides a single report distribution and management portal to streamline reporting for Momentum users while enforcing stringent security permissions based on report content. Reports can be automatically published and displayed in an easy to use tree structure. Users can subscribe to reports of interest and can be notified via email when reports are available.

Momentum Fee Management and Momentum Fee Management Plus Software

The Momentum Fee Management and Momentum Fee Management Plus products support a wide range of capabilities associated with both accounts payable and accounts receivable.

The distinction between Momentum Fee Management and Momentum Fee Management Plus is that Momentum Fee Management Plus includes many of the infrastructure components required to operate the application.

The following modules are included in Momentum Fee Management and Momentum Fee Management Plus:

- ***Momentum Purchasing***. This module supports the full chain of spending transactions from pre-commitment through receipt. The ability to "back-reference" preceding transactions facilitates the carry-forward of accounting detail and enforces the liquidation of prior account balances as appropriate. This module includes extended descriptive information about each item and associates

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the related accounting information to the itemized goods or services. The Purchasing module invokes the spending control features of Budget Execution to prevent overspending the budget at any level.

- ***Momentum Credit Card.*** Momentum's Credit Card subsystem gives an agency the ability to manage and reconcile its credit card accounts and associated transactions. The subsystem allows users to record credit card information on purchasing transactions and credit card logs and to reconcile charges on their credit card statements to those transactions and logs. For charges that have not already been captured on a purchasing transaction or log, the user is able to enter the appropriate accounting classification codes directly for each charge or to dispute charges if necessary.
- ***Momentum Accounts Payable.*** This module records payable amounts resulting from liquidated obligations, scheduling payments according to the Prompt Pay Act. In addition, this subsystem provides all other payment-related transactions such as advances issued and liquidated, contract holdbacks (resulting in an expense but no disbursement), vendor credits and discounts applied, and recording of Prompt Pay Act interest paid and penalties applied.
- ***Momentum Automated Disbursements.*** This module supports the disbursing function for both Treasury disbursing agencies and agencies with delegated disbursing authority. It supports all Treasury-mandated disbursing methods, including check, EFT, and interagency transfers.
- ***Momentum Accounts Receivable***. This module accounts for receivables and collections by an agency, and includes federal-specific functions such as write-off processing and SF-1081 processing. The module ages receivables and applies interest and penalties as appropriate. Bills, dunning notices and statements are issued periodically. In addition to receivables, this module accounts for revenue (including revenue from interagency agreements) and accounts for deposit accounts..

Upon purchase of CGI Federal's Momentum Fee Management Plus software license, the client receives the following embedded products:

- ***Third Party Products.*** The following third party product licenses are provided with the Momentum Fee Management application:
  - WebLogic, Standard Edition
  - Tuxedo
  - Jolt

The following optional feature is available and provides related, supplemental functions required by some agencies. This feature requires a license for Momentum Fee Management or Momentum Fee Management Plus.

- ***Momentum Reports Portal.*** Provides a single report distribution and management portal to streamline reporting for Momentum users while enforcing stringent security permissions based on report content. Reports can be automatically published and displayed in an easy to use tree structure. Users can subscribe to reports of interest and can be notified via email when reports are available.

Momentum Identity Provider (IdP) and Momentum Identity Provider Plus Software

The Momentum Identity Provider (IdP) and Momentum Identity Provider Plus products provide security authentication (user ID/password, X509 certificates, Kerberos tokens, etc.) for the Momentum Suite applications. Users logging into the Momentum application will log in via the Core-IdP, which will establish a secure session within the desired application.

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The distinction between Momentum Identity Provider (IdP) and Momentum Identity Provider Plus is that Momentum Identity Provider Plus includes many of the infrastructure components required to operate the application.

Upon purchase of CGI Federal's Momentum Identity Provider Plus software license, the client receives the following embedded products:

- ***Third Party Products.*** The following third party product licenses are provided with the Momentum Identity Provider (IdP) application:
  - WebLogic, Standard Edition

The following module provides agencies with enterprise application integration capabilities to tie Momentum into an agency's applications and operate an effective e-Government enterprise:

Momentum Enterprise Integration Frameworks

This item consists of software that effectively integrates Momentum into the enterprise and creates an effective e-Government solution. The Enterprise Integration Frameworks provide an agency with the tools required to 1) integrate Momentum with the agency's existing applications and 2) implement an effective B2B solution. The enterprise application integration components provide an out of the box solution for integrating Momentum with administrative applications offered by other vendors and tools for integrating with the agency's custom applications. In addition, the B2B integration components provide an agency with the ability to utilize EDI, XML, and other avenues to carryout business with external organizations.

The Momentum Enterprise Integration Framework provides a robust mechanism for integrating the Momentum suite with other applications – including legacy systems, programmatic systems, and modules from other COTS vendors. The framework provides adapters to the Momentum modules as well as most relational databases, flat files, and other COTS products. The Momentum Enterprise Integrations Frameworks license provides for integrations within Momentum systems and with Momentum systems and other applications only. Integrations between systems that are not part of Momentum are not allowed.

A number of integrations are provided within the base Momentum suite solutions. These include integrations within the Momentum solutions as well as with critical Federal applications. For these integrations, a separate license for Momentum Enterprise Integration Frameworks is not needed. For a complete list of the Integrations supported within the base Momentum Financials or Acquisitions licenses, please see the current release documentation.

Upon purchase of CGI Federal's Momentum Enterprise Integration Framework software license, the client receives the following embedded products:

- ***Third Party Products.*** The following third party product licenses are provided with the Momentum Enterprise Integration Frameworks application:
  - webMethods Integration Server
  - webMethods Broker
  - webMethods Glue Enterprise
  - webMethods Trading Networks
  - webMethods Modeler/Business Integrator
  - webMethods Mainframe
  - webMethods Workflow
  - webMethods Adaptors (as specified by CGI Federal in the specific contract)

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Momentum Contracting Apps

Momentum Contracting Apps is a suite of federal acquisition focused applications that can be used in conjunction with your existing contract writing system to extend and bolster your agencies procurement functions. Built specifically for the federal contracting environment Momentum Contracting Apps is uniquely positioned to meet your agency's needs.

Momentum Acquisitions and Momentum Acquisitions Plus

Momentum Acquisitions and Momentum Acquisitions Plus are web-based, multi-user applications that support the procurement professional through all phases of the acquisition process, from planning through requisition, solicitation, award, contract management and close-out. Momentum Acquisitions Plus provides integrated reporting capabilities through the incorporation of embedded reporting tools. Momentum Acquisitions Plus can be implemented as an integrated module of Momentum Financials and Momentum Financials Plus.

The distinction between Momentum Acquisitions and Momentum Acquisitions Plus is that Momentum Acquisitions Plus includes many of the infrastructure components required to operate the application.

The following acquisition management system capabilities are included in Momentum Acquisitions Plus:

- ***Momentum Contract Management.*** This module provides the ability to effectively manage the Federal procurement cycle, especially large contract buys. This module's solicitation facilities provide procurement professionals with the ability to create announcements (e.g., pre-solicitation notices), post notices to FedBizOpps, generate vendor lists, create and amend solicitation documents (including standard federal forms, attachments and knowledge-based incorporation of FAR or agency-specific clauses/provisions). This module's offer evaluation capabilities include features to compare vendor pricing offers, define best-value evaluation criteria with weighting and scoring, distribute evaluations to technical evaluation team members, receive input from evaluators on technical criteria, evaluate cost and technical factors, and make an award decision. The issuance of contract orders and awards is facilitated by the modules capabilities to create and modify order and award documents (including standard federal forms, attachments and knowledge-based incorporation of FAR or agency-specific clauses/provisions), verify buyer authority, process Federal Procurement Data System – Next Generation (FPDS-NG) reports, create announcements (e.g., award notices), and post award notices to FedBizOpps. In addition, the module allows procurement officials to perform vendor performance evaluations through features to define performance evaluation criteria with weighting and scoring, distribute evaluations to evaluation team members, and capture performance appraisals from evaluators. This module is fully integrated with the requisition, invoicing, and payment capabilities included in the Purchasing and Accounts Payable modules.
- ***Momentum Planning***. This module supports flexible, multi-level user-defined operating plans with plan versus actual tracking by month, quarter and year. Separate from the Budget Execution module, Planning provides an independent funds control capability that enables agencies to control spending against plans that are independent of the formal budget.
- ***Momentum Purchasing.*** This module supports the full chain of spending transactions from pre-commitment through receipt. The ability to "back-reference" preceding transactions facilitates the carry-forward of accounting detail and enforces the liquidation of prior account balances as appropriate. This module includes extended descriptive information about each item and associates the related accounting information to the itemized goods or services.
- ***Momentum Accounts Payable.*** This module records payable amounts resulting from liquidated obligations, scheduling payments according to the Prompt Pay Act. In addition, this subsystem provides all other payment-related transactions such as advances issued and liquidated, contract

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holdbacks (resulting in an expense but no disbursement), vendor credits and discounts applied, and recording of Prompt Pay Act interest paid and penalties applied.

- ***Momentum Workflow.*** This module provides workflow capabilities including comprehensive rules-based routing, approvals, and event handling. The advanced workflow capabilities allow any activity to be tracked and pro-actively managed throughout the Momentum application suite. In addition to standard transaction routing, events can be triggered based on delays in transaction processing, rejection of approvals, and periods of inactivity against open items such as unpaid invoices or uncollected receivables.

Special Note on Licensing for Clients with Momentum Financials

Momentum Acquisitions is offered as a special bundling of the Momentum software modules to meet the needs of the procurement professionals. Momentum Acquisitions user licenses may be procured for anyone requiring acquisitions/procurement management capabilities without the full breadth of financial management capabilities. If a user holds a named user license for Momentum Financials, a license to the Momentum Contract Management module, as an add-on to Momentum Financials, may be procured rather than a Momentum Acquisitions user license.

Upon purchase of CGI Federal's Momentum Acquisitions Plus software license, the client receives the following third party embedded products:

- ***Third Party Products.*** The following third party product licenses are provided with the Momentum Acquisitions application:
  - WebLogic, Standard Edition
  - Tuxedo
  - Jolt

The following optional feature is available and provides related, supplemental functions required by some agencies. This feature requires a license for Momentum Acquisitions or Momentum Acquisitions Plus.

- ***Momentum Reports Portal.*** Provides a single report distribution and management portal to streamline reporting for Momentum users while enforcing stringent security permissions based on report content. Reports can be automatically published and displayed in an easy to use tree structure. Users can subscribe to reports of interest and can be notified via email when reports are available.

Momentum Business Insights

Momentum Business Insights provides comprehensive business intelligence and enterprise performance management capabilities across the agencies entire data set. The set of solutions utilizes Big Data platforms to provide engaging visualizations and discovery tools built for real time and predictive analytics using multiple data sets; or the solutions may be scaled to work on a single system. These solutions are configured for use with Momentum Financials, Momentum Acquisitions, and Momentum Performance Budgeting products to provide true out of the box, integrated capabilities.

Upon purchase of CGI Federal's Momentum Business Insights software license, the client receives the following third party embedded products:

- ***Third Party Products.*** The following third party product licenses are provided with the Momentum Business Insights application:
  - Pentaho

The following Momentum Enterprise Business Intelligence modules are available:

Momentum Business Analytics

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Momentum Business Analytics provides comprehensive ad-hoc reporting and data analysis capabilities. This module, which has been integrated with the Momentum modules and databases, provide users with web access to the financial information necessary to support all levels of decision making. Users can develop queries with drill down capabilities and publish them for recurring and broad user community usage.

Upon purchase of CGI Federal's Momentum Business Analytics software license, the client receives the following third party embedded products:

- ***Third Party Products.*** The following third party product licenses are provided with the Momentum Business Dashboard application:
  - Pentaho or Business Objects

Momentum Business Analytics Lite

Momentum Business Analytics Lite provides reporting and data analysis capabilities similar to that provided by Momentum Business Analytics. However, functionality is limited to the viewing, usage, and scheduling of queries developed within Momentum Business Analytics. While users may access and utilize any published queries for which they have appropriate authority, the users may not create new queries.

Upon purchase of CGI Federal's Momentum Business Analytics Lite software license, the client receives the following third party embedded products:

- ***Third Party Products.*** The following third party product licenses are provided with the Momentum Business Dashboard application:
  - Pentaho or Business Objects

Momentum Business Dashboard

Momentum Business Dashboard provides visibility into and monitoring of your business activities across your organization via business metrics, alerting, dashboard management, and scorecarding analysis. The Momentum Business Dashboard, is a web-based portal application, includes key metrics common to all government agencies and provides the tools and templates to easily deploy and monitor additional agency specific metrics and alert targets.

Upon purchase of CGI Federal's Momentum Business Dashboard software license, the client receives the following third party embedded products:

- ***Third Party Products.*** The following third party product licenses are provided with the Momentum Business Dashboard application:
  - Pentaho or Business Objects

Momentum Business Monitor

Momentum Business Monitor provides performance scorecarding and powerful analytics. Specifically, Momentum Business Monitor, a web-based portal application, assists organizations with measuring and monitoring business performance.

Upon purchase of CGI Federal's Momentum Business Monitor software license, the client receives the following third party embedded products:

- ***Third Party Products.*** The following third party product licenses are provided with the Momentum Business Monitor application:
  - Pentaho or Business Objects

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Momentum Business Data Warehouse

Momentum Business Data Warehouse provides a data warehouse designed to leverage the information maintained within the Momentum business applications. In addition to a powerful data model to support both management and external reporting capabilities, the solution provides the extraction, transformation, and load (ETL) tools necessary to efficiently and accurately migrate data from the business applications into the data warehouse.

Upon purchase of CGI Federal's Momentum Business Data Warehouse software license, the client receives the following third party embedded products:

- ***Third Party Products.*** The following third party product licenses are provided with the Momentum Business Data Warehouse application: Pentaho Data Integration

Momentum Performance Budgeting and Momentum Performance Budgeting Plus

Momentum Performance Budgeting and Momentum Performance Budgeting Plus products operate in web-based environments and perform the functions that support the budget preparation and management for the agency.

The Performance Budgeting module provides the building blocks for agency preparation of all phases of the budget. Actual results from current and prior years can be used as the basis for out-year estimates, and final budgets can be used to establish initial values for the Budget Execution module of Momentum Financials.

The distinction between Momentum Performance Budgeting and Momentum Performance Budgeting Plus is that Momentum Performance Budgeting Plus includes many of the infrastructure components required to operate the application.

The following budget preparation and management capabilities are included in Momentum Performance Budgeting and Momentum Performance Budgeting Plus:

- Enables annual operating, working-capital, and multi-year capital budget preparation
- Provides salary and benefits forecasting
- Supports multiple budget roll-up perspectives and levels (i.e., by program, organization, etc.)
- Allows users to track historical budget information
- Includes user-defined flexible on-line budget forms
- Includes user-defined chart of account elements
- Supports "what if" analysis
- Includes standard reports
- Supports agency-defined performance-based budgeting consistent with GPRA

Upon purchase of CGI Federal's Momentum Performance Budgeting Plus software license, the client receives the following third party embedded products:

- ***Third Party Products.*** The following third party product licenses are provided with the Momentum Performance Budgeting application:
  - WebLogic Advantage Edition

The following additional modules are available and provide related, supplemental performance management and/or budgeting functions required by some agencies:

Momentum Performance Budgeting—Budget Book Publishing Option

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Budget Book Publishing is an add-on component to Momentum Performance Budgeting to allow automated budget publication. The specific capabilities include the following:

- Rapid in-house budget document and exhibits publication
- One set of information sources to multiple outputs including print, web, CD
- Flexible formatting capability for tables, images, multi-column text, and pages
- Connects to various data sources and databases

Upon purchase of CGI Federal's Momentum Performance Budgeting – Budget Book Publishing Option software license, the client receives the following third party embedded products:

- ***Third Party Products.*** The following third party product licenses are provided with the Momentum Performance Budgeting – Budget Book Publishing Option:
  - One (1) Pattern Stream software license for each license of Budget Book Publishing

Momentum CCR Connector and Momentum CCR Connector Plus

The Momentum Central Contractor Registration (CCR) Connector is a web-based, multi-user application that enables the customer to select appropriate CCR vendors and automatically integrate the vendors into designated agency application(s). The Momentum CCR Connector solution includes:

- A staging database for the bulk transfer of the initial vendor data (and any periodic vendor additions, removal/deletions or updates) from the CCR database into the customer's environment.
- A web-based interface that will enable users to select vendors, which are appropriate for the customer, in order to automatically transfer, via a seamless integration process, the relevant data elements in parallel and populate the designated target agency applications.

The following system capabilities are included in Momentum CCR Connector:

- Momentum CCR Staging Database—allows agencies to store and manage CCR records before they are uploaded into the specific agency applications.
- Momentum CCR Transformation Agent—enables agencies to load vendor data from CCR and specify which CCR vendors are to be transferred from the Momentum CCR Staging Database to the agency target applications.
- Momentum CCR Publishing Agent—enables agencies to transform a file containing CCR records that have been selected for use from the Momentum CCR Staging Database for publication to agency target applications.
- Momentum CCR Subscribing Agent—enables agencies to automatically update target agency applications with published CCR records. CGI Federal provides Subscribing Agents for each of the CGI Federal Product Suites (Momentum Financials, and Momentum Acquisitions).
- Momentum System Administration—provides supporting tools for the Momentum CCR Connector process (e.g., configuration of information security controls).

The distinction between Momentum CCR Connector and Momentum CCR Connector Plus is that Momentum CCR Connector Plus includes WebLogic to support the application's web-based architecture.

Momentum CCR Connector and Momentum CCR Connector Plus are licensed in increments of two (2) CPUs for production usage. The minimum purchase level is two (2) CPUs. A predefined number of CPUs will be included for development, test, and continuity of operations environments.

Upon purchase of CGI Federal's Momentum CCR Connector Plus software license, the client receives the following third party embedded products:

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- ***Third Party Products.*** The following third party product licenses are provided with the Momentum CCR Connector application:
  - WebLogic Advantage Edition

Momentum Timekeeping and Momentum Timekeeping Plus

Momentum Timekeeping is a web-based, multi-user application that supports online collection and processing of employee time and attendance data. This includes such functions as creation, maintenance, submission, and approval of employee timesheets. Data collected through Momentum Timekeeping can be used as input for payroll processing, customer billing, managerial cost accounting, and for manpower and budget management functions.

Momentum Timekeeping can be implemented as a seamless component of CGI Federal's product suite. Alternatively, Momentum Timekeeping can be implemented as a web platform for the collection of time and attendance information that can interact directly with non-CGI Federal external systems to exchange business data and process interdependent transactions.

The following system capabilities are included in Momentum Timekeeping:

- **Timesheet Creation**—allows for manual and automated methods for creating employee timesheets for the current or future pay periods.
- **Timesheet Maintenance**—supports day-to-day posting of employee time against agency defined work codes, as well as the recording of the clock hours worked.
- **Timesheet Submission**—supports the system validation and employee certification and submission of timesheets for approval by the employee's supervisor.
- **Timesheet Approval/Rejection**—provides approvers with the option to approve an employee's timesheet or reject the submitted timesheet and return it back to the submitting employee with comments.
- **Timesheet Revision**—allows an employee to revise an approved timesheet and re-submit it to their supervisor for approval.
- **Employee Surrogate**—allows for identified authorized users to create and maintain timesheets for other employees.
- **System Administration**—provides supporting tools for the Timekeeping process (e.g., configuration of information security controls).

The distinction between Momentum Timekeeping and Momentum Timekeeping Plus is that Momentum Timekeeping Plus includes WebLogic to support the application's web-based architecture.

Momentum Timekeeping and Momentum Timekeeping Plus are licensed in increments of two (2) CPUs for production usage. The minimum purchase level is two (2) CPUs. A predefined number of CPUs will be included for development, test, and continuity of operations environments.

Upon purchase of CGI Federal's Momentum Timekeeping Plus software license, the client receives the following third party embedded products:

- ***Third Party Products.*** The following third party product licenses are provided with the Momentum Timekeeping application:
  - WebLogic Advantage Edition

Momentum Vendor Self Service and Momentum Vendor Self-Service Plus

Momentum Vendor Self Service is a web-based, multi-user application that supports online interaction and business information exchange between a buying organization and the vendor community via a web

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site. This includes such functions as solicitation posting, vendor solicitation responses, award and order posting, invoice submission, payment status posting, and vendor performance evaluation information exchange.

Momentum Vendor Self Service can be implemented as a seamless component of CGI Federal's product suite. Alternatively, with the purchase of Momentum Enterprise Integration Frameworks, Momentum Vendor Self Service can be implemented as a web platform for vendor interaction that can interact directly with non-CGI Federal external systems to exchange business data and process interdependent transactions.

The following system capabilities are included in Momentum Vendor Self Service:

- **Solicitation Posting**—posts solicitations and solicitation amendments for vendor access.
- **Vendor Solicitation Responses**—enables vendors to enter responses to a solicitation (e.g., price and proposal information) and submit their responses to the buying organization.
- **Award and Order Posting**—posts award and order information, including modifications, to winning vendors.
- **Invoice Submission**—enables vendors to submit invoices to the buying organization.
- **Payment Status Posting**—presents payment status information to vendors.
- **Vendor Performance Evaluation**—enables the buying organization to post performance evaluation information for review by the vendor being evaluated. This capability also enables the vendor to submit self-evaluations of their performance to the buying organization.
- **System Administration**—provides supporting tools for the vendor self-service process (e.g., configuration of information security controls).

The distinction between Momentum Vendor Self Service and Momentum Vendor Self Service Plus is that Momentum Vendor Self Service Plus includes BEA WebLogic to support the application' s web-based architecture.

Momentum Vendor Self Service and Momentum Vendor Self Service Plus are licensed in increments of two (2) CPUs for production usage. The minimum purchase level is two (2) CPUs. A predefined number of CPUs will be included for development, test, and continuity of operations environments.

Upon purchase of CGI Federal's Momentum Vendor Self Service Plus software license, the client receives the following third party embedded products:

- ***Third Party Products.*** The following third party product licenses are provided with the Momentum Vendor Self Service application:
  - WebLogic Advantage Edition

Momentum Financial Data Exchange (FDX) and Momentum Financial Data Exchange Plus

The Momentum Financial Data Exchange (FDX) is an intelligent data exchange that understands the unique qualities of financial information in order to provide the correct data faster than a traditional data exchange. This module enables development of data APIs (Application Programming Interfaces) that can be used by external systems such as a Next Generation Desktop application or a mobile application. In general, APIs allow applications to provide integrated business functionality leveraging individual capabilities from different systems/modules. FDX provides Data APIs to read and write Momentum data. These Momentum Data APIs can be used to display or update Momentum data directly in or from agency mission systems or applications that support various business processes. The FDX application platform can be further leveraged for customized API development to read and write data from multiple agency backend systems, providing a single access point for agency data.

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FDX Data APIs are based on open web standards such as HTTP, REST, JSON and XML. This makes the API easy to use without any special purpose middleware or stack, and can be used for any type of integration scenarios, especially those that are user-interface driven such as Next Generation web applications including Java script frameworks and mobile applications.

Momentum MAXIMO Asset Management

The Momentum MAXIMO Asset Management, powered by IBM, provides comprehensive asset management capabilities. This solution, which has been integrated with Momentum Financials and Momentum Acquisitions, enables agencies to successfully manage production & operations equipment, facilities, IT, and transportation assets in alignment with their business objectives. This solution consists of six key modules which are provided as a single bundle:

- **Asset Management**—provides a comprehensive system with the controls to track and manage asset data throughout its life cycle.
- **Work Management**—supports both planned and unplanned maintenance activities, from initial work request and work order generation through completion and recording of actuals.
- **Service Management**—allows end-users to submit service requests, as well as track and update open service requests.
- **Contract Management**—provides comprehensive contract management functionality giving control over vendor contracts and supporting purchase, lease, rental, warranty, labor rate, master, blanket and user-defined contracts.
- **Materials Management**—tracks asset-related materials and their usage. All transactions involving materials are recorded, allowing for real-time knowledge of materials status.
- **Procurement Management**—supports all phases of enterprise-wide procurement, including direct purchase requirements and inventory replenishment. These capabilities inform buyers about requisition, quotation, vendor, purchase order and contract data, allowing them to plan proactively.

Momentum MAXIMO Integration Adaptor contains the integration logic for the integration between Momentum Financials/Acquisitions and Momentum – MAXIMO Asset Management. This module is available only for those agencies that already own Momentum and MAXIMO licenses and want to integrate the products. This application is included with the purchase of Momentum – MAXIMO Asset Management.

Upon purchase of CGI Federal's Momentum MAXIMO Asset Management Solutions licenses, the client receives the following embedded products:

- ***Third Party Products.*** The following third party product licenses are provided with the Momentum MAXIMO Asset Management application (both for production and non-production usage):
  - One (1) MAXIMO Asset Management user license for each named user license purchased of Momentum MAXIMO Asset Management.

The following modules are available to complement Momentum - MAXIMO Asset Management. These three modules provide remote access to the asset management functionality through a wide variety of hand-held computing devises. Each of these modules are priced and purchased separately:

- **Momentum MAXIMO Mobile Work Manager**—provides technicians with mobile access to the full range of capabilities needed to work more productively.
- **Momentum MAXIMO Mobile Inventory Manager**—keeps a storeroom running smoothly to provide the right parts, for the right job at the right time.

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- **Momentum MAXIMO Mobile Auditor**—maintains accountability for critical assets and collects/enhances vital asset information.

Momentum Integration Adaptor

This module contains the logic for the integration between Momentum Financials/Acquisitions and other COTS vendor application. Integration adaptors for the following applications are available. Additional adaptors can be created upon request.

Momentum Financials	Approva
Momentum Financials	Grantium
Momentum Financials	Captiva
Momentum Financials	MAXIMO Asset Management
Momentum Acquisitions	MAXIMO Asset Management
Momentum Acquisitions	SAP Financials
Momentum Performance Budgeting	Oracle Financials

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Momentum Financials			
UOI	SIN 132-32 License Price MOM-FIN-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-FIN-0000-0100M	Notes
Base	$554,679	$9,672/MO	1,7,13,15,16
1-25 Users	$120,799	$2,083/MO	1,2,4,14
26-50 Users	$206,135	$3,551/MO	1,2,4,14
51-100 Users	$351,315	$6,045/MO	1,2,4,14
101-200 Users	$600,672	$10,302/MO	1,2,4,14
201-300 Users	$814,564	$13,929/MO	1,2,4,14
301-400 Users	$996,317	$17,002/MO	1,2,4,14
401-500 Users	$1,153,688	$19,671/MO	1,2,4,14
501-600 Users	$1,287,787	$21,913/MO	1,2,4,14
601-700 Users	$1,404,153	$23,827/MO	1,2,4,14
701-800 Users	$1,503,895	$25,465/MO	1,2,4,14
801-1000 Users	$1,803,123	$30,502/MO	1,2,4,8,14
Limited Use - Per User	**MOM-FIN-LIM-0100L / $4,108**	**MOM-FIN-LIM-0100M / $69/MO**	**1,3,4, 15**
Reports Portal - Per User	**MOM-FIN-BP-0100L / $60**	**MOM-FIN-BP-0100M / $1/MO**	**1,2,3,4,14**
Subscription - Per User	**MOM-FIN-0000-0100S / $10,942**		**1,2**

Momentum Financials Plus			
UOI	SIN 132-32 License Price MOM-FINP-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-FINP-0000-0100M	Notes
Base	$742,359	$12,373/MO	1,2,4,5,11,13,15,16,17
1-25 Users	$161,569	$2,693/MO	1,2,4,11,14
26-50 Users	$275,705	$4,595/MO	1,2,4,11,14
51-100 Users	$469,884	$7,831/MO	1,2,4,11,14
101-200 Users	$803,398	$13,390/MO	1,2,4,11,14
201-300 Users	$1,089,479	$18,158/MO	1,2,4,11,14
301-400 Users	$1,332,574	$22,210/MO	1,2,4,11,14
401-500 Users	$1,543,058	$25,718/MO	1,2,4,11,14
501-600 Users	$1,722,414	$28,707/MO	1,2,4,11,14
601-700 Users	$1,878,054	$31,301/MO	1,2,4,11,14
701-800 Users	$2,053,285	$34,222/MO	1,2,4,11,14
801-1000 Users	$2,432,105	$40,535/MO	1,2,4,8,11,14
Limited Use - Per User	**MOM-FINP-LIM-0100L / $5,493**	**MOM-FINP-LIM-0100M / $92/MO**	**1,3,4, 15**
Reports Portal - Per User	**MOM-FINP-BP-0100L / $77**	**MOM-FINP-BP-0100M / $1/MO**	**1,2,3,4,14**
Subscription - Per User	**MOM-FINP-0000-0100S / $14,636**		**1,2**

Momentum Budget Execution			
UOI	SIN 132-32 License Price MOM-BUD-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-BUD-0000-0100M	Notes
Base	$110,936	$1,934/MO	1,7,13,15,16,18
1-25 Users	$24,160	$417/MO	1,2,4,14
26-50 Users	$41,227	$710/MO	1,2,4,14
51-100 Users	$70,263	$1,209/MO	1,2,4,14

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Momentum Budget Execution			
101-200 Users	$120,134	$2,060/MO	1,2,4,14
201-300 Users	$162,913	$2,786/MO	1,2,4,14
301-400 Users	$199,263	$3,400/MO	1,2,4,14
401-500 Users	$230,738	$3,934/MO	1,2,4,14
501-600 Users	$257,557	$4,383/MO	1,2,4,14
601-700 Users	$280,831	$4,765/MO	1,2,4,14
701-800 Users	$300,779	$5,093/MO	1,2,4,14
801-1000 Users	$360,625	$6,100/MO	1,2,4,8,14
Reports Portal - Per User	**MOM-BUD-BP-0100L / $12**	**MOM-BUD-BP-0100M / $1/MO**	**1,2,3,4,14**
Subscription - Per User	**MOM-BUD-0000-0100S / $2,188**		**1,2**
Tenant Subscription - Per User	**MOM-BUD-0000-010ST / $984**		**1,2**

Momentum Budget Execution Plus			
UOI	SIN 132-32 License Price MOM-BUDP-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-BUDP-0000-0100M	Notes
Base	$148,472	$2,475/MO	1,2,4,5,11,13,15,16,17,18
1-25 Users	$32,314	$539/MO	1,2,4,11,14
26-50 Users	$55,141	$919/MO	1,2,4,11,14
51-100 Users	$93,977	$1,566/MO	1,2,4,11,14
101-200 Users	$160,680	$2,678/MO	1,2,4,11,14
201-300 Users	$217,896	$3,632/MO	1,2,4,11,14
301-400 Users	$266,515	$4,442/MO	1,2,4,11,14
401-500 Users	$308,612	$5,144/MO	1,2,4,11,14
501-600 Users	$344,483	$5,741/MO	1,2,4,11,14
601-700 Users	$375,611	$6,260/MO	1,2,4,11,14
701-800 Users	$410,657	$6,844/MO	1,2,4,11,14
801-1000 Users	$486,421	$8,107/MO	1,2,4,8,11,14
Reports Portal - Per User	**MOM-BUDP-BP-0100L / $15**	**MOM-BUDP-BP-0100M / $1/MO**	**1,2,3,4,14**
Subscription - Per User	**MOM-BUDP-0000-0100S / $2,927**		**1,2**

Momentum Fee Management			
UOI	SIN 132-32 License Price MOM-FEE-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-FEE-0000-0100M	Notes
Base	$277,340	$4,836/MO	1,7,13,15,16,18
1-25 Users	$60,400	$1,042/MO	1,2,4,14
26-50 Users	$103,067	$1,776MO	1,2,4,14
51-100 Users	$175,658	$3,023/MO	1,2,4,14
101-200 Users	$300,336	$5,151/MO	1,2,4,14
201-300 Users	$407,282	$6,965/MO	1,2,4,14
301-400 Users	$498,158	$8,501/MO	1,2,4,14
401-500 Users	$576,844	$9,836/MO	1,2,4,14
501-600 Users	$643,893	$10,957/MO	1,2,4,14
601-700 Users	$702,076	$11,914/MO	1,2,4,14
701-800 Users	$751,948	$12,733/MO	1,2,4,14

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Momentum Fee Management			
801-1000 Users	$901,561	$15,252/MO	1,2,4,8,14
Reports Portal - Per User	**MOM-FEE-BP-0100L / $30**	**MOM-FEE-BP-0100M / $1/MO**	**1,2,3,4,14**
Subscription - Per User	**MOM-FEE-0000-0100S / $5,472**		**1,2**

Momentum Fee Management Plus			
UOI	SIN 132-32 License Price MOM-FEEP-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-FEEP-0000-0100M	Notes
Base	$371,180	$6,186/MO	1,2,4,5,11,13,15,16,17,18
1-25 Users	$80,784	$1,346/MO	1,2,4,11,14
26-50 Users	$137,852	$2,297/MO	1,2,4,11,14
51-100 Users	$234,942	$3,916/MO	1,2,4,11,14
101-200 Users	$401,699	$6,695/MO	1,2,4,11,14
201-300 Users	$544,739	$9,079/MO	1,2,4,11,14
301-400 Users	$666,287	$11,105/MO	1,2,4,11,14
401-500 Users	$771,529	$12,859/MO	1,2,4,11,14
501-600 Users	$861,207	$14,354/MO	1,2,4,11,14
601-700 Users	$939,027	$15,651/MO	1,2,4,11,14
701-800 Users	$1,026,643	$17,110/MO	1,2,4,11,14
801-1000 Users	$1,216,053	$20,268/MO	1,2,4,8,11,14
Reports Portal - Per User	**MOM-FEEP-BP-0100L / $38**	**MOM-FEEP-BP-0100M / $1/MO**	**1,2,3,4,14**
Subscription - Per User	**MOM-FEEP-0000-0100S / $7,317**		**1,2**

Momentum Contract Management			
UOI	SIN 132-32 License Price MOM-FIN-CM-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-FIN-CM-0100M	Notes
Base	$103,067	$1,808/MO	1,3,4,13,16,17
1-25 Users	$23,273	$413/MO	1,2,4,14
26-50 Users	$39,897	$700/MO	1,2,4,14
51-100 Users	$68,712	$1,194/MO	1,2,4,14
101-200 Users	$116,366	$2,035/MO	1,2,4,14
201-300 Users	$157,372	$2,745/MO	1,2,4,14
301-400 Users	$191,727	$3,355/MO	1,2,4,14
401-500 Users	$221,650	$3,869/MO	1,2,4,14
501-600 Users	$246,032	$4,307/MO	1,2,4,14
601-700 Users	$267,088	$4,675/MO	1,2,4,14
701-800 Users	$285,929	$4,992/MO	1,2,4,14
801-1000 Users	$341,341	$5,974/MO	1,2,4,8,14
Subscription - Per User	**MOM-FIN-CM-0100S / $2,046**		**1,2**

Momentum Fixed Assets			
UOI	SIN 132-32 License Price MOM-FIN-FA-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-FIN-FA-0100M	Notes
Base	$93,647	$1,657/MO	1,3,4,13,16,17
1-25 Users	$20,503	$358/MO	1,2,4,14
26-50 Users	$34,910	$610/MO	1,2,4,14

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Momentum Fixed Assets			
51-100 Users	$59,291	$1,038/MO	1,2,4,14
101-200 Users	$100,851	$1,763/MO	1,2,4,14
201-300 Users	$135,761	$2,383/MO	1,2,4,14
301-400 Users	$166,238	$2,907/MO	1,2,4,14
401-500 Users	$191,727	$3,350/MO	1,2,4,14
501-600 Users	$213,338	$3,733/MO	1,2,4,14
601-700 Users	$231,624	$4,055/MO	1,2,4,14
701-800 Users	$247,694	$4,327/MO	1,2,4,14
801-1000 Users	$295,903	$5,179/MO	1,2,4,8,14
Subscription - Per User	**MOM-FIN-FA-0100S / $1,849**		**1,2**

Momentum Project Cost Accounting			
UOI	SIN 132-32 License Price MOM-FIN-PCAS-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-FIN-PCAS-0100M	Notes
Base	$93,647	$1,657/MO	1,3,4,13,16,17
1-25 Users	$20,503	$358/MO	1,2,4,14
26-50 Users	$34,910	$610/MO	1,2,4,14
51-100 Users	$59,291	$1,038/MO	1,2,4,14
101-200 Users	$100,851	$1,763/MO	1,2,4,14
201-300 Users	$135,761	$2,383/MO	1,2,4,14
301-400 Users	$166,238	$2,907/MO	1,2,4,14
401-500 Users	$191,727	$3,350/MO	1,2,4,14
501-600 Users	$213,338	$3,733/MO	1,2,4,14
601-700 Users	$231,624	$4,055/MO	1,2,4,14
701-800 Users	$247,694	$4,327/MO	1,2,4,14
801-1000 Users	$295,903	$5,179/MO	1,2,4,8,14
Subscription - Per User	**MOM-FIN-PCAS-0100S / $1,849**		**1,2**

Momentum Travel Accounting			
UOI	SIN 132-32 License Price MOM-FIN-TA-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-FIN-TA-0100M	Notes
Base	$93,647	$1,657/MO	1,3,4,13,16,17
1-25 Users	$21,611	$365/MO	1,2,4,14
26-50 Users	$37,126	$625/MO	1,2,4,14
51-100 Users	$63,724	$1,068/MO	1,2,4,14
101-200 Users	$110,271	$1,838/MO	1,2,4,14
201-300 Users	$150,168	$2,503/MO	1,2,4,14
301-400 Users	$185,078	$3,085/MO	1,2,4,14
401-500 Users	$215,001	$3,583/MO	1,2,4,14
501-600 Users	$241,599	$4,027/MO	1,2,4,14
601-700 Users	$264,872	$4,415/MO	1,2,4,14
701-800 Users	$285,374	$4,756/MO	1,2,4,14
801-1000 Users	$343,558	$5,726/MO	1,2,4,8,14
Subscription - Per User	**MOM-FIN-TA-0100S / $1,867**		**1,2**

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Momentum Identity Provider			
UOI	SIN 132-32 License Price MOM-IDP-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-IDP-0000-0100M	Notes
1-25 Users	$385	$6MO	1,2,4,14
26-50 Users	$655	$11/MO	1,2,4,14
51-100 Users	$1,113	$19/MO	1,2,4,14
101-200 Users	$1,893	$32/MO	1,2,4,14
201-300 Users	$2,413	$40/MO	1,2,4,14
301-400 Users	$2,735	$46/MO	1,2,4,14
401-500 Users	$2,906	$48/MO	1,2,4,14
501-600 Users	$2,964	$49/MO	1,2,4,14
601-700 Users	$3,112	$52/MO	1,2,4,14
701-800 Users	$3,201	$53/MO	1,2,4,14
801-1000 Users	$3,601	$60/MO	1,2,4,8,14
Subscription - Per User	**MOM-IDP-0000-0100S / $31**		**1,2**

Momentum Identity Provider Plus			
UOI	SIN 132-32 License Price MOM-IDPP-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-IDPP-0000-0100M	Notes
1-25 Users	$489	$8/MO	1,2,4,11,14
26-50 Users	$832	$14/MO	1,2,4,11,14
51-100 Users	$1,414	$24/MO	1,2,4,11,14
101-200 Users	$2,404	$40/MO	1,2,4,11,14
201-300 Users	$3,065	$51/MO	1,2,4,11,14
301-400 Users	$3,473	$58/MO	1,2,4,11,14
401-500 Users	$3,690	$62/MO	1,2,4,11,14
501-600 Users	$3,764	$63/MO	1,2,4,11,14
601-700 Users	$3,952	$66/MO	1,2,4,11,14
701-800 Users	$4,065	$68/MO	1,2,4,11,14
801-1000 Users	$4,573	$76/MO	1,2,4,8,11,14
Subscription - Per User	**MOM-IDPP-0000-0100S / $39**		**1,2**

Momentum Enterprise Integration Framework			
UOI	SIN 132-32 License Price MOM-EIF-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-EIF-0000-0100M	Notes
Enterprise	$619,555	$10,326/MO	4,9,13,17
Single Integration	$60,205	$1,003/MO	4,9,13,17

Momentum Contracting Apps			
UOI	SIN 132-32 License Price MOM-CA-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-CA-0000-0100M	Notes
Base	$98,122	$1,635/MO	1,3,4,13,16,17
1-25 Users	$23,510	$392/MO	1,2,4,14
26-50 Users	$39,967	$666/MO	1,2,4,14
51-100 Users	$67,945	$1,132/MO	1,2,4,14
101-200 Users	$115,506	$1,925/MO	1,2,4,14
201-300 Users	$155,933	$2,599/MO	1,2,4,14

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Momentum Contracting Apps			
301-400 Users	$190,296	$3,172/MO	1,2,4,14
401-500 Users	$219,504	$3,658/MO	1,2,4,14
501-600 Users	$244,332	$4,072/MO	1,2,4,14
601-700 Users	$265,435	$4,424/MO	1,2,4,14
701-800 Users	$283,372	$4,723/MO	1,2,4,14
801-1000 Users	$339,047	$5,651/MO	1,2,4,8,14
Subscription - Per User	**MOM-CA-0000-0100S / $1,970**		1,2

Momentum Acquisitions			
UOI	SIN 132-32 License Price MOM-ACQ-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-ACQ-0000-0100M	Notes
Base	$141,100	$2,352/MO	1,3,4,5,11,13,15,16,17,18
1-25 Users	$78,960	$1,316/MO	1,2,4,11,14
26-50 Users	$106,693	$1,778/MO	1,2,4,11,14
51-100 Users	$153,839	$2,564/MO	1,2,4,11,14
101-200 Users	$233,988	$3,900MO	1,2,4,11,14
201-300 Users	$302,114	$5,035/MO	1,2,4,11,14
301-400 Users	$360,022	$6,001/MO	1,2,4,11,14
401-500 Users	$409,243	$6,821/MO	1,2,4,11,14
501-600 Users	$451,082	$7,518/MO	1,2,4,11,14
601-700 Users	$486,645	$8,110/MO	1,2,4,11,14
701-800 Users	$516,872	$8,614/MO	1,2,4,11,14
801-1000 Users	$610,693	$10,178/MO	1,2,4,8,11,14
Limited Use - Per User	**MOM-ACQ-LIM-0100L / $2,685**	**MOM-ACQ-LIM-0100M / $44/MO**	**1,3,4, 15**
Reports Portal - Per User	**MOM-ACQ-BP-0100L / $58**	**MOM-ACQ-BP-0100M / $1/MO**	**1,2,3,4,14**
Subscription - Per User	**MOM-ACQ-0000-0100S / $3,559**		**1,2**

Momentum Acquisitions Plus			
UOI	SIN 132-32 License Price MOM-ACQP-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-ACQP-0000-0100M	Notes
Base	$188,727	$3,340/MO	1,3,4,5,11,13,15,16,17
1-25 Users	$105,612	$1,760/MO	1,2,4,11,14
26-50 Users	$142,706	$2,378/MO	1,2,4,11,14
51-100 Users	$205,766	$3,429/MO	1,2,4,11,14
101-200 Users	$312,968	$5,216/MO	1,2,4,11,14
201-300 Users	$404,089	$6,735/MO	1,2,4,11,14
301-400 Users	$481,543	$8,026/MO	1,2,4,11,14
401-500 Users	$568,230	$9,471/MO	1,2,4,11,14
501-600 Users	$656,890	$10,949/MO	1,2,4,11,14
601-700 Users	$745,550	$12,425/MO	1,2,4,11,14
701-800 Users	$832,195	$13,870/MO	1,2,4,11,14
801-1000 Users	$1,024,628	$17,077/MO	1,2,4,8,11,14
Limited Use - Per User	**MOM-ACQP-LIM-0100L / $3,951**	**MOM-ACQP-LIM-0100M / $59/MO**	**1,3,4, 15**
Reports Portal - Per User	**MOM-ACQP-BP-0100L / $78**	**MOM-ACQP-BP-0100M / $1/MO**	**1,2,3,4,14**
Subscription - Per User	**MOM-ACQP-0000-0100S / $4,760**		**1,2**

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Momentum Business Insights			
UOI	SIN 132-32 License Price MOM-BI-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-BI-0000-0100M	Notes
Base	$144,946	$2,416/MO	1,7,13,15,16
1-25 Users	$24,101	$402/MO	1,2,4,14
26-50 Users	$48,704	$812/MO	1,2,4,14
51-100 Users	$97,323	$1,622/MO	1,2,4,14
101-200 Users	$194,647	$3,244/MO	1,2,4,14
201-300 Users	$283,675	$4,728/MO	1,2,4,14
301-400 Users	$389,293	$6,488/MO	1,2,4,14
401-500 Users	$486,616	$8,110/MO	1,2,4,14
501-600 Users	$583,940	$9,732/MO	1,2,4,14
601-700 Users	$681,262	$11,355/MO	1,2,4,14
701-800 Users	$795,812	$13,264/MO	1,2,4,14
801-1000 Users	$973,233	$16,221/MO	1,2,4,8,14
Subscription – Per User	**MOM-BI-0000-0100S/$8,284**		**1,2**

Momentum Business Insights Plus			
UOI	SIN 132-32 License Price MOM-BIP-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-BIP-0000-0100M	Notes
Base	$174,298	$2,905/MO	1,3,4,5,11,13,16,17
1-25 Users	$28,982	$483/MO	1,2,4,11,14
26-50 Users	$58,566	$976/MO	1,2,4,11,14
51-100 Users	$117,031	$1,951/MO	1,2,4,11,14
101-200 Users	$234,062	$3,901/MO	1,2,4,11,14
201-300 Users	$341,119	$5,685/MO	1,2,4,11,14
301-400 Users	$468,125	$7,802/MO	1,2,4,11,14
401-500 Users	$585,156	$9,753/MO	1,2,4,11,14
501-600 Users	$702,187	$11,703/MO	1,2,4,11,14
601-700 Users	$819,218	$13,654/MO	1,2,4,11,14
701-800 Users	$936,250	$15,604/MO	1,2,4,11,14
801-1000 Users	$1,170,312	$19,505/MO	1,2,4,8,11,14
Subscription – Per User	**MOM-BIP-0000-0100S/$9,961**		**1,2**

Momentum Business Analytics			
UOI	SIN 132-32 License Price MOM-BA-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-BA-0000-0100M	Notes
Base	108,810	$2,005/MO	1,3,4,5,13,18
1-25 Users	$7,758	$114/MO	1,2,4,14
26-50 Users	$16,120	$227/MO	1,2,4,14
51-100 Users	$32,139	$453/MO	1,2,4,14
101-200 Users	$64,279	$907/MO	1,2,4,14
201-300 Users	$86,444	$1,365/MO	1,2,4,14
301-400 Users	$128,557	$1,819/MO	1,2,4,14
401-500 Users	$160,696	$2,272/MO	1,2,4,14

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Momentum Business Analytics			
501-600 Users	$192,836	$2,725/MO	1,2,4,14
601-700 Users	$224,975	$3,189/MO	1,2,4,14
701-800 Users	$257,114	$3,637/MO	1,2,4,14
801-1000 Users	$321,393	$4,544/MO	1,2,4,8,14

Momentum Business Analytics Lite			
UOI	SIN 132-32 License Price MOM-BA-LITE-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-BA-LITE-0100M	Notes
Base	$32,744	$630/MO	1,3,4,5,13
1-25 Users	$10,611	$151/MO	1,2,4,14
26-50 Users	$21,223	$302/MO	1,2,4,14
51-100 Users	$42,446	$605/MO	1,2,4,14
101-200 Users	$84,892	$1,214/MO	1,2,4,14
201-300 Users	$127,338	$1,824/MO	1,2,4,14
301-400 Users	$169,784	$2,428/MO	1,2,4,14
401-500 Users	$212,230	$3,033/MO	1,2,4,14
501-600 Users	$254,676	$3,642/MO	1,2,4,14
601-700 Users	$297,122	$4,247/MO	1,2,4,14
701-800 Users	$339,568	$4,856/MO	1,2,4,14
801-1000 Users	$424,460	$6,070/MO	1,2,4,8,14

Momentum Business Dashboard			
UOI	SIN 132-32 License Price MOM-BA-D-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-BA-D-0100M	Notes
Base	$32,744	$630/MO	1,3,4,5,13
1-25 Users	$13,223	$186/MO	1,2,4,14
26-50 Users	$26,446	$373/MO	1,2,4,14
51-100 Users	$52,892	$751/MO	1,2,4,14
101-200 Users	$105,783	$1,501/MO	1,2,4,14
201-300 Users	$158,675	$2,257/MO	1,2,4,14
301-400 Users	$211,567	$3,007/MO	1,2,4,14
401-500 Users	$264,459	$3,758/MO	1,2,4,14
501-600 Users	$317,350	$4,509/MO	1,2,4,14
601-700 Users	$370,242	$5,264/MO	1,2,4,14
701-800 Users	$423,134	$6,015/MO	1,2,4,14
801-1000 Users	$528,917	$7,521/MO	1,2,4,8,14

Momentum Business Monitor			
UOI	SIN 132-32 License Price MOM-BA-M-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-BA-M-0100M	Notes
Base	$32,744	$630/MO	1,3,4,5,13
1-25 Users	$8,001	$116/MO	1,2,4,14
26-50 Users	$16,000	$227/MO	1,2,4,14
51-100 Users	$32,000	$458/MO	1,2,4,14
101-200 Users	$64,000	$922/MO	1,2,4,14
201-300 Users	$96,001	$1,385/MO	1,2,4,14

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Momentum Business Monitor			
301-400 Users	$128,001	$1,844/MO	1,2,4,14
401-500 Users	$160,001	$2,307/MO	1,2,4,14
501-600 Users	$192,001	$2,771/MO	1,2,4,14
601-700 Users	$224,002	$3,234/MO	1,2,4,14
701-800 Users	$256,002	$3,692/MO	1,2,4,14
801-1000 Users	$320,002	$4,619/MO	1,2,4,8,14
Momentum Business Data Warehouse			
UOI	**SIN 132-32 License Price MOM-DW-0000-0100L**	**SIN 132-34 Maintenance Price/Monthly (MO) MOM-DW-0000-0100M**	**Notes**
4 CPU – Per CPU	$205,369	$3,423/MO	1,2,3,4,5,11,12,13
6 CPU – Per CPU	$308,053	$5,134/MO	1,2,3,4,5,11,12,13
8 CPU – Per CPU	$406,506	$6,775/MO	1,2,3,4,5,11,12,13
Momentum Performance Budgeting			
UOI	**SIN 132-32 License Price MOM-PB-0000-0100L**	**SIN 132-34 Maintenance Price/Monthly (MO) MOM-PB-0000-0100M**	**Notes**
Base	$117,475	$2,070/MO	1,3,7,13,15
1-25 Users	$50,425	$967/MO	1,2,4,14
26-50 Users	$82,842	$1,381/MO	1,2,4,14
51-100 Users	$136,869	$2,281/MO	1,2,4,14
101-200 Users	$234,118	$3,902/MO	1,2,4,14
201-300 Users	$313,358	$5,223/MO	1,2,4,14
301-400 Users	$381,792	$6,363/MO	1,2,4,14
401-500 Users	$443,023	$7,384/MO	1,2,4,14
501-600 Users	$486,245	$8,104/MO	1,2,4,14
601-700 Users	$529,466	$8,824/MO	1,2,4,14
701-800 Users	$558,281	$9,305/MO	1,2,4,14
801-1000 Users	$660,517	$11,009/MO	1,2,4,8,14
Limited Use - Per User	**MOM-PB-LIM-0100L / $1,714**	**MOM-PB-LIM-0100M / $29/MO**	**1,3,4,15**
Subscription - Per User	**MOM-PB-0000-0100S / $2,801**		**1,2**
Initial License	**MOM-PB-BB-0100L / $21,057**	**MOM-PB-BB-0100M / $373/MO**	**4,5,10**
Momentum Performance Budgeting Plus			
UOI	**SIN 132-32 License Price MOM-PBP-0000-0100L**	**SIN 132-34 Maintenance Price/Monthly (MO) MOM-PBP-0000-0100M**	**Notes**
Base	$155,526	$2,592/MO	1,3,4,5,11,13,15
1-25 Users	$109,818	$1,985/MO	1,2,4,14
26-50 Users	$120,900	$2,086/MO	1,2,4,14
51-100 Users	$173,823	$2,897/MO	1,2,4,14
101-200 Users	$297,330	$4,955/MO	1,2,4,14
201-300 Users	$397,964	$6,633/MO	1,2,4,14
301-400 Users	$484,876	$8,081/MO	1,2,4,14
401-500 Users	$562,639	$9,377/MO	1,2,4,14
501-600 Users	$617,531	$10,292/MO	1,2,4,14
601-700 Users	$672,422	$11,207/MO	1,2,4,14

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Momentum Performance Budgeting Plus			
701-800 Users	$709,017	$11,817/MO	1,2,4,14
801-1000 Users	$859,969	$14,333/MO	1,2,4,8,14
Limited Use - Per User	**MOM-PBP-LIM-0100L / $2,177**	**SIMOM-PBP-LIM-0100M / $36/MO**	**1,3,4,15**
Subscription - Per User	**MOM-PBP-0000-0100S / $3,557**		**1,2**
Initial License	**MOM-PBP-BB-0100L / $21,057**	**MOM-PBP-BB-0100M / $373/MO**	**4,5,10**

Momentum CCR Connector			
UOI	SIN 132-32 License Price MOM-CCRC-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-CCRC-0000-0100M	Notes
2 CPU – Per CPU	$36,018	$630/MO	1,2,3,4,6,7,11,12,13
4 CPU – Per CPU	$72,036	$1,259/MO	1,2,3,4,6,7,11,12,13
6 CPU – Per CPU	$108,054	$1,889/MO	1,2,3,4,6,7,11,12,13
8 CPU – Per CPU	$144,073	$2,519/MO	1,2,3,4,6,7,11,12,13
Subscription - Per CPU	**MOM-CCRC-0000-0100S / $7,672**		**1,2**

Momentum CCR Connector Plus			
UOI	SIN 132-32 License Price MOM-CCRCP-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-CCRCP-0000-0100M	Notes
2 CPU – Per CPU	$62,762	$1,058/MO	1,2,3,4,5,6,11,12,13
4 CPU – Per CPU	$125,523	$2,092/MO	1,2,3,4,5,6,11,12,13
6 CPU – Per CPU	$188,285	$3,138/MO	1,2,3,4,5,6,11,12,13
8 CPU – Per CPU	$251,046	$4,184/MO	1,2,3,4,5,6,11,12,13
Subscription - Per CPU	**MOM-CCRCP-0000-0100S / $13,368**		**1,2**

Momentum Timekeeping			
UOI	SIN 132-32 License Price MOM-TK-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-TK-0000-0100M	Notes
2 CPU – Per CPU	$36,018	$630/MO	1,2,3,4,6,7,11,12,13
4 CPU – Per CPU	$72,036	$1,259/MO	1,2,3,4,6,7,11,12,13
6 CPU – Per CPU	$108,054	$1,889/MO	1,2,3,4,6,7,11,12,13
8 CPU – Per CPU	$144,073	$2,519/MO	1,2,3,4,6,7,11,12,13
Subscription - Per CPU	**MOM-TK-0000-0100S / $7,672**		**1,2**

Momentum Timekeeping Plus			
UOI	SIN 132-32 License Price MOM-TKP-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-TKP-0000-0100M	Notes
2 CPU – Per CPU	$62,762	$1,058/MO	1,2,3,4,5,6,11,12,13
4 CPU – Per CPU	$125,523	$2,092/MO	1,2,3,4,5,6,11,12,13
6 CPU – Per CPU	$188,285	$3,138/MO	1,2,3,4,5,6,11,12,13
8 CPU – Per CPU	$251,046	$4,184/MO	1,2,3,4,5,6,11,12,13
Subscription - Per CPU	**MOM-TKP-0000-0100S / $13,368**		**1,2**

Momentum Vendor Self Service			
UOI	SIN 132-32 License Price MOM-VSS-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-VSS-0000-0100M	Notes
2 CPU – Per CPU	$36,018	$630/MO	1,2,3,4,6,7,11,12,13
4 CPU – Per CPU	$72,036	$1,259/MO	1,2,3,4,6,7,11,12,13
6 CPU – Per CPU	$108,054	$1,889/MO	1,2,3,4,6,7,11,12,13

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Momentum Vendor Self Service			
8 CPU – Per CPU	$144,073	$2,519/MO	1,2,3,4,6,7,11,12,13
Subscription - Per CPU	**MOM-VSS-0000-0100S / $7,672**		**1,2**

Momentum Vendor Self Service Plus			
UOI	SIN 132-32 License Price MOM-VSSP-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-VSSP-0000-0100M	Notes
2 CPU – Per CPU	$62,762	$1,058/MO	1,2,3,4,5,6,11,12,13
4 CPU – Per CPU	$125,523	$2,092/MO	1,2,3,4,5,6,11,12,13
6 CPU – Per CPU	$188,285	$3,138/MO	1,2,3,4,5,6,11,12,13
8 CPU – Per CPU	$251,046	$4,184/MO	1,2,3,4,5,6,11,12,13
Subscription - Per CPU	**MOM-VSSP-0000-0100S / $13,368**		**1,2**

Momentum Financial Data Exchange			
UOI	SIN 132-32 License Price MOM-FDX-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-FDX-0000-0100M	Notes
2 CPU – Per CPU	$36,018	$630/MO	1,2,3,4,6,7,11,12,13
4 CPU – Per CPU	$72,036	$1,259/MO	1,2,3,4,6,7,11,12,13
6 CPU – Per CPU	$108,054	$1,889/MO	1,2,3,4,6,7,11,12,13
8 CPU – Per CPU	$144,073	$2,519/MO	1,2,3,4,6,7,11,12,13
Subscription - Per CPU	**MOM-FDX-0000-0100S / $7,672**		**1,2**

Momentum Financial Data Exchange Plus			
UOI	SIN 132-32 License Price MOM-FDXP-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-FDXP-0000-0100M	Notes
2 CPU – Per CPU	$62,762	$1,058/MO	1,2,3,4,5,6,11,12,13
4 CPU – Per CPU	$125,523	$2,092/MO	1,2,3,4,5,6,11,12,13
6 CPU – Per CPU	$188,285	$3,138/MO	1,2,3,4,5,6,11,12,13
8 CPU – Per CPU	$251,046	$4,184/MO	1,2,3,4,5,6,11,12,13
Subscription - Per CPU	**MOM-FDXP-0000-0100S / $13,368**		**1,2**

Momentum MAXIMO Asset Management			
UOI	SIN 132-32 License Price MOM-MAM-0000-0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-MAM-0000-0100M	Notes
Base	$36,018	$1,224/MO	3,4,5,13
1-25 Users	$126,349	$2,106/MO	2,4,5,14
26-50 Users	$234,072	$3,901/MO	2,4,5,14
51-100 Users	$455,125	$7,585/MO	2,4,5,14
101-200 Users	$745,520	$12,425/MO	2,4,5,14
201-300 Users	$1,018,242	$16,971/MO	2,4,5,14
301-400 Users	$1,241,447	$20,691/MO	2,4,5,14
401-500 Users	$1,487,832	$24,797/MO	2,4,5,14
501-600 Users	$1,632,563	$27,209/MO	2,4,5,14
601-700 Users	$1,793,469	$29,891/MO	2,4,5,14
701-800 Users	$1,957,878	$32,631/MO	2,4,5,14
801-1000 Users	$2,434,444	$40,574/MO	2,4,5,14

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Momentum Integration Adaptor			
UOI	SIN 132-32 License Price MOM-MIA-0000--0100L	SIN 132-34 Maintenance Price/Monthly (MO) MOM-MIA-0000-0100M	Notes
Base	$36,018	$600/MO	3,4,13
1-25 Users	$24,079	$401/MO	2,3,4,14
26-50 Users	$37,194	$620/MO	2,3,4,14
51-100 Users	$59,490	$992/MO	2,3,4,14
101-200 Users	$97,393	$1,623/MO	2,3,4,14
201-300 Users	$129,610	$2,160/MO	2,3,4,14
301-400 Users	$156,995	$2,617/MO	2,3,4,14
401-500 Users	$180,272	$3,005/MO	2,3,4,14
501-600 Users	$200,057	$3,334/MO	2,3,4,14
601-700 Users	$216,875	$3,615/MO	2,3,4,14
701-800 Users	$231,170	$3,853/MO	2,3,4,14
801-1000 Users	$275,538	$4,592/MO	2,3,4,14
Subscription - Per User	**MOM-MIA-0000-0100S / $34,690**		**1,2**

Notes:

1. The technical environment to be supported for the Momentum and Momentum Plus software products will be identified in CGI Federal's technical proposal to the client agency. Standard maintenance support will be limited to the technical environment then supported by CGI Federal. If however, the Government requests CGI Federal to support the software in a non-standard technical environment, then this service will be available under technical support services, SIN 132-51. Momentum supports a specific combination of technical environments as noted within the Momentum Release Notes.

2. When a licensing entity requires additional licenses which exceed their current license tier then the licensing entity must provide funding for the differential between the current GSA list price at the licensing entities' present tier level and the current GSA list price at the new tier level. For example, if a licensing entity has paid for a 1-25 Users license fee for Momentum Financials and they want to move to the 26-50 Users license, then the new order must be funded as follows:

Momentum Financials, 26-50 Users License Fees	$186,000
Less: Momentum Financials, 1-25 Users License Fees Paid	($109,000)
Net Amount of Funding Required by Licensing Entity	$77,000

   If a licensing entity purchases licenses for additional users, those additional users do not re-earn a warranty. The additional users go immediately under maintenance if the initially purchased user licenses are under maintenance. If these additional users are purchased during the warranty period of the initial purchase, these users will enjoy the same remaining warranty period as the initial users.

3. If a Momentum module is purchased subsequent to the initial Momentum purchase, that module does not re-earn a warranty. If the additional module is purchased during the initial maintenance period, the additional module will be on the same timeline as the original warranty or maintenance period, so maintenance fees will be due in the month following the end of the initial maintenance period. If the additional module is purchased after the end of the initial maintenance period, no warranty applies. Maintenance fees will be due in the month directly following its purchase.

4. Monthly maintenance fees cited will be in effect for the first fiscal year. Pricing for subsequent years will be in accordance with the GSA Schedule pricing in effect at that time.

5. License Fees for 'Plus' type products are for CGI Federal supplied software and for the third party products identified in this Price List only. See the description of the software for a listing of the embedded third party products. Additional required third party products will be identified in CGI Federal's technical proposal to the client agency.

6. Momentum CCR Connector Plus, Momentum Timekeeping Plus, Momentum Vendor Self Service Plus, and Momentum Financial Data Exchange Plus are only available in increments of two (2) CPUs. The minimum purchase for each of these products is two (2) CPUs. Momentum Business Data Warehouse is only available in increments of

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two (2) CPUs. The minimum purchase this product is four (4) CPUs. Production and Non-Production CPUs use the same pricing tiers.

7. License Fees for non-'Plus' type products are for CGI Federal supplied software only and do not include required third party software products. Required third party products will be identified in CGI Federal's technical proposal to the client agency.
8. For clients who require licensing above the highest tier, CGI Federal will negotiate license fees on a case-by-case basis. CGI Federal reserves the right to offer and negotiate with the ordering entity terms, conditions, and prices which will constitute a site license for the licensing entity.
9. The Momentum Enterprise Integration Framework licenses are restricted to the integration of internal and external systems explicitly with Momentum. The Momentum Enterprise Integration Framework Enterprise license is not to exceed a combined 20 CPUs on the Integration and Broker servers. The product suites provide up to 10 CPU of development licenses.
10. Momentum Performance Budgeting – Budget Book Publishing is licensed for use on 'client machines' such as a desktop. Additional charges may apply for use on servers. This product also requires Adobe FrameMaker that must be procured separately by the customer.
11. The pricing of CGI Federal software is based on an assumption that the customer is using a specific number of licenses for production and non-production purposes (e.g., testing, development, etc.) to support the number of licenses purchased. The number of CPUs is determined as follows:
    - For 1- 300 named user licenses, 2 production CPUs and 4 non-production CPUs
    - For 301 – 500 named user licenses, 4 production CPUs and 8 non-production CPUs
    - For 501 – 700 named user licenses, 6 production CPUs and 8 non-production CPUs
    - For 801 – 1,000 named user licenses, 8 production CPUs and 8 non-production CPUs
    - For a 2 CPU license, 2 production CPUs and 2 non-production CPUs
    - For a 4 CPU license, 4 production CPUs and 2 non-production CPUs
    - For a 6 CPU license, 6 production CPUs and 4 non-production CPUs
    - For an 8 CPU license, 8 production CPUs and 4 non-production CPUs

    If the customer desires more CPUs usage than the number included in the pricing, there may be an additional cost for the software. If the customer requires more CPUs and or support for multi-core CPUs (such as Dual Core, etc.) or Cloud than those used in the pricing, there may be additional license fees and maintenance costs for the software. CGI Federal will work with the customer to determine the price differential, if any.
12. The pricing of CGI Federal software is based on a defined CPU type. If the customer requires support for multi-core CPUs (such as Dual Core, etc.), or Cloud there may be additional license fees and maintenance costs for the software. CGI Federal will work with the customer to determine the price differential, if any.
13. CGI Federal and its third party software vendors are only liable for the acts of its respective employees.
14. If the required number of users is a quantity that is within a specific tier, a derived tier adjustment will be made to the pricing. The credit for the adjustment is calculated by taking the difference of the previous tier, and the current tier, dividing the difference by the number of users in the current tier and then multiplying by the number of users not requested. Here is an example calculating the derived tier adjustment for 225 Momentum Financials Users:

List Price for 201-300 Users	$735,000
List Price for 101-200 Users	$542,000
Difference	$193,000
Divided by 100 Users	$1,930
Unused portion of tier (75) - Total for 225 Users	$144,750 (Derived Tier Adjustment)

15. Limited-Use and Restricted-Use licenses may be available on a case by case basis. The discounts for these licenses are determined based on either the limits placed on the functionality of the licenses, or the degree of restriction placed on the access to the Momentum subsystems.
16. Multi-tenant environments are only permitted with prior approval from CGI Federal. Pricing for new tenants will include a reduced base fee and the corresponding license fees for the new named users.
17. Momentum workflow is not to exceed 10 CPU of the embedded webMethods licenses.

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TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF CLOUD COMPUTING SERVICES (SPECIAL ITEM NUMBER 132-40)

*******NOTE: If offering related IT Professional Services over and above initial onboarding and training, reference SIN 132-51, per Guidance to Ordering Activities on Professional services below.***

1. SCOPE

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

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

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

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

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

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

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

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

Table 1: Cloud Computing Services SIN

[1] Offerors may optionally select the single sub-category that best fits each cloud service offering, per Service Model Guidance, or select no sub-category if the offering does not fit an existing NIST service model.

2. RESPONSIBILITIES OF THE CONTRACTOR

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

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a. Acceptance Testing

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

b. Training

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

c. Information Assurance/Security Requirements

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

d. Related Professional Services

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

e. Performance of Cloud Computing Services

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

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

f. Reporting

The Contractor shall respond to Ordering Activity requirements and specify general reporting capabilities available for the Ordering Activity to verify performance, cost and availability.

In accordance with commercial practices, the Contractor may furnish the Ordering Activity/user with a monthly summary Ordering Activity report.

3. RESPONSIBILITIES OF THE ORDERING ACTIVITY

The Ordering Activity is responsible for indicating the cloud computing services requirements unique to the Ordering Activity. Additional requirements should not contradict existing SIN or IT Schedule 70 Terms and Conditions. Ordering Activities should include (as applicable) Terms & Conditions to address Pricing, Security, Data Ownership, Geographic Restrictions, Privacy, SLAs, etc.

Cloud services typically operate under a shared responsibility model, with some responsibilities assigned to the Cloud Service Provider (CSP), some assigned to the Ordering Activity, and others shared between the two. The distribution of responsibilities will vary between providers and across service models. Ordering activities should engage with CSPs to fully understand and evaluate the shared responsibility model proposed. Federal Risk and Authorization Management Program (FedRAMP) documentation will be helpful regarding the security aspects of shared responsibilities, but operational aspects may require additional discussion with the provider.

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a. Ordering Activity Information Assurance/Security Requirements Guidance

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

ii. The Ordering Activity shall assign a required impact level for confidentiality, integrity and availability (CIA) prior to issuing the initial statement of work[2]. The Contractor must be capable of meeting at least the minimum security requirements assigned against a low-impact information system in each CIA assessment area (per FIPS 200) and must detail the FISMA capabilities of the system in each of CIA assessment area.

***2** ***Per* Federal Information Processing Standards Publication 199 & 200 (FIPS 199, *"Standards for Security Categorization of Federal Information and Information Systems"*) (FIPS 200, *"Minimum Security Requirements for Federal Information and Information Systems"*)**

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

iv. The Ordering Activity has final responsibility for assessing the FedRAMP status of the service, complying with and making a risk-based decision to grant an Authorization to Operate (ATO) for the cloud computing service, and continuous monitoring. A memorandum issued by the Office of Management and Budget (OMB) on Dec 8, 2011 outlines the responsibilities of Executive departments and agencies in the context of FedRAMP compliance. 3

3** ***MEMORANDUM FOR CHIEF INFORMATION OFFICERS: Security Authorization of Information Systems in Cloud Computing Environments. December 8, 2011

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

b. Deployment Model

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

c. Delivery Schedule

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

d. Interoperability

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

e. Performance of Cloud Computing Services

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

f. Reporting

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

g. Privacy

The Ordering Activity should specify the privacy characteristics of their service and engage with the Contractor to determine if the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could be requiring assurance that the service is capable of safeguarding Personally Identifiable Information (PII), in accordance with NIST SP 800-122[4] and OMB memos M-06-16[5] and M07-16[6]. An Ordering Activity will determine what data elements constitute PII according to OMB Policy, NIST Guidance and Ordering Activity policy.

h. Accessibility

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

4 NIST SP 800-122, "Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)"

5 MB memo M-06-16: Protection of Sensitive Agency Information
http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2006/m06-16.pdf

6 OMB Memo M-07-16: Safeguarding Against and Responding to the Breach of Personally Identifiable Information
http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf

i. Geographic Requirements

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

J. Data Ownership and Retrieval and Intellectual Property

Intellectual property rights are not typically transferred in a cloud model. In general, CSPs retain ownership of the Intellectual Property (IP) underlying their services and the customer retains ownership of its intellectual property. The CSP gives the customer a license to use the cloud services for the duration of the contract without transferring rights. The government retains ownership of the IP and data they bring to the customized use of the service as spelled out in the FAR and related materials.

General considerations of data ownership and retrieval are covered under the terms of Schedule 70 and the FAR and other laws, ordinances, and regulations (Federal, State, City, or otherwise). Because of considerations arising from cloud shared responsibility models, ordering activities should engage with the Contractor to develop more cloud-specific understandings of the boundaries between data owned by the government and that owned by the cloud service provider, and the specific terms of data retrieval.

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In all cases, the Ordering Activity should enter into an agreement with a clear and enforceable understanding of the boundaries between government and cloud service provider data, and the form, format and mode of delivery for each kind of data belonging to the government.

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

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

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

k. Service Location Distribution

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

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

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

l. Related Professional Services

Ordering activities should engage with Contractors to discuss the availability of limited assistance with initial setup, training and access to the services that may be available through this SIN.

Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN. Ordering activities should consult the appropriate GSA professional services schedule.

4. GUIDANCE FOR CONTRACTORS

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

Contractor-specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will **not** be considered in the scope of this SIN or accepted in response to Factors for Evaluation. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145

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special publication. Services qualifying for listing as cloud computing services under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP 800-145[7].

*[7] *http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf*

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

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

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

a. NIST Essential Characteristics

General Guidance

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

Characteristic	Capability	Guidance
On-demand self- service	▪ Ordering activities can directly provision services without requiring Contractor intervention. ▪ This characteristic is typically implemented via a service console or programming interface for provisioning	Government procurement guidance varies on how to implement on-demand provisioning at this time. Ordering activities may approach on-demand in a variety of ways, including "not-to-exceed" limits, or imposing monthly or annual payments on what are essentially on demand services. Services under this SIN must be capable of true on- demand self-service, and ordering activities and Contractors must negotiate how they implement on demand capabilities in practice at the task order level: ▪ Ordering activities must specify their procurement approach and requirements for on-demand service ▪ Contractors must propose how they intend to meet the approach ▪ Contractors must certify that on-demand self-service is technically available for their service should procurement guidance become available.
Broad Network Access	▪ Ordering activities are able to access services over standard agency networks ▪ Service can be accessed and consumed using standard devices such as browsers, tablets and mobile phones	▪ Broad network access must be available without significant qualification and in relation to the deployment model and security domain of the service ▪ Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non- cloud networks and services. For example a private cloud might require an Ordering Activity to purchase or provide a dedicated router, etc. which is acceptable but should be indicated by the Contractor.
Resource Pooling	▪ Pooling distinguishes cloud services from offsite hosting. ▪ Ordering activities draw resources from a common pool maintained by the Contractor ▪ Resources may have general characteristics such as regional location	▪ The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them. ▪ Manual allocation, e.g. manual operations at a physical server farm where Contractor staff configure servers in response to Ordering Activity requests, does not meet this requirement ▪ Similar concerns apply to software and platform models; automated provisioning from a pool is required ▪ Ordering activities may request dedicated physical hardware, software or platform resources to access a private cloud deployment service. However the provisioned cloud resources must be drawn from a common pool and automatically allocated on request.

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Characteristic	Capability	Guidance
Rapid Elasticity	▪ Rapid provisioning and de-provisioning commensurate with demand	▪ Rapid elasticity is a specific demand-driven case of self-service ▪ Procurement guidance for on-demand self-service applies to rapid elasticity as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually negotiate other contractual arrangements for procurement and payment. ▪ 'Rapid' should be understood as measured in minutes and hours, not days or weeks. ▪ Elastic capabilities by manual request, e.g. via a console operation or programming interface call, are required. ▪ Automated elasticity which is driven dynamically by system load, etc. is optional. Contractors must specify whether automated demand-driven elasticity is available and the general mechanisms that drive the capability.
Measured Service	▪ Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service	▪ Procurement guidance for on-demand self-service applies to measured service as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually designate other contractual arrangements. ▪ Regardless of specific contractual arrangements, reporting must indicate actual usage, be continuously available to the Ordering Activity, and provide meaningful metrics appropriate to the service measured ▪ Contractors must specify that measured service is available and the general sort of metrics and mechanisms available

Table 3: Guidance on Meeting NIST Essential Characteristics

Inheriting Essential Characteristics

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

Inheriting characteristics does not require the inheriting provider to directly bundle or integrate the inherited service, but it does require a reasonable measure of support and identification. For example, the Ordering Activity may acquire an IaaS service from "Provider A" and a PaaS service from "Provider B". The PaaS service may inherit broad network access from "Provider A" but must identify and support the inherited service as an acceptable IaaS provider.

Assessing Broad Network Access

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

Resource Pooling and Private Cloud

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

b. NIST Service Model

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

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

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

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

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

When choosing between equally plausible service model sub-categories, Contractors should consider several factors:

1. **Visibility to the Ordering Activity**. Service model sub-categories in this SIN exist to help Ordering Activities match their requirements with service characteristics. Contractors should select the most intuitive and appropriate service model from the point of view of an Ordering Activity.

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

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

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

Cloud management and cloud broker services should be categorized based on their own characteristics and not those of the other cloud services that are their targets. Management and broker services typically fit the SaaS service model, regardless of whether the services they manage are SaaS, PaaS or IaaS. Use Table

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4 to determine which service model is appropriate for the cloud management or cloud broker services, or, alternately choose not to select a service model for the service.

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

Service Model	Guidance
Infrastructure as a Service (IaaS)	Select an IaaS model for service based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices. ▪ IaaS services are typically consumed by system or device managers who would configure physical hardware in a non-cloud setting ▪ The principal customer interaction with an IaaS service is provisioning then configuration, equivalent to procuring and then configuring a physical device. Examples of IaaS services include virtual machines, object storage, disk block storage, network routers and firewalls, software defined networks. Gray areas include services that emulate or act as dedicated appliances and are directly used by applications, such as search appliances, security appliances, etc. To the extent that these services or their emulated devices provide direct capability to an application they might be better classified as Platform services (PaaS). To the extent that they resemble raw hardware and are consumed by other platform services they are better classified as IaaS.
Platform as a Service (PaaS)	Select a PaaS model for service based equivalents of complete or partial software platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application. ▪ A complete platform can deploy an entire application. Complete platforms can be proprietary or open source ▪ Partial platforms can deploy a component of an application which combined with other components make up the entire deployment ▪ PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service ▪ The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service. ▪ A limited range of configuration options for the platform service may be available. Examples of complete PaaS services include: ▪ A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application, ▪ a Windows .Net platform ready to deploy a .Net application, ▪ A custom complete platform ready to develop and deploy an customer application in a proprietary language ▪ A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services. The essential characteristic of a complete PaaS is defined by the customer's ability to deploy a complete custom application directly on the platform. PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include: ▪ A database service ready to deploy a customer's tables, views and procedures, ▪ A queuing service ready to deploy a customer's message definitions ▪ A security service ready to deploy a customer's constraints and target applications for continuous monitoring The essential characteristic of an individual PaaS component is the customer's ability to deploy their unique structures and/or data onto the component for a partial platform function. Note that both the partial and complete PaaS examples all have two things in common: ▪ They are software services, which offer significant core functionality out of the box ▪ They must be configured with customer data and structures to deliver results As noted in IaaS, operating systems represent a grey area in that OS is definitely a platform service, but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your service "hides" underlying infrastructure, consider it as PaaS.
Software as a Service (SaaS)	Select a SaaS model for service based equivalents of software applications. ▪ SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting ▪ The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides. Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically only the Contractor would be permitted to configure aspects of the software for all users. Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki's, websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services, and in general any system where customers interact directly for a business purpose. Gray areas include services that customers use to configure other cloud services, such as cloud management software, cloud brokers, etc. In general these sorts of systems should be considered SaaS, per guidance in this document.

Table 4: Guidance on Mapping to NIST Service Models

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c. Deployment Model

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

Multiple deployment model selection is permitted, but at least one model must be selected. The guidance in Table 5 offers examples of how services might be properly mapped to NIST deployment models and how the Contractor should interpret the deployment model characteristics. Contractors should take care to select the range of NIST deployment models most closely corresponding to each service offered.

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

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

Table 5: Guidance for Selecting a Deployment Model

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SIN 132-40 - CLOUD COMPUTING SERVICES

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE
132-40	CLD-VM-Base	Virtual Machine	Basic virtual server with no Operating System provisioned as follows: a single 1GHz vCPU, 1 GB of RAM, 80GB of internal disk. Provisioned in CGI Federal's FedRamp Cloud.	Each/monthly	$173.39
132-40	CLD-Add-RAM	Additional VM RAM	Supplemental RAM added to a VM. Requires Virtual Machine above.	GB/monthly	$53.20
132-40	CLD-Add-CPU	Additional VM CPU	Supplemental vCPU capacity added to a VM. Requires Virtual Machine.	Ghz/monthly	$42.48
132-40	Stg-T1	Tier-1 SAN	External Fibre Channel storage. Appropriate for use with Business Critical, High IO Profile, Low Latency applications Maximum response <5ms. Requires Virtual Machine.	GB/monthly	$0.33
132-40	Stg-T2	Tier-2 SAN	External Fibre Channel storage. Appropriate for use with General Purpose, Medium IO Profile, Average Latency applications. Maximum response <10ms	GB/monthly	$0.22
132-40	Stg-T3	Tier-3 SAN	External Fibre Channel storage. Appropriate for use with Basic Performance, Low IO Profile, High Latency applications. Maximum response <15ms. Requires Virtual Machine.	GB/monthly	$0.13
132-40	Stg-I/O-Gb	Storage I/O Transfer	Transfer of data (such as files or objects) across the Cloud Provider's Network. Measured in gigabits.	Gb transferred monthly	$0.02
132-40	Stg-I/O-Req	Storage I/O requests	Data transfer requests made	Each 1000 requests/month	$0.08
132-40	Stg-NAS	Network Attached Storage	General Purpose NAS Transport Layer, File Services response <15Ms. Requires Virtual Machine.	GB/monthly	$0.45
132-40	Stg-Obj	Object	Object Based Archive. Low performance storage for long term, archival purposes	GB/monthly	$0.05
132-40	BU-Local	Backup to local storage	Deduplicated backup service comprising of weekly full and nightly incremental. Backups are retained locally for 30 days	GB/monthly	$0.22
132-40	BU-Dedup	Backup with off site storage	Deduplicated backup service comprising of weekly full and nightly incremental. Backups are replicated off site and retained for 30 days	GB/monthly	$0.35
132-40	BU-Disk-LT	Archive to Tape	One time backup to tape for data retention purposes	GB/monthly	$0.05
132-40	WIN-vCPU-Lic	OS License	Licenses of base Operating System	Each vCPU/monthly	$28.17
132-40	RH-vCPU-Lic	OS License	Licenses of base Operating System. Up to 4 vCPU	Each vCPU/monthly	$50.98
132-40	RH-vCPU-Lic	OS Management	Licenses of base Operating System. More than 4 vCPU	Each vCPU/monthly	$112.77
132-40	WIN-OSI	Windows OS Software Admin	Basic management of Operating System such as file system and access configuration.	per VM/monthly	$252.71
132-40	LINUX-OSI	LINUX OS Software Admin	Basic management of Operating System such as file system and access configuration.	per VM/monthly	$308.38
132-40	OS-Patch	OS Software Patching	Patching of Operating Systems in order to maintain security compliance	per VM/monthly	$55.16
132-40	Internet-Bw	Internet Bandwidth	Internet Bandwidth in or out of customer environment	Gb/monthly	$0.32
132-40	VPN-S2S	Site to Site VPN	VPN tunnel between CGI Federal and a customer end point	Each/monthly	$58.52
132-40	DR-CLD-RAM	Compute Capacity/RAM	Reserved memory capacity located at the DR site to support recovery	GB/Month	$31.89

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SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE
132-40	DR-CLD-CPU	Compute Capacity/CPU	Reserved processor capacity located at the DR site to support recovery	MHz/month	$89.00
132-40	DR-CLD-T1	Storage Capacity	SAN capacity in the DR site to locate data to support recovery.	GB/Month	$0.59
132-40	DR-CLD-BW	Replication Bandwidth	Bandwidth required to replicate data to the DR site	Mb/sec/month	$62.20

Note: While CGI Federal does offer Private cloud, it's not available through the GSA IT Schedule.

When additional requirements such as below are required and level of effort can vary, this service is provided via a statement of work using SIN 132-51 for Professional Services.

Application Stack Installation
Application Stack Management
Application Stack Patching
Database Installation
Database Management
Database Patching

CGI Federal delivers a la carte cloud services, which are flexible "building blocks" constructed specifically for IT Schedule Contract eligible buyers and configured with the technology necessary to support applications in a cloud hosted environment. In addition, CGI also offers commercial cloud service providers such as Amazon Web Services (AWS) or Microsoft Azure. These commercial cloud service providers deliver comparable cloud services that are both compliant with both FedRAMP authorizations and NIST Special Publication, and are designed to be used by CGI Federal at its option when advantageous to meet customers' needs under this SIN.

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TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES and HEALTH IT Services (SPECIAL ITEM NUMBERS 132-51 and 132-56)

*******NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.***

1.

1.1 SCOPE FOR SPECIAL ITEM# 132-51

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

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

1.2 SCOPE FOR SPECIAL ITEM# 132-56

The prices, terms and conditions stated under Special Item Number 132-56 Health Information Technology Services apply exclusively to Health IT Products and Services within the scope of this Information Technology Schedule.

a. This SIN provides ordering activities with access to Health IT products and services.

b. Health IT Products and Services provided under this SIN shall comply with all Healthcare certifications and industry standards pertaining to the type of products and/or services.

c. Products and Services that do not meet the Health IT certifications and industry standards for Healthcare should be listed under other SINs within the IT Schedule 70 solicitation as appropriate.

d. Health IT Hardware products provided under this SIN shall comply with the terms and conditions as specified in the IT Schedule 70 Hardware SIN.

e. Health IT Software products provided under this SIN shall comply with the terms and conditions at specified in the IT Schedule 70 Software SINs.

f. Health IT Cloud Services provided under this SIN shall comply with the terms and conditions at specified in the IT Schedule 70 Cloud SIN.

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

2. PERFORMANCE INCENTIVES I-FSS-60 PERFORMANCE INCENTIVES (APRIL 2000)

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

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

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

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3. ORDER

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

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

4. PERFORMANCE OF SERVICES

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

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

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

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

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

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

   1. Cancel the stop-work order; or

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

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

   1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

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2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS □COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I □□OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services and Health IT Professional Services.

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing

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orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

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

12. PAYMENTS

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

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

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES (SIN 132-51) AND HEALTH INFORMATION TECHNOLOGY SERVICES (132-56)

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services and 132-56 Health Information Technology Services

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should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services and Health IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

Information Technology Services Strategy

CGI Federal is a recognized leader in collaborative engagements with Federal Agencies to develop effective Information Technology (IT) Strategies and Management Processes that maximize IT investments and leverage an Agency's limited financial and human resources.

CGI Federal recognizes that Federal Agencies face increasing pressure to leverage IT to drive operational efficiencies, reinvent programs and organizations, and to secure high returns on IT expenditures. Further, most Federal business strategies are increasingly reliant on the effective use of IT to meet Agency goals and objectives. CGI Federal provides Federal agencies with analytical support and leadership in the development of Information Strategies and Plans for their organizations, for specific Agency programs, and for special IT initiatives, such as modernization, cloud computing, data analytics, digital transformation, and increasingly complex regulatory environments.

Our strategies and plans map required future states (identified in Strategic Business Plans) to their supporting IT capabilities, spotlight which capabilities must be modernized, consolidated, or enhanced, and plan the necessary investments in architecture to realize the desired end state. Our pragmatic IT strategies and plans prioritize potential IT investments, clearly communicate the planned role of IT in the Agency's future, and delineate the implementation roles and responsibilities required for success. Our implementation roadmap includes:

- Strategic Business Plans
- IT Policy Implementation; how IT will support the enterprise mission
- IT Strategic Plans and Roadmaps; how the IT Vision will be implemented
- Information Architectures and Technology Architectures
- IT Performance Measurement Systems
- Infrastructure Capacity Planning and Regulatory Compliance.

CGI Federal also recognizes that Federal agencies face pressure on budgets and staffing available to implement their IT strategies. This makes it imperative for agencies to derive maximum leverage from existing IT assets and resources. CGI Federal helps Federal agencies develop best practices for managing their IT processes and projects. These best practice models include development of:

- Processes to effectively plan and prioritize IT investments in conjunction with Agency Capital Planning and Investment Control (CPIC) processes
- Optimized System Development Life Cycle (SDLC) methodologies
- Frameworks to identify and manage business and technical risk in large IT projects
- Programs to assess and improve the quality of applications and data.

CGI Federal can also provide consulting services for:

- **Technology/Tools Analysis** — Assists agencies in effectively evaluating and utilizing new technologies. We can identify options by analyzing industry offerings, evaluating proposed solutions, and supporting agency procurements.

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- **IT Policies, Procedures, and Standards** — Assists agencies with developing and implementing IT standards, governance models, and identifying sound information management policies and procedures. For example, data privacy challenges are complicated further by the use of cloud environments as part of an agency's IT program deliver process. CGI Federal's client-centric approach ensures a strong focus on the right outcomes at the right time, the agility to quickly adapt to changing conditions, and efficient and accountable project management that leads to operational excellence.
- **Application Portfolio Rationalization** — Provides mission analysis, consolidation planning, and consulting to enable agencies to continuously improve and evolve their enterprise application portfolios to address changing business needs and drive long-term value. CGI Federal uncovers the potential for business transformation by combining granular data analysis and collection with continuous business and IT alignment through CGI Federal's advanced methodologies.
- **Performance Modeling** — Conducts application performance modeling in cloud computing environments. Performance modeling enables the system development team to see the effect of complex system component interactions, plan for infrastructure capacity, information assurance and tune the technical architecture.
- **Strategy Consulting** — Assists agencies align their business strategy to the appropriate enterprise architecture by identifying key business drivers and translating them to a technology blueprint. This strategic plan can be expanded to include data and application architectures for traditional or cloud-delivered paradigms. CGI Federal defines and maps requirements to appropriate technical and organizational models to design strategic visions for enterprise computing. . A typical strategy identifies the current and likely future requirements for the enterprise architecture, technical and organizational issues that must be addressed to optimize performance, and the approach for enhancements to support business needs.
- **Architecture Design** — Translates an agency's enterprise architecture strategy into technical design requirements. We assess the economics of established versus emerging technologies, adjusted for technical and market risks. We use conceptual and physical models to present a proposed architecture that optimizes performance. Performance is measured by factors such as investment expense, operating cost, system availability, and the degree to which the enterprise architecture can support both existing business strategy and adapt to sustain emerging trends.
- **Operational Assessment** — Conducts comprehensive audit and risk studies to evaluate capacity, performance, and data security requirements. We utilize these assessments to identify and prioritize technical and organizational constraints, develop contingency plans, and propose mitigation strategies.
- **Cyber Security Assessment** —We work with defense, civilian, and state and local governments to support mission-essential cyber-threat intelligence needs and have developed extensive experience in delivering information security services.
- **Implementation Planning** — Provides expert advice throughout the implementation lifecycle to support migration and deployment strategies on an Agency's behalf.
- **Advanced Communication Planning** — Provides expertise in planning and integration for advanced communications technologies (e.g. mobility, voice data and video platform harmonization and spectrum/radio frequency)
- **Network and Capacity Planning** —Provides technical analysis, capacity planning, and consulting in support of local area networks (LAN), wide area networks (WAN), wireless networks, and Internet. Services provided include the definition, configuration, administration, tuning, and support of LAN/WAN architecture and data communications issues. We conduct performance modeling and estimation for sizing network and system requirements. We develop technical strategies and network implementation plans. We develop network and system configuration management policies and procedures.

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- CGI Federal analyzes network and system response times, access, and password security; LAN-to-host logon and password communications; physical network problems; network issues; deployment of tools for isolating the application environment from the technical platform details (hardware, operating systems, networks); procedures for handling network communications activities; LAN technology; remote change control; software distribution; software installations; communications protocols; and workstation setups.
- CGI Federal provides consulting services and expertise in WAN administration, public network lines, network protocols, network engineering, wire and cabling design, PBX, router, condenser, and multiplexer services.

CGI Federal services ensure that agency major IT initiatives meet quality and cost targets, and support the overall IT strategy.

Business Process Renewal

Business process renewal is the fundamental redesign of an organization's business processes to modernize and consolidate processes to maximize business performance. Our business process architects and practitioners evaluate the efficiency and efficacy of specific business processes and design new processes to achieve target performance improvements. CGI Federal Best Practice methodology effectively transforms enterprise organizations into a high performance organizations by integrating and incorporating four disciplines:

- System development and information technology management
- Organizational Development
- Governance and Metrics
- Change management

CGI Federal is expert in helping agencies in business process renewal (BPR) activities, including:

- **Business Process Re-engineering** — Business modeling and assessment of as-is and to-be process models and succinct gap analysis. CGI Federal creates business processes to successfully support higher performance. CGI Federal analyzes the activities within business operations, responds to customer needs, and assesses gaps to design lasting changes that transform inputs into value-added outputs. Effective business process renewal is grounded in understanding how organizational development and IT strategy impact agency strategy and mission. CGI Federal business process consultants provide expertise in industry best practices such as ITIL®/ISO 20000, IA/ISO 27000, CMMI and Lean Six Sigma.
- **Organizational Development** — Organizational development is the alignment of people with process, structure, and technological change to achieve and sustain higher performance. Carefully analyzed and planned organizational changes can smooth the process of introducing new business processes that incorporate technology and optimize organizational efficacy. Our unique expertise with intellectual property and methodologies helps transform and consolidate enterprise IT environments in the US Federal government, US Fortune 500, and a wide array of global customers. CGI Federal's expertise with organizational development techniques and process improvements ensure lasting and successful adaptation to change.

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- **Change Management** — CGI Federal change management methodologies helps government customers introduce new technology and business processes effectively and efficiently. We help government agency leaders develop processes that prepare their organizations for changes designed to achieve breakthrough performance from the top down. CGI Federal focuses on giving leaders tools to effectively lead and communicate change, reduce resistance to change and inspire even challenging teams to embrace change as quickly as possible. Our Best Practices change management methodology verifies the successful adoption of changes by measuring performance in seven activity areas: communicating the change, leading the change, engaging stakeholders, measuring performance, monitoring readiness for change, organizing for change, and planning for transition. Our Best Practices change management methodology.
- **Governance and Metrics** – Business Process engineering is only effective with governance and metrics methodologies to ensure efficacy, compliance and effectively target improvement opportunities. CGI Federal consultants help government managers and executive leaders develop governance models, processes and metrics to manage enterprise IT organizations. Our experts help executive leadership develop data, metrics and reporting to provide insights and manage complex business processes.

Systems Analysis and Design

CGI Federal provides analysis and design for the development of business aligned systems and custom interfaces between systems. Design activities address all information technologies, including: software development, data analytics, cyber security management, infrastructure (e.g. cloud), and information assurance. CGI Federal experts drive the development of new ideas and breakthrough solutions through close collaboration with clients, thought leadership, centers of excellence, and partnerships with industry innovators. CGI Federal's experts develop and recommend changes to agency architecture artifacts (e.g. DoDAF and FEAF).

CGI Federal experts collaborate with agency subject matter experts to create designs that meet mission requirements with acceptable levels of risk and cost. For example, we leverage data modelling techniques to integrate complex business data requirements into a consolidated data model. Our data mapping exercises ensure that all physical details and DBMS available features are optimally managed for a successful deployment.

CGI Federal help clients prepare to shift from an on-premises delivery model to a Service oriented architecture through skilled expertise, evolutionary planning, and implementation services. CGI Federal connects the right people and processes with agency services.

CGI Federal experts help clients assess their SOA readiness and build a practical and clear path to move forward, including:

- Aligning SOA with business strategy
- Developing the organizational structures and executive champions that promote the right behavior
- Putting a SOA budget mechanism in place
- Developing communications processes to engage with and understand the needs of all stakeholders
- Creating an project roadmap that assures project success

In addition to developing business system concepts, general designs, and detailed designs, we are experienced in many structured analysis and design techniques. Information Engineering state transition diagrams, data flow diagrams, entity-relationship models, data models, business process models, and activity models are all part of our portfolio. We have experienced user interface experts (human factors experts, usability testing experts) to assist in designing and developing intuitive systems. Our User

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Interface and Digital Media Laboratory lets us conduct usability testing on applications before deployment.

Systems Development and Implementation

CGI Federal is expert in providing a secure solution-based approach to systems development and implementation. CGI Federal is adept in all of the activities necessary to develop a system solution and build a computer application. Our solutions creatively address the unique characteristics of the business problem. Our development process includes structured analysis and design, information engineering, and architected software techniques. We are experienced in systems integration of custom and package components and technologies.

CGI Federal designs, develops, tests, and installs systems in a variety of environments, including: cloud, mainframe, big data, electronic commerce, high-performance computing, electronic data interchange (EDI), data warehousing, decision support, and management reporting. We develop enterprise content management systems, and the service desk, workflow management tools and computer telephony integration (CTI)/voice technology. Our project approach:

- Prepares overall designs and detailed specifications for system components.
- Ensures that software components meet business needs and are technically feasible.
- Crafts the components necessary to build the organization's technical vision.
- Creates and delivers fully tested functional systems and operational software components.
- Integrates quality checks, and ensures that each part of the system is constructed to specifications.
- Assembles the components into a working system.

CGI Federal provides holistic support for enterprise systems development and installation by addressing:

- The architectural complexity of connecting internal and external users, organizations, and systems through public, private and hybrid network configurations
- The underlying technical issues of the network, protocols, topologies, and architectures
- Security and controls technologies that secure systems and enable the use of public networks
- Strengths and weaknesses of emerging development environments
- Research of user interface (UI) and security technologies
- UI usability testing, with emphasis on navigation of multi-part forms and error notification and correction
- Integration of web and cloud technologies with existing back-end systems
- Development of custom integrations between systems
- CGI Federal systems installation services include full operational, administrative, and implementation support

Conversion and Implementation Support

CGI Federal supports the entire enterprise content lifecycle to develop new methods of digitizing both structured and unstructured data and align business processes to accelerate digital transformation. We advise on strategy and architecture, program design, and implementation.

CGI Federal provides expert services in conversion and implementation support for both new custom and COTS systems. Conversion services include data mapping, conversion design and development, conversion testing, and conversion execution. Implementation services include managing and coordinating the implementation of system applications throughout all phases of the systems implementation life-cycle. Implementation includes planning, requirements analysis, design, development, testing, installation, and post-implementation support. Conversion and implementation

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services cover the full range of conversion situations, ranging from system consolidation to comprehensive system modifications.

CGI Federal conducts organizational and operational readiness assessments to prepare organizations for transition to new systems and technologies, and present a roadmap. We identify and conduct change management activities in support of the new system implementation. We help define policies and procedures to support the new system.

CGI Federal develops and manages implementation schedules and roll-out plans to support the transition to the new system. We manage implementation tasks, schedule training, and manage software releases. CGI Federal establishes and manages hotline/helpdesk functions and provides post-implementation support for end users. We manage and report on pre- and post-implementation activities.

Project Management

CGI Federal's PMP certified experts support large scale technology innovations for government agencies. Our Project Managers provide management and coordination for systems integrations through all phases of the systems development life-cycle, including planning, requirements analysis, design, development, testing, installation, and evaluation.

CGI Federal projects leaders leverage PMBOK best practices by developing and tracking work plans, milestones, and deliverables. We develop and manage staffing plans to ensure that the appropriate resources are identified and deployed to keep project schedules and budgets on target. CGI Federal establishes effective tracking and reporting mechanisms for reporting open issues, action items and project risks.

Our task-based approach ensures that project risk management is effectively managed and owned. For each identified project risk our experts devise a detailed mitigation strategy that is integrated into the overall project work plan.

CGI Federal project quality management plans include an overview of the project; a summary of project scope, phase activities, and major deliverables; a summary of major activities related to quality management processes such as issue tracking and resolution and change management and control; a description of planned reviews and participants; and a summary of how quality management activities and risks will be managed and addressed.

Database Planning and Design

CGI Federal uses data modeling techniques to integrate the most complex Federal business data requirements. Data analysis and the data model itself are effective tools to document the database and 'explain' the business to the application community. Our analysis activity includes a serious data mapping exercise that ensures a successful migration from a legacy database to a new one.

CGI Federal's Database Design consultants plan a series of activities ensures that operations-related activities cannot cause any harm to applications essential for future operations.

CGI Federal provides expert consulting services in all aspects of data design and management, including:

- RDBMS and no SQL database technologies
- On-line transaction processing (OLTP) systems and data warehouses
- Data warehouse justification, feasibility, and proof-of-concept studies, and data warehouse design and development
- Data warehousing tools and techniques that help store and manage large amounts of data
- Data modeling, entity relationship diagrams (ERD), and logical and physical database design
- Database performance tuning

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- Decision support and on-line analytical processing (OLAP) tools
- Business Intelligence and Advanced Analytics reporting tools
- Management reporting tools.

CGI Federal also provides expert consulting services in data mining (advanced analytics) and modeling. Data mining and advanced analytics enable organizations to find meaning in their data. By discovering new patterns or fitting models to the data, Federal organizations can extract information to develop strategies and answer complex business questions. We assist managers better understand what's happening in their organizations by discovering new patterns in their data and provide techniques to extract, transform and load (ETL) large amounts of data.

Cyber

CGI Federal's Cyber Security Consulting Practice (CSCP) delivers cyber security solutions to military, intelligence, civilian and commercial clients. Our ongoing experience managing and training skilled, cleared teams who perform computer network operations and information assurance work in both classified and unclassified networking environments is well recognized within the industry. CGI Federal has extensive experience with multiple DoD agencies' cyber-related activities in systems and network engineering, computer network defense, information assurance, and certification and accreditation (C&A). CGI Federal is a leader in the training and implementation of cyber security strategies that translate a vision into operational practice and ensure an industry proven security posture.

CGI Federal's Cyber Security Consulting Practice employs automated vulnerability discovery tools and manual testing tailored to the environment. CGI Federal incorporates current research on newly-discovered vulnerabilities. We use a flexible methodology and provide consulting on a wide variety of Cyber and Information assurance activities:

- Certification and Accreditation
- Security Operations Center Management
- Computer Network Defense
- Cyber risk assessments
- Defense in Depth strategy development
- Information Assurance and Policy development
- Architecture and framework decisions
- Application security assessments
- Sensitive data exposure
- Computer Forensics
- DOD 8570, NIST and FISMA compliance analysis

CGI Federal's team evaluation techniques are primarily derived from the OWASP testing guides, SANS Institute, and federal guidelines recommended by NISTOur proactive team performs application security evaluations as a major element of security programs. CGI Federal integrates security into the system development lifecycle (SDLC). Our early evaluation methodology verifies that our clients' systems operate securely and resiliently against internal and external attacks. Any defects can be resolved with minimal impact on schedule and cost, and development teams can correct insecure coding practices.

Training

CGI Federal provides world class expertise in development and delivery of classroom-based and computer-based training for commercial off-the-shelf software and custom systems. CGI Federal's approach to training follows the industry-standard Instructional Systems Design (ISD) methodology. We

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assess the prevailing attitude about the new system or organization, previous experience with similar changes, and preferred means of learning to develop an approach for conveying knowledge about specific components and how they work together.

Our training services include:

- Instructor-led training development and delivery
- Text-based instructional design and development
- Interactive computer-based training development
- Consulting for enterprise-wide educational effectiveness
- Train-the-trainer materials development and delivery
- Interactive computer-based training development
- Electronic performance support systems development.

CGI Federal tailors training needs and performance analysis to maximize efficacy and return on investment for our customers. CGI Federal training takes into account business processes, work settings, technologies and organizational change management to ensure the training delivery meets the customer's schedule and needs.

Facilities Maintenance and Asset Management

CGI Federal offers a full range of Facilities Maintenance and Asset Management services to Government agencies, employing the latest maintenance information systems and information technology solutions. The specific consulting services offered include:

- Asset and Maintenance Management Consulting to support a full range of Asset Management activities, including assessment, planning and scheduling, data capture, physical asset validation, training, business process re-engineering support, strategy, organizing and implementing a complete asset management and maintenance program, and project management.
- Asset Management System Integration using functional and industry knowledge of the enterprise asset management (EAM) environment and re-engineering expertise to fully support EAM requirements analysis, EAM integration/implementation, and integrated maintenance process. CGI Federal's EAM approach includes supply chain and logistics.
- Asset and Maintenance Engineering Analysis strategy to improve Asset and Facilities Maintenance Management through the effective use of reliability-centered maintenance methodologies, preventive maintenance standards development, assessment, benchmarking, material condition assessment, work force - work load balancing, and preventive maintenance plan and route development.
- Asset and Maintenance Information Technology Solutions that focus on improving business process and applying technology to enable improvements in Asset and Facilities Maintenance Management using mobile computing solutions, pen computers, bar coding, RFID, integration of mobile and host system technologies, client/server applications, system architecture, communications (wired serial (direct or modem), networking, local area wireless, and wide area wireless (radio and cellular)), maintenance support tools, touch memory, digital photography/video, and wearable/ voice activated computers.
- Asset and Maintenance Logistics that combine industry expertise and technical insights to find solutions for logistics and maintenance problems using logistics systems, logistics maintenance on-site support, logistics training, configuration management, inventory planning and control, and logistics procedures and documentation.

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- Asset and Maintenance Effectiveness Reviews that capitalize and build on in-place systems and processes and ensure the best asset management and maintenance approach is being used (such as review of in-place scheduled/unscheduled maintenance).
- Risk-Based Asset and Maintenance Strategies that take into account the critical nature of unscheduled "downtime" and how it relates to overall performance based on assessing and prioritizing activities based on contribution, evaluating effects of maintenance reductions on asset and facilities performance, and maximizing the assets and facilities performance.

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SIN 132-51 and SIN 132-56 - CGI Federal Labor Categories and Descriptions

CGI Federal has structured the GSA Information Technology Schedule labor categories to provide customers and clients with the flexibility to acquire the specific skills, education, and experience levels that are appropriate for the customer's specific requirements. Thirty eight (38) Specialty categories are identified each with multiple levels which reflect increasing education and/or experience.

Each Specialty labor category is presented in terms of a broad description for the functional responsibilities. Each of the levels identifies the minimum education and general experience.

Labor Categories Education and Experience

Level	Description	HS/GED	Bachelor	Master	PhD
1	Associate	0	0	0	0
2	Intermediate	7	3	1	0
3	Journeyman	10	6	4	2
4	Senior	13	9	7	5
5	Expert	16	12	10	8

Labor Categories and Descriptions

Specialty	Descriptions
Software Developer/ Programmer	Develop, create, and modify general computer applications software or specialized utility programs. Analyze user needs and develop software solutions. Develop software or customize software for client use with the aim of optimizing operational efficiency. May analyze and design databases within an application area, working individually or coordinating database development as part of a team. May supervise computer programmers.
Software Architect/Engineer	Research, design, develop, and test operating systems-level software, compilers, and network distribution software. Set operational specifications and formulate and analyze software requirements. May design embedded systems software. Apply principles and techniques of multiple domain analysis.
Software Designer	Create, modify, and test the code, forms, and script that allow computer applications to run. Work from specifications drawn up by software developers or other individuals. Design software or customize software for client use with the aim of optimizing operational efficiency. May assist software developers by analyzing user needs and designing software solutions. May develop and write computer programs to store, locate, and retrieve specific documents, data, and information.
Software Tester	Design, implement, and conduct test and evaluation procedures to ensure system requirements are met. Develop, maintain, and upgrade automated test scripts and architectures for application products. Write, implement, and report status for system test cases for testing. Analyze test cases and provide regular progress reports. Serve as subject matter specialist providing testing know-how for the support of user requirements of complex to highly complex software/hardware applications. Direct and/or participate in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection.
Quality Engineer	Develops, modifies, applies and maintains quality evaluation and control systems and protocols. Collaborates with other functions to ensure quality standards are in place. Devises and implements methods and procedures for inspecting, testing and evaluating the precision and accuracy of functionality. Designs and analyzes inspection and testing processes; conducts quality assurance tests; and performs statistical analysis to assess the cost of and determine the responsibility for, systems or materials that do not meet required standards and specifications. Audits quality systems for deficiency identification and correction. Ensures that corrective measures meet acceptable reliability standards and that documentation is compliant with requirements. Prepares reports and makes recommendations.
Quality Control Specialist	Responsible for performing tests on computer applications to isolate and solve issues. Initiates tests, analyzes results, and finds solutions to technical problems. Design and executes test plans on computer applications. Record and document results and compare to expected results. Detect software failures so that defects may be discovered and corrected. Generate historical analysis of test results.
Help Desk Manager	Supervises and directs overall operation of the help desk. Ensures standard methodology is followed and projects are successfully completed within resource constraints. Collaborates with other functions to ensure quality is maintained. Develops metrics to track and adhere to service level agreements
Help Desk Specialist	Provide phone, email, web, and in-person support to users in the areas of e-mail, directories, computer operating systems, desktop applications for all types of computer systems, and applications developed. Serve as the first point of contact for troubleshooting hardware/software, all types of computer systems (PC and Mac), and printer problems.
Help Desk Call Center Coordinator	Responsible for handling incoming calls and recording incidents. Serves as the initial point of contact for troubleshooting problems.
Database Administrator	Administer, test, and implement computer databases, applying knowledge of database management systems. Provides expertise and guidance in logical and physical database design, development, operations, security and maintenance. Evaluates and advises on data processing techniques, database management, and management information systems, concepts, and applications.

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Specialty	Descriptions
Data Architect/Engineer	Design and develop databases, relational databases, Data Warehouses and Multidimensional Databases. Develops strategies for data acquisitions, archive recovery, and implementation of a database. Define and execute how the data will be stored, consumed, integrated and managed by different data entities and IT systems, as well as any applications using or processing that data in some way.
Data Specialist/ Web Content Analyst	Develop and lead data improvement projects. Design, create, and modify data sets, to include Web site development. Analyze user needs to implement data and Web content, graphics, performance, and capacity. Integrate data/Web sites with other computer applications utilizing multimedia content.
Data Scientist	Develop, refine and scale data management and analytics procedures, systems, workflows, best practices and other issues, through statistical modeling experience and technical engineering skills. Identify and utilize appropriate statistical techniques on available data. Analyze and interpret results of new data on existing data resources. Develop best practices for instrumentation and experimentation
Functional Analyst	Provides business, strategic, or analytical expertise in support of project. Provides an understanding of the client's objectives and has extensive knowledge of typical core processes. Offers knowledge, experience, and insight in a particular area, or domain.
Functional Business Process Analyst	Formulates and defines systems scope and objectives based on both user needs and a thorough understanding of business systems, technical, and industry requirements. Devises or modifies procedures to solve complex problems. Includes analysis of business and user needs, documentation of requirements, and provides consultation on projects and participates in requirements analyses, data gathering, interviews, and facilitated sessions.
Functional Subject Matter Expert	Provides technical, managerial, or administrative direction for problem definition, analysis, requirements development and implementation for complex to extremely complex systems in the subject matter area. Makes recommendations and advises on system improvements in the following specialties: information systems architecture; networking; telecommunications; automation; communications protocols; risk management/electronic analysis; software; life-cycle management; software development methodologies; and modeling and simulation. Also provides technical, managerial, or administrative direction for functional domains, related to IT systems and projects. These domains may include but, are not limited to, security, financial, or organizational aspects of a project needed to ensure client success.
Hardware/Network Manager	Evaluates hardware and software, troubleshoot local-, metropolitan-, and wide-area networks (LAN/MAN/WAN) and other network related problems; provide technical expertise for performance and configuration of networks. Perform general LAN/MAN/WAN administration; provide technical leadership in the integration and test of complex large-scale computer integrated networks. Oversee network control center. Supervise maintenance of systems. Coordinate with all responsible users and sites. Supervise staff.
Hardware/Network Administrator	Install, configure, and support an organization's local area network (LAN), wide area network (WAN), and Internet systems or a segment of a network system. Monitor network to ensure network availability to all system users and may perform necessary maintenance to support network availability. May monitor and test Web site performance to ensure Web sites operate correctly and without interruption. May assist in network modeling, analysis, planning, and coordination between network and data communications hardware and software. May supervise computer user support specialists and computer network support specialists. May administer network security measures.
Hardware/Network Designer	Design and implement computer and information networks, such as local area networks (LAN), wide area networks (WAN), intranets, extranets, and other data communications networks. Perform network modeling, analysis, and planning. May also design network and computer security measures. May research and recommend network and data communications hardware and software.
Hardware/Network Architect/Engineer	Plans, designs and implements local and wide-area network solutions between multiple platforms and protocols (including IP and VOIP). Supports/troubleshoots network issues and coordinates for installation of such items as routers and switches. Works on project implementation. Provides training and assists with proposal writing. Conducts project planning, cost analysis and vendor comparisons.
Security Manager	Responsible for determining enterprise information security standards. Develop and implements information security standards and procedures. Provide tactical information security advice and examining the ramifications of new technologies. Ensure that all information systems are functional and secure. Oversee security control. Supervise security systems. Coordinate with all responsible users and sites. Supervise staff.
Security Analyst	Analyzes and defines security requirements. Verifies system protections meet designated certification and accreditation criteria. Plan, implement, upgrade, or monitor security measures for the protection of computer networks and information. May ensure appropriate security controls are in place that will safeguard digital files and vital electronic infrastructure. May respond to computer security breaches and viruses.
Security CIP Architect/SME	Designs and implements strategies, policies, procedures and building a complete, proactive IT security plan that impacts the infrastructure, the operating systems, the data and the greater good of the organization. Synthesizes data and develops exercises and training to identify and/or prevent intrusions. Performs inventory of critical cyber assets and conducts testing on backup and recovery procedures. Develop strategies to meet regulatory compliance requirements. Responsible for recommending informational and operational technology integration.
Security Architect/Engineer	Gain a thorough understanding of the customer organization's systems. Perform vulnerability analysis and "Black Hat" testing . Recommend improvements and security updates for both hardware and software systems. Develop, monitor, and enforce user policies and protocols. Establish countermeasures that protect the system again unauthorized Develop strategies to meet regulatory compliance requirements.
Program Manager	Responsible for organizing, directing, and managing all aspects of contract operational support functions involving multiple complex and inter-related project tasks that often require managing teams of contractor personnel at multiple locations. Provide overall direction of program activities. Manage and maintain contractor interface with the senior levels of the customer's organization. Consult with customer and contractor personnel to formulate and review task plans and deliverables, ensuring conformance with program and project task schedules and costs and contractual obligations. Establish and maintain technical

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Specialty	Descriptions
	and financial reports to show progress of projects to management and customers, organize and assign responsibilities to subordinates, oversee the successful completion of all assigned tasks, and assume the initiative and provide support to marketing personnel in identifying and acquiring potential business.
Project Manager	Supervises or directly manages and coordinates project through all phases of the systems development life cycle, including planning, requirements analysis, design, development, testing, installation, and evaluation. Responsible for conducting the project in a timely manner, ensuring the quality of work products, maintaining financial soundness of the project, managing interactions, and reporting progress and issues. Ensures conformance with work standards; interprets policies, procedures, and goals and objectives of the organization. Coordinates work effort with all parties. Reviews work products for quality, completeness, and adherence to design concepts and user requirements. Has significant expertise in managing systems projects. Responsible for client liaison.
Project Specialist/Analyst	Direct all financial management and administrative activities, such as budgeting, manpower and resource planning and financial reporting. Provides critical data support to a technical team. Research and analysis functions may include budget tracking and financial forecasting, project evaluation and monitoring, maintaining compliance with corporate and public regulations, and performing any data analysis relevant to project tasks. Project analysts define key performance parameters and create regular variance reports to track progress. Prepare timely and submit financial and performance reports.
Documentation Technical Writer/Editor	Write and/or edit technical documents, including business proposals, reports, user manuals, briefings and presentations, functional descriptions, system specifications, guidelines, special reports, and other project deliverables to meet contract requirements. Develop outlines and drafts for review and approval by technical specialists and project management ensuring that final documents meet applicable contract requirements and regulations. Research and gather technical and background information for inclusion in project documentation and deliverables. Consult relevant information sources, including library resources, technical and financial documents, and client and project personnel, to obtain background information, and verify pertinent guidelines and regulations governing project deliverables. Provide specialized expertise in the design and layout of graphical user interfaces, particularly, screen layouts and functionality for client-server applications (e.g. Microsoft Windows presentation screens). Conduct studies, testing and evaluation of screen prototypes for functionality, ease of use, efficiency, and accuracy. Generates, manipulates, and integrates graphic images, animations, sound, text and video generated with automated tools into consolidated and seamless multimedia programs.
Documentation Manager	Responsible for providing expertise and project support to facilitate access to information across multiple work environments; promoting and supporting best practices in developing and managing knowledge, information, records and archives. Identifies key information assets (physical records, electronic information, and data), defining how they should be managed throughout their life cycle, and defining the requirements of systems in which those assets are stored and referenced. Provides expertise in the development, presentation, and management of data. Promotes best practices in developing content, messaging, and training materials. May supervise staff in documentation preparation or management.
Training Specialist/Developer	Designs, develops, documents, and delivers training courses to a wide range of audiences. Employs various training techniques including formal lectures, seminars, tutorials and self-paced exercises, and computer-based training (CBT). Provides professional guidance to managers, analysts, specialists, and programmers in the use of the software. Participates in user-support related tasks. Leads efforts in the areas of training plan development, training material preparation, curricula definition and training course delivery.
Training Manager	Provide leadership and management for training tasks. Responsible for the effective development, coordination and presentation of training and development programs. Prepare training documents and services that are required to support training requirements in compliance with training policies. May supervise the activity of junior training staff. Maintain contact with the customer to insure that the training meets their needs.
Hardware/Network Installer/Field Engineer	Organize and direct hardware installations on site surveys. Assess and document current site network configuration and user requirements. Design and optimize network topologies. Analyze and develop new hardware requirements and prepare specifications for hardware acquisitions. Direct and lead preparation of engineering plans and site installation Technical Design Packages. Develop hardware installation schedules. Mobilize installation team. Direct and lead preparation of drawings documenting configuration changes at each site. Prepare site installation and test reports. Coordinate post installation operations and maintenance support.
Hardware/Network Site Survey Specialist	Conduct site surveys; assess and document current site network configuration and user requirements. Design and optimize network topologies. Analyze existing requirements and prepare specifications for hardware acquisitions. Prepare engineering plans and site installation Technical Design Packages. Develop hardware installation schedules. Prepare drawings documenting configuration changes at each site. Prepare site installation and test reports.
Systems Administrator	Responsible for the internal or customer administration, maintenance and management of capacity resources for computers at the operating system and infrastructure level. Builds, configures, troubleshoots and integrates new and existing servers to provide service enhancements, application deployments and infrastructure upgrades. Recommends software and hardware enhancements, diagnoses and corrects issues, defines and implements new services with the goal of achieving maximum server uptime and availability for the customers. Responsible for monitoring performance, system usage. Contributes towards the Disaster Recovery Plan (DRP), backup systems and disk configurations. Conducts system analysis and development to keep systems current with changing technologies.
Systems Analyst	Provides expertise in developing systems involving new technologies, methods, concepts or approaches. May provide supervisory, technical, and administrative direction for personnel performing system development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. Formulates statements of management, scientific and business problems, and devises procedures for solutions of problems. Performs required analysis of information management and data requirements, develops test plans, procedures and data, and evaluate system, effectiveness and efficiency. Performs system development activities, design configuration management as needed.
Systems Architect/Engineer	Establish system information requirements in the development of enterprise-wide or large-scale information systems. Design architecture to include the software, hardware, and communications to support the total requirements as well as provide for

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Specialty	Descriptions
	present and future cross-functional requirements and interfaces. Ensure that the common operating environment is compliant with enterprise architecture and applicable reference models. Evaluate analytically and systematically problems of workflows, organization, and planning and develop appropriate corrective action. Provide daily supervision and direction to staff.
Functional Manager	Provides knowledge of, and experience with, the management of specific domain areas, which may include, but not limited to, software, hardware, data, quality, or financial expertise. Strong domain expertise to solve complex problems, provide guidance and experience on technical solution implementation, engage resources and/or serves as a domain team leader, perform analyses of client issues, and help to ensure that the IT program meets business needs. Other experience may include implementing business process reengineering, developing financial models, orchestrating change management principles, and conducting performance measurements. May oversee and management specific functional areas. Coordinates with stakeholders affected by functional area. May supervise staff.
Functional Business/Financial Analyst	Support government financial business practices and incorporate processes into compliant solution. Apply sound accounting, tracking, and data processing principles to the performance of an effort. Identify potential problems and solutions through analysis and recommends solutions. Work with functional specialists, vendors, and customers. Prepare timely and submit financial and performance reports. Apply applications, while adhering to established accounting principles and practices.
ERP Business Systems Analyst	Provides functional business process analysis for federal ERP systems. Duties include each aspect of traditional and Agile SDLCs. Performs issue resolution and solves complex issues, analyzes financial data, supports interface design, as well as provides training and other activities. May perform quality assurance and other oversight tasks. May be responsible for developing analysis papers, analysis of alternatives, decision papers, and other project deliverables. Ability to perform duties with limited supervision; may supervise others.

SERVICE CONTRACT ACT

The labor categories that fall under the requirements of the Service Contract Act (SCA) (i.e., non-exempt labor categories) are identified in the matrix below.

SCA Matrix

SCA Eligible Contract Labor Category	SCA Equivalent Code – Title	WD Number
Technical Writer	30462 Technical Writer II	2015-4281
Illustrator	13042 Illustrator II	2015-4281
Graphic Artist	15080 Graphic Designer	2015-4281
Help Desk Specialist	14160 Personal Computer Support Technician	2015-4281
Software Tester	14103 Computer Systems Analyst III	2015-4281
Project Administrator I	01112 General Clerk II	2015-4281
Program Analyst 1	14071 Computer Programmer I	2015-4281
Technical Support 1	14101 Computer Systems Analyst I	2015-4281
Technical Support 2	14102 Computer Systems Analyst II	2015-4281
Sr. Administrative Support	01020 Administrative Assistant	2015-4281
Jr. Administrative Support	01311 Secretary I	2015-4281

The Service Contract Act (SCA) is applicable to this contract and it includes SCA eligible labor categories. The prices for the indicated SCA labor categories meet the requirements of the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix. The prices offered are based on the preponderance of where work is performed and should the contractor perform in an area with lower SCA rates, resulting in lower wages being paid, the task order prices may be discounted accordingly.

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CGI LABOR CATEGORIES & RATES (SPECIAL ITEM NUMBER 132-51 and 132-56)

		4/22/16-4/21/17		4/22/17-4/21/18		4/22/18-4/21/19		4/22/19-4/21/20		4/22/20-4/21/21	
		CY1		CY2		CY3		CY4		CY5	
Specialty Name	**Level**	**CGI Federal**	**Customer**	**CGI Federal**	**Customer**	**CGI Federal**	**Customer**	**CGI Federal**	**Customer**	**CGI Federal**	**Customer**
Data Architect/Engineer	1	$96.28	$87.08	$98.11	$88.73	$99.97	$90.42	$101.87	$92.14	$103.81	$93.89
Data Architect/Engineer	2	$121.90	$110.26	$124.22	$112.35	$126.58	$114.49	$128.98	$116.66	$131.43	$118.88
Data Architect/Engineer	3	$154.02	$139.31	$156.95	$141.96	$159.93	$144.65	$162.97	$147.40	$166.06	$150.20
Data Architect/Engineer	4	$187.06	$169.20	$190.61	$172.41	$194.24	$175.69	$197.93	$179.03	$201.69	$182.43
Data Architect/Engineer	5	$223.89	$202.50	$228.14	$206.35	$232.48	$210.27	$236.90	$214.26	$241.40	$218.33
Data Scientist	2	$118.95	$107.59	$121.21	$109.63	$123.51	$111.72	$125.86	$113.84	$128.25	$116.00
Data Scientist	3	$151.12	$136.69	$153.99	$139.29	$156.92	$141.93	$159.90	$144.63	$162.94	$147.38
Data Scientist	4	$200.19	$181.07	$203.99	$184.51	$207.87	$188.02	$211.82	$191.59	$215.84	$195.23
Data Scientist	5	$232.36	$210.17	$236.77	$214.16	$241.27	$218.23	$245.86	$222.38	$250.53	$226.60
Data Specialist/ Web Content Analyst	2	$101.44	$91.75	$103.37	$93.49	$105.33	$95.27	$107.33	$97.08	$109.37	$98.92
Data Specialist/ Web Content Analyst	3	$122.51	$110.80	$124.84	$112.91	$127.21	$115.05	$129.63	$117.24	$132.09	$119.46
Data Specialist/ Web Content Analyst	4	$152.23	$137.69	$155.12	$140.31	$158.07	$142.97	$161.07	$145.69	$164.13	$148.46
Data Specialist/ Web Content Analyst	5	$187.05	$169.18	$190.60	$172.39	$194.23	$175.67	$197.92	$179.01	$201.68	$182.41
Database Administrator	1	$74.81	$67.67	$76.23	$68.96	$77.68	$70.27	$79.16	$71.60	$80.66	$72.96
Database Administrator	2	$101.00	$91.36	$102.92	$93.10	$104.87	$94.86	$106.87	$96.67	$108.90	$98.50
Database Administrator	3	$126.86	$114.74	$129.27	$116.92	$131.73	$119.14	$134.23	$121.41	$136.78	$123.71
Database Administrator	4	$166.51	$150.61	$169.67	$153.47	$172.90	$156.39	$176.18	$159.36	$179.53	$162.39
Database Administrator	5	$190.36	$172.18	$193.98	$175.45	$197.66	$178.78	$201.42	$182.18	$205.24	$185.64
Documentation Manager	3	$126.20	$114.15	$128.60	$116.32	$131.04	$118.53	$133.53	$120.78	$136.07	$123.08
Documentation Manager	4	$154.40	$139.65	$157.33	$142.30	$160.32	$145.01	$163.37	$147.76	$166.47	$150.57
Documentation Manager	5	$201.78	$182.51	$205.61	$185.98	$209.52	$189.51	$213.50	$193.11	$217.56	$196.78
Documentation Technical Writer/Editor	1	$67.61	$61.15	$68.89	$62.31	$70.20	$63.50	$71.54	$64.70	$72.90	$65.93
Documentation Technical Writer/Editor	2	$82.41	$74.54	$83.98	$75.96	$85.57	$77.40	$87.20	$78.87	$88.85	$80.37
Documentation Technical Writer/Editor	3	$107.58	$97.30	$109.62	$99.15	$111.71	$101.03	$113.83	$102.95	$115.99	$104.91
Documentation Technical Writer/Editor	4	$133.08	$120.37	$135.61	$122.66	$138.19	$124.99	$140.81	$127.36	$143.49	$129.78
Documentation Technical Writer/Editor	5	$156.10	$141.19	$159.07	$143.87	$162.09	$146.61	$165.17	$149.39	$168.31	$152.23
ERP Business Systems Analyst	1	-	-	-	-	$117.96	$108.65	$120.20	$110.71	$122.49	$112.82
ERP Business Systems Analyst	2	-	-	-	-	$143.96	$134.55	$146.70	$137.11	$149.48	$139.71
ERP Business Systems Analyst	3	-	-	-	-	$176.23	$163.12	$179.58	$166.22	$182.99	$169.38
ERP Business Systems Analyst	4	-	-	-	-	$196.50	$179.88	$200.23	$183.30	$204.04	$186.78
ERP Business Systems Analyst	5	-	-	-	-	$225.98	$206.88	$230.27	$210.81	$234.65	$214.82
Functional Analyst	2	$111.32	$100.69	$113.44	$102.60	$115.59	$104.55	$117.79	$106.54	$120.02	$108.56
Functional Analyst	3	$139.25	$125.95	$141.90	$128.34	$144.59	$130.78	$147.34	$133.27	$150.14	$135.80

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Functional Analyst	4	$167.74	$151.72	$170.93	$154.60	$174.17	$157.54	$177.48	$160.53	$180.86	$163.58
Functional Analyst	5	$198.01	$179.10	$201.77	$182.50	$205.61	$185.97	$209.51	$189.50	$213.49	$193.10
Functional Business Process Analyst	1	$88.69	$80.22	$90.38	$81.74	$92.09	$83.30	$93.84	$84.88	$95.62	$86.49
Functional Business Process Analyst	2	$109.34	$98.89	$111.42	$100.77	$113.53	$102.68	$115.69	$104.63	$117.89	$106.62
Functional Business Process Analyst	3	$152.27	$137.72	$155.16	$140.34	$158.11	$143.00	$161.12	$145.72	$164.18	$148.49
Functional Business Process Analyst	4	$186.99	$169.13	$190.54	$172.34	$194.16	$175.62	$197.85	$178.95	$201.61	$182.35
Functional Business Process Analyst	5	$220.20	$199.16	$224.38	$202.94	$228.65	$206.80	$232.99	$210.73	$237.42	$214.73
Functional Subject Matter Expert	1	$156.45	$141.51	$159.43	$144.20	$162.46	$146.94	$165.54	$149.73	$168.69	$152.58
Functional Subject Matter Expert	2	$177.28	$160.35	$180.65	$163.39	$184.08	$166.49	$187.58	$169.66	$191.14	$172.88
Functional Subject Matter Expert	3	$200.35	$181.21	$204.16	$184.65	$208.04	$188.16	$211.99	$191.74	$216.02	$195.38
Functional Subject Matter Expert	4	$226.05	$204.46	$230.34	$208.34	$234.72	$212.30	$239.18	$216.34	$243.73	$220.45
Functional Subject Matter Expert	5	$250.45	$226.53	$255.21	$230.83	$260.06	$235.22	$265.00	$239.69	$270.03	$244.24
Functional-Business/Financial Analyst	2	$74.24	$67.15	$75.65	$68.43	$77.09	$69.73	$78.55	$71.05	$80.05	$72.40
Functional-Business/Financial Analyst	3	$91.81	$83.04	$93.55	$84.62	$95.33	$86.23	$97.14	$87.86	$98.99	$89.53
Functional-Business/Financial Analyst	4	$114.87	$103.90	$117.05	$105.87	$119.28	$107.89	$121.54	$109.94	$123.85	$112.02
Functional-Business/Financial Analyst	5	$145.64	$131.73	$148.41	$134.23	$151.23	$136.78	$154.10	$139.38	$157.03	$142.03
Functional-Manager	3	$131.52	$118.96	$134.02	$121.22	$136.57	$123.52	$139.16	$125.87	$141.80	$128.26
Functional-Manager	4	$155.05	$140.24	$158.00	$142.90	$161.00	$145.62	$164.06	$148.39	$167.17	$151.21
Functional-Manager	5	$190.22	$172.05	$193.83	$175.32	$197.52	$178.65	$201.27	$182.04	$205.09	$185.50
Hardware/Network Administrator	1	$75.12	$67.95	$76.55	$69.24	$78.00	$70.56	$79.48	$71.90	$80.99	$73.26
Hardware/Network Administrator	2	$93.23	$84.33	$95.00	$85.93	$96.81	$87.56	$98.65	$89.23	$100.52	$90.92
Hardware/Network Administrator	3	$115.34	$104.32	$117.53	$106.30	$119.76	$108.32	$122.04	$110.38	$124.36	$112.48
Hardware/Network Administrator	4	$141.16	$127.68	$143.84	$130.11	$146.58	$132.58	$149.36	$135.10	$152.20	$137.66
Hardware/Network Administrator	5	$182.40	$164.98	$185.87	$168.11	$189.40	$171.31	$193.00	$174.56	$196.66	$177.88
Hardware/Network Architect/Engineer	2	$102.65	$92.84	$104.60	$94.60	$106.59	$96.40	$108.61	$98.23	$110.68	$100.10
Hardware/Network Architect/Engineer	3	$124.98	$113.04	$127.35	$115.19	$129.77	$117.38	$132.24	$119.61	$134.75	$121.88
Hardware/Network Architect/Engineer	4	$152.60	$138.02	$155.50	$140.64	$158.45	$143.31	$161.46	$146.04	$164.53	$148.81
Hardware/Network Architect/Engineer	5	$201.81	$182.53	$205.64	$186.00	$209.55	$189.53	$213.53	$193.13	$217.59	$196.80
Hardware/Network Designer	2	$102.93	$93.10	$104.89	$94.87	$106.88	$96.67	$108.91	$98.51	$110.98	$100.38

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Hardware/Network Designer	3	$120.96	$109.41	$123.26	$111.49	$125.60	$113.61	$127.99	$115.77	$130.42	$117.97
Hardware/Network Designer	4	$147.25	$133.19	$150.05	$135.72	$152.90	$138.30	$155.80	$140.93	$158.76	$143.60
Hardware/Network Designer	5	$193.32	$174.85	$196.99	$178.17	$200.74	$181.56	$204.55	$185.01	$208.44	$188.52
Hardware/Network Installer/Field Engineer	1	$73.10	$66.12	$74.49	$67.38	$75.90	$68.66	$77.35	$69.96	$78.82	$71.29
Hardware/Network Installer/Field Engineer	2	$86.42	$78.17	$88.06	$79.66	$89.74	$81.17	$91.44	$82.71	$93.18	$84.28
Hardware/Network Installer/Field Engineer	3	$102.44	$92.65	$104.39	$94.41	$106.37	$96.20	$108.39	$98.03	$110.45	$99.89
Hardware/Network Installer/Field Engineer	4	$129.15	$116.81	$131.60	$119.03	$134.10	$121.29	$136.65	$123.60	$139.25	$125.94
Hardware/Network Installer/Field Engineer	5	$172.01	$155.58	$175.28	$158.54	$178.61	$161.55	$182.00	$164.62	$185.46	$167.75
Hardware/Network Manager	2	$145.73	$131.81	$148.50	$134.31	$151.32	$136.87	$154.20	$139.47	$157.13	$142.12
Hardware/Network Manager	3	$152.66	$138.08	$155.56	$140.70	$158.52	$143.38	$161.53	$146.10	$164.60	$148.88
Hardware/Network Manager	4	$182.03	$164.64	$185.49	$167.77	$189.01	$170.96	$192.60	$174.20	$196.26	$177.51
Hardware/Network Site Survey Specialist	2	$87.63	$79.26	$89.29	$80.77	$90.99	$82.30	$92.72	$83.86	$94.48	$85.46
Hardware/Network Site Survey Specialist	3	$112.81	$102.04	$114.95	$103.98	$117.14	$105.95	$119.36	$107.97	$121.63	$110.02
Hardware/Network Site Survey Specialist	4	$133.00	$120.30	$135.53	$122.59	$138.10	$124.91	$140.73	$127.29	$143.40	$129.71
Hardware/Network Site Survey Specialist	5	$163.04	$147.47	$166.14	$150.27	$169.29	$153.13	$172.51	$156.04	$175.79	$159.00
Help Desk Call Center Coordinator	1	$46.70	$42.24	$47.59	$43.04	$48.49	$43.86	$49.41	$44.69	$50.35	$45.54
Help Desk Call Center Coordinator	2	$53.26	$48.17	$54.27	$49.09	$55.30	$50.02	$56.35	$50.97	$57.42	$51.94
Help Desk Call Center Coordinator	3	$60.79	$54.98	$61.95	$56.02	$63.12	$57.09	$64.32	$58.17	$65.54	$59.28
Help Desk Call Center Coordinator	4	$65.96	$59.66	$67.21	$60.79	$68.49	$61.95	$69.79	$63.13	$71.12	$64.33
Help Desk Manager	3	$99.04	$89.58	$100.92	$91.28	$102.84	$93.02	$104.79	$94.78	$106.78	$96.58
Help Desk Manager	4	$119.55	$108.13	$121.82	$110.18	$124.14	$112.28	$126.49	$114.41	$128.90	$116.59
Help Desk Manager	5	$147.46	$133.38	$150.26	$135.91	$153.12	$138.50	$156.03	$141.13	$158.99	$143.81
Help Desk Specialist	1	$58.59	$53.00	$59.70	$54.01	$60.84	$55.03	$61.99	$56.08	$63.17	$57.14
Help Desk Specialist	2	$75.58	$68.36	$77.02	$69.66	$78.48	$70.98	$79.97	$72.33	$81.49	$73.71
Help Desk Specialist	3	$90.23	$81.62	$91.94	$83.17	$93.69	$84.75	$95.47	$86.36	$97.29	$88.00
Help Desk Specialist	4	$118.02	$106.75	$120.26	$108.78	$122.55	$110.85	$124.88	$112.95	$127.25	$115.10
Help Desk Specialist	5	$137.17	$124.06	$139.78	$126.42	$142.43	$128.82	$145.14	$131.27	$147.90	$133.76
Program Manager	3	$200.35	$181.21	$204.16	$184.65	$208.04	$188.16	$211.99	$191.74	$216.02	$195.38
Program Manager	4	$226.05	$204.46	$230.34	$208.34	$234.72	$212.30	$239.18	$216.34	$243.73	$220.45
Program Manager	5	$250.45	$226.53	$255.21	$230.83	$260.06	$235.22	$265.00	$239.69	$270.03	$244.24
Project Manager	3	$111.17	$100.55	$113.28	$102.46	$115.43	$104.41	$117.63	$106.39	$119.86	$108.41
Project Manager	4	$138.45	$125.23	$141.08	$127.61	$143.76	$130.03	$146.49	$132.50	$149.28	$135.02
Project Manager	5	$175.60	$158.82	$178.94	$161.84	$182.34	$164.91	$185.80	$168.05	$189.33	$171.24
Project Specialist/Analyst	1	$67.84	$61.36	$69.13	$62.53	$70.44	$63.71	$71.78	$64.92	$73.14	$66.16
Project Specialist/Analyst	2	$81.49	$73.71	$83.04	$75.11	$84.62	$76.54	$86.22	$77.99	$87.86	$79.47

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Project Specialist/Analyst	3	$113.71	$102.85	$115.87	$104.80	$118.07	$106.80	$120.32	$108.82	$122.60	$110.89
Project Specialist/Analyst	4	$143.67	$129.95	$146.40	$132.42	$149.18	$134.94	$152.02	$137.50	$154.90	$140.11
Quality Control Specialist	1	$77.88	$70.44	$79.36	$71.78	$80.87	$73.14	$82.40	$74.53	$83.97	$75.95
Quality Control Specialist	2	$91.58	$82.84	$93.32	$84.41	$95.09	$86.02	$96.90	$87.65	$98.74	$89.32
Quality Control Specialist	3	$113.80	$102.93	$115.96	$104.89	$118.17	$106.88	$120.41	$108.91	$122.70	$110.98
Quality Control Specialist	4	$140.74	$127.30	$143.41	$129.72	$146.14	$132.18	$148.92	$134.69	$151.74	$137.25
Quality Control Specialist	5	$167.57	$151.57	$170.75	$154.45	$174.00	$157.38	$177.30	$160.37	$180.67	$163.42
Quality Engineer	1	$85.24	$77.10	$86.86	$78.56	$88.51	$80.06	$90.19	$81.58	$91.91	$83.13
Quality Engineer	2	$119.80	$108.36	$122.08	$110.42	$124.40	$112.52	$126.76	$114.65	$129.17	$116.83
Quality Engineer	3	$148.04	$133.90	$150.85	$136.44	$153.72	$139.04	$156.64	$141.68	$159.62	$144.37
Quality Engineer	4	$171.86	$155.44	$175.13	$158.39	$178.45	$161.40	$181.84	$164.47	$185.30	$167.59
Quality Engineer	5	$211.14	$190.98	$215.15	$194.61	$219.24	$198.31	$223.41	$202.07	$227.65	$205.91
Security Analyst	1	$75.78	$68.54	$77.22	$69.84	$78.69	$71.17	$80.18	$72.52	$81.71	$73.90
Security Analyst	2	$95.99	$86.82	$97.81	$88.47	$99.67	$90.15	$101.57	$91.86	$103.50	$93.61
Security Analyst	3	$119.00	$107.63	$121.26	$109.67	$123.56	$111.76	$125.91	$113.88	$128.31	$116.05
Security Analyst	4	$148.43	$134.25	$151.25	$136.80	$154.12	$139.40	$157.05	$142.05	$160.04	$144.75
Security Analyst	5	$192.55	$174.16	$196.21	$177.47	$199.94	$180.84	$203.74	$184.28	$207.61	$187.78
Security Architect/Engineer	2	$103.02	$93.18	$104.98	$94.95	$106.97	$96.75	$109.00	$98.59	$111.08	$100.47
Security Architect/Engineer	3	$141.07	$127.60	$143.75	$130.02	$146.48	$132.49	$149.26	$135.01	$152.10	$137.58
Security Architect/Engineer	4	$193.08	$174.63	$196.75	$177.95	$200.49	$181.33	$204.30	$184.77	$208.18	$188.28
Security Architect/Engineer	5	$253.94	$229.68	$258.76	$234.04	$263.68	$238.49	$268.69	$243.02	$273.80	$247.64
Security CIP Architect/SME	2	$129.23	$116.89	$131.69	$119.11	$134.19	$121.37	$136.74	$123.68	$139.33	$126.03
Security CIP Architect/SME	3	$159.34	$144.12	$162.37	$146.86	$165.45	$149.65	$168.60	$152.49	$171.80	$155.39
Security CIP Architect/SME	4	$165.12	$149.35	$168.26	$152.19	$171.45	$155.08	$174.71	$158.03	$178.03	$161.03
Security CIP Architect/SME	5	$230.23	$208.24	$234.60	$212.20	$239.06	$216.23	$243.60	$220.34	$248.23	$224.52
Security Manager	3	$139.69	$126.34	$142.34	$128.74	$145.05	$131.19	$147.80	$133.68	$150.61	$136.22
Security Manager	4	$166.18	$150.31	$169.34	$153.17	$172.55	$156.08	$175.83	$159.04	$179.17	$162.06
Security Manager	5	$221.26	$200.13	$225.46	$203.93	$229.75	$207.81	$234.11	$211.76	$238.56	$215.78
Software Architect/Engineer	1	-	-	-	-	$117.03	$107.14	$119.25	$109.18	$121.52	$111.25
Software Architect/Engineer	2	$127.96	$115.73	$130.39	$117.93	$132.87	$120.17	$135.39	$122.45	$137.97	$124.78
Software Architect/Engineer	3	$158.70	$143.54	$161.72	$146.27	$164.79	$149.05	$167.92	$151.88	$171.11	$154.76
Software Architect/Engineer	4	$209.89	$189.84	$213.88	$193.45	$217.94	$197.12	$222.08	$200.87	$226.30	$204.68
Software Architect/Engineer	5	$250.89	$226.93	$255.66	$231.24	$260.51	$235.64	$265.46	$240.11	$270.51	$244.67
Software Designer	1	$87.27	$78.93	$88.93	$80.43	$90.62	$81.96	$92.34	$83.52	$94.09	$85.10
Software Designer	2	$103.85	$93.93	$105.82	$95.71	$107.83	$97.53	$109.88	$99.39	$111.97	$101.27
Software Designer	3	$129.35	$116.99	$131.81	$119.21	$134.31	$121.48	$136.86	$123.79	$139.46	$126.14
Software Designer	4	$176.18	$159.35	$179.53	$162.38	$182.94	$165.46	$186.41	$168.61	$189.96	$171.81
Software Designer	5	$211.01	$190.86	$215.02	$194.49	$219.10	$198.18	$223.27	$201.95	$227.51	$205.78
Software Developer/Programmer	1	$85.95	$77.74	$87.58	$79.22	$89.25	$80.72	$90.94	$82.26	$92.67	$83.82
Software Developer/Programmer	2	$108.42	$98.06	$110.48	$99.92	$112.58	$101.82	$114.72	$103.76	$116.90	$105.73
Software Developer/Programmer	3	$141.38	$127.87	$144.07	$130.30	$146.80	$132.78	$149.59	$135.30	$152.44	$137.87
Software Developer/Programmer	4	$167.96	$151.91	$171.15	$154.80	$174.40	$157.74	$177.72	$160.73	$181.09	$163.79
Software Developer/Programmer	5	$198.68	$179.70	$202.45	$183.11	$206.30	$186.59	$210.22	$190.14	$214.22	$193.75

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Software Tester	1	$87.10	$78.78	$88.75	$80.28	$90.44	$81.80	$92.16	$83.36	$93.91	$84.94
Software Tester	2	$102.89	$93.07	$104.84	$94.84	$106.84	$96.64	$108.87	$98.48	$110.94	$100.35
Software Tester	3	$128.21	$115.97	$130.65	$118.17	$133.13	$120.42	$135.66	$122.71	$138.24	$125.04
Software Tester	4	$155.63	$140.77	$158.59	$143.44	$161.60	$146.17	$164.67	$148.95	$167.80	$151.78
Software Tester	5	$182.41	$164.99	$185.88	$168.12	$189.41	$171.32	$193.01	$174.57	$196.67	$177.89
Systems Administrator	1	$84.86	$76.75	$86.47	$78.21	$88.12	$79.69	$89.79	$81.21	$91.50	$82.75
Systems Administrator	2	$107.46	$97.20	$109.50	$99.05	$111.58	$100.93	$113.70	$102.85	$115.86	$104.80
Systems Administrator	3	$129.75	$117.35	$132.22	$119.58	$134.73	$121.85	$137.29	$124.17	$139.90	$126.53
Systems Administrator	4	$156.19	$141.27	$159.16	$143.95	$162.18	$146.69	$165.26	$149.48	$168.40	$152.32
Systems Administrator	5	$184.18	$166.59	$187.68	$169.76	$191.25	$172.98	$194.88	$176.27	$198.58	$179.62
Systems Analyst	1	$72.58	$65.64	$73.96	$66.89	$75.36	$68.16	$76.80	$69.45	$78.26	$70.77
Systems Analyst	2	$100.66	$91.05	$102.57	$92.78	$104.52	$94.54	$106.51	$96.34	$108.53	$98.17
Systems Analyst	3	$125.68	$113.68	$128.07	$115.84	$130.50	$118.04	$132.98	$120.28	$135.51	$122.57
Systems Analyst	4	$154.83	$140.04	$157.77	$142.70	$160.77	$145.41	$163.82	$148.17	$166.94	$150.99
Systems Analyst	5	$186.36	$168.56	$189.90	$171.76	$193.51	$175.03	$197.19	$178.35	$200.93	$181.74
Systems Architect/Engineer	1	-	-	-	-	$118.04	$108.05	$120.28	$110.10	$122.57	$112.19
Systems Architect/Engineer	2	-	-	-	-	$144.29	$132.09	$147.04	$134.61	$149.84	$137.17
Systems Architect/Engineer	3	$158.78	$143.61	$161.80	$146.34	$164.87	$149.12	$168.00	$151.95	$171.20	$154.84
Systems Architect/Engineer	4	$206.04	$186.36	$209.95	$189.90	$213.94	$193.51	$218.01	$197.19	$222.15	$200.93
Systems Architect/Engineer	5	$249.46	$225.63	$254.20	$229.92	$259.03	$234.29	$263.95	$238.74	$268.97	$243.27
Training Manager	3	$127.69	$115.49	$130.12	$117.68	$132.59	$119.92	$135.11	$122.20	$137.67	$124.52
Training Manager	4	$161.51	$146.08	$164.58	$148.86	$167.71	$151.68	$170.89	$154.57	$174.14	$157.50
Training Manager	5	$214.48	$194.00	$218.56	$197.69	$222.71	$201.44	$226.94	$205.27	$231.25	$209.17
Training Specialist/Developer	1	$67.58	$61.12	$68.86	$62.28	$70.17	$63.46	$71.51	$64.67	$72.86	$65.90
Training Specialist/Developer	2	$82.78	$74.88	$84.35	$76.30	$85.96	$77.75	$87.59	$79.23	$89.25	$80.74
Training Specialist/Developer	3	$114.75	$103.79	$116.93	$105.76	$119.15	$107.77	$121.42	$109.82	$123.72	$111.91
Training Specialist/Developer	4	$142.25	$128.66	$144.95	$131.10	$147.71	$133.60	$150.51	$136.13	$153.37	$138.72
Training Specialist/Developer	5	$182.99	$165.51	$186.47	$168.65	$190.01	$171.86	$193.62	$175.12	$197.30	$178.45

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TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 132-52)

*******NOTE: If offering IT Professional Services with E-Commerce, use SIN 132-51 and include the Terms and Conditions applicable to the IT Professional Services offered.***

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

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

b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).

c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers,* paragraph 6. *Delivery Schedule.*

5. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

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

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Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

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

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

****Insert commercial warranty.****

The warranty shall commence upon the later of the following:

a. Activation of the user's service

b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

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13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

14. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

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SIN 132-52 - MANAGED HOSTING SERVICES (NON-CLOUD)

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE
132-52	CLD-VM-Base	Virtual Machine	Basic virtual server with no Operating System provisioned as follows: a single 1GHz vCPU, 1 GB of RAM, 80GB of internal disk. Provisioned in CGI Federal's FedRamp Cloud.	Each/monthly	$173.39
132-52	CLD-Add-RAM	Additional VM RAM	Supplemental RAM added to a VM. Requires Virtual Machine.	GB/monthly	$53.20
132-52	CLD-Add-CPU	Additional VM CPU	Supplemental vCPU capacity added to a VM. Requires Virtual Machine.	Ghz/monthly	$42.48
132-52	Stg-T1	Tier-1 SAN	External Fibre Channel storage. Appropriate for use with Business Critical, High IO Profile, Low Latency applications Maximum response <5ms. Requires Virtual Machine.	GB Allocated /monthly	$0.33
132-52	Stg-T2	Tier-2 SAN	External Fibre Channel storage. Appropriate for use with General Purpose, Medium IO Profile, Average Latency applications. Maximum response <10ms	GB Allocated /monthly	$0.22
132-52	Stg-T3	Tier-3 SAN	External Fibre Channel storage. Appropriate for use with Basic Performance, Low IO Profile, High Latency applications. Maximum response <15ms. Requires Virtual Machine.	GB Allocated /monthly	$0.13
132-52	Stg-I/O-Gb	Storage I/O Transfer	Transfer of data (such as files or objects) across the Cloud Provider's Network. Measured in gigabits.	Gb transferred monthly	$0.02
132-52	Stg-I/O-Req	Storage I/O requests	Data transfer requests made	Each 1000 requests /month	$0.08
132-52	Stg-NAS	Network Attached Storage	General Purpose NAS Transport Layer, File Services response <15Ms. Requires Virtual Machine.	GB Allocated /monthly	$0.45
132-52	Stg-Obj	Object Storage	Object Based Archive. Low performance storage for long term, archival purposes	GB Allocated /monthly	$0.05
132-52	BU-Local	Backup to local storage	Deduplicated backup service comprising of weekly full and nightly incremental. Backups are retained locally for 30 days	GB protected /monthly	$0.22
132-52	BU-Dedup	Backup with off site storage	Deduplicated backup service comprising of weekly full and nightly incremental. Backups are replicated off site and retained for 30 days	GB protected /monthly	$0.35
132-52	BU-Disk-LT	Long term Backup	One time backup to tape for data retention purposes	GB protected /monthly	$0.05
132-52	WIN-vCPU-Lic	Win OS VM License	Licenses of base Operating System for a VM	Each vCPU/ monthly	$28.17
132-52	WIN-vCPU-Lic	Win OS Server License	Licenses of base Operating System for a physical server	Each CPU/monthly	$165.08
132-52	RH-vCPU-Lic	RH OS License	Licenses of base Operating System. Up to 4 vCPU	Each vCPU/ monthly	$50.98
132-52	RH-vCPU-Lic	RH OS License	Licenses of base Operating System. More than 5 CPU	Each vCPU/ monthly	$112.77
132-52	WIN-OSI	Windows OS Admin	Basic management of Operating System such as file system and access configuration.	per OSI/monthly	$252.71
132-52	LINUX-OSI	LINUX OS Software Admin	Basic management of Operating System such as file system and access configuration.	per OSI/monthly	$308.38
132-52	OS-Patch	OS Software Patching	Patching of Operating Systems in order to maintain security compliance	per VM/monthly	$55.16
132-52	VPN-S2S	Site to Site VPN	VPN tunnel between CGI Federal and a customer end point	Each/monthly	$58.52
132-52	2-SOC-Intel	2 Processor Intel Server	Basic server with no operating system provisioned as follows: Dual 8 core CPU, 256GB of RAM. Requires 36 month commitment with early termination fees	Monthly	$667.78

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SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE
132-52	4-SOC-Intel	4 Processor Intel Server	Server with no operating system provisioned as follows: Quadl 8 core CPU, 256GB of RAM. Requires 36 month commitment with early termination fees	Monthly	$1,656.53
132-52	Intel-RAM	Additional compatible RAM	Supplemental32GB RAM added to above Intel Server. Requires 36 month commitment with early termination fees	Monthly	$39.26
132-52	AIX-Sm	AIX Server - Base	AIX server provisioned as follows: dual 10 Core CPU, 256 GB of RAM, 2 x 200 GB of internal disk. Requires 36 month commitment with early termination fees	Monthly	$5,580.47
132-52	AIX-Mdm	AIX Server - Med	AIX server provisioned as follows: dual 12 Core CPU, 512 GB of RAM, 2 x 200 GB of internal disk. This server supports 1024 GB RAM if needed. Requires 36 month commitment with early termination fees.	Monthly	$9,377.59
132-52	AIX-Lrg	AIX Server - Lrg	AIX server provisioned as follows: quad 10 Core CPU, 1024 GB of RAM, 2 x 200 GB of internal disk. Requires 36 month commitment with early termination fees.	Monthly	$15,774.38
132-52	AIX-RAM	Additional compatible RAM	Supplemental 64 GB RAM added to an AIX Server. Requires 36 month commitment with early termination fees	Monthly	$138.89
132-52	Net-LAN-100	LAN Port 1Gb	1 GB Lan port off shared switch	Monthly	$25.85
132-52	Net-LAN-10	LAN Port 10Gb	10 GB Lan port off shared switch	Monthly	$34.92
132-52	Net-Fw	Virtual Firewall	Virtual Firewall capacity allocated from Shared infrastructure	Monthly	$141.88
132-52	Net-Int-Gb-moved	Internet Bandwidth	Internet Bandwidth in or out of customer environment	Gb/monthly	$0.32
132-52	Net-Int-Mb-Pipe	Internet Bandwidth	Internet Bandwidth committed capacity 1Mb/sec	1Mb/Sec Monthly	$62.20
132-52	DR-CLD-RAM	Compute Capacity/RAM	Reserved memory capacity located at the DR site to support recovery	GB/Month	$31.89
132-52	DR-CLD-CPU	Compute Capacity/CPU	Reserved processor capacity located at the DR site to support recovery	MHz/month	$89.00
132-52	DR-CLD-T1	Storage Capacity	SAN capacity in the DR site to preposition data to support recovery	GB/Month	$0.59
132-52	DR-CLD-BW	Replication Bandwidth	Bandwidth required to replicate data to the DR site in case of disaster	Mb/sec/month	$62.20
132-52	Monitoring	Monitoring	Basic OS monitoring	OS instance/ Month	$43.01
132-52	Blade-Slot	Blade Slot	Slot in a Blade Chassis for a Server	Monthly	$340.22
132-52	San-Port	SAN Port	Fiber port for connectivity to SAN	Monthly	$60.64
132-52	RU5K	RU5K	Rack Unit in a 5KW rack	Monthly	$91.45
132-52	RU10K	RU10K	Rack Unit in a 10KW rack	Monthly	$171.69

Subscription

The Managed Hosting is available on a subscription basis. For a fixed term and a fixed monthly fee, an ordering activity subscribing to the service receives the benefits of use to which the ordering activity subscribes. Prices quoted here are for a 36 month subscription, subscriptions for longer a term are available at a discount, on an as-negotiated basis.

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USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

- To actively seek and partner with small businesses.
- To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.
- To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
- To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.
- We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact the Small Business Liaison Office at (703) 227.6000.

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BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL ACQUISITION SERVICE SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Ordering Activity) and (CGI Federal Inc.) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Acquisition Service Schedule Contract(s) _____.

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

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

Signatures

Ordering Activity	Date	CGI Federal Inc.	Date

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BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Acquisition Service Schedule Contract Number(s) GS-35F-4797H, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) exclusively with (Ordering Activity):

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

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

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

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(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Acquisition Service Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Acquisition Service Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to ordering activity requirements.

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

Orders under a Team Arrangement are subject to terms and conditions or the Federal Acquisition Service Schedule Contract.

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Acquisition Service Schedule Contractors may individually meet the customer's needs, or
- Federal Acquisition Service Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

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INFORMATION PRIVACY POLICY

POLICY STATEMENT

The City of Palo Alto (the "City") strives to promote and sustain a superior quality of life for persons in Palo Alto. In promoting the quality of life of these persons, it is the policy of the City, consistent with the provisions of the California Public Records Act, California Government Code §§ 6250 – 6270, to take appropriate measures to safeguard the security and privacy of the personal (including, without limitation, financial) information of persons, collected in the ordinary course and scope of conducting the City's business as a local government agency. These measures are generally observed by federal, state and local authorities and reflected in federal and California laws, the City's rules and regulations, and industry best practices, including, without limitation, the provisions of California Civil Code §§ 1798.3(a), 1798.24, 1798.79.8(b), 1798.80(e), 1798.81.5, 1798.82(e), 1798.83(e)(7), and 1798.92(c). Though some of these provisions do not apply to local government agencies like the City, the City will conduct business in a manner which promotes the privacy of personal information, as reflected in federal and California laws. The objective of this Policy is to describe the City's data security goals and objectives, to ensure the ongoing protection of the Personal Information, Personally Identifiable Information, Protected Critical Infrastructure Information and Personally Identifying Information of persons doing business with the City and receiving services from the City or a third party under contract to the City to provide services. The terms "Personal Information," "Protected Critical Infrastructure Information", "Personally Identifiable Information" and "Personally Identifying Information" (collectively, the "Information") are defined in the California Civil Code sections, referred to above, and are incorporated in this Policy by reference.

PURPOSE

The City, acting in its governmental and proprietary capacities, collects the Information pertaining to persons who do business with or receive services from the City. The Information is collected by a variety of means, including, without limitation, from persons applying to receive services provided by the City, persons accessing the City's website, and persons who access other information portals maintained by the City's staff and/or authorized third-party contractors. The City is committed to protecting the privacy and security of the Information collected by the City. The City acknowledges federal and California laws, policies, rules, regulations and procedures, and industry best practices are dedicated to ensuring the Information is collected, stored and utilized in compliance with applicable laws.

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The goals and objectives of the Policy are: (a) a safe, productive, and inoffensive work environment for all users having access to the City's applications and databases; (b) the appropriate maintenance and security of database information assets owned by, or entrusted to, the City; (c) the controlled access and security of the Information provided to the City's staff and third party contractors; and (d) faithful compliance with legal and regulatory requirements.

SCOPE

The Policy will guide the City's staff and, indirectly, third party contractors, which are by contract required to protect the confidentiality and privacy of the Information of the persons whose personal information data are intended to be covered by the Policy and which will be advised by City staff to conform their performances to the Policy should they enjoy conditional access to that information.

CONSEQUENCES

The City's employees shall comply with the Policy in the execution of their official duties to the extent their work implicates access to the Information referred to in this Policy. A failure to comply may result in employment and/or legal consequences.

EXCEPTIONS

In the event that a City employee cannot fully comply with one or more element(s) described in this Policy, the employee may request an exception by submitting Security Exception Request. The exception request will be reviewed and administered by the City's Information Security Manager (the "ISM"). The employee, with the approval of his or her supervisor, will provide any additional information as may be requested by the ISM. The ISM will conduct a risk assessment of the requested exception in accordance with guidelines approved by the City's Chief Information Officer ("CIO") and approved as to form by the City Attorney. The Policy's guidelines will include at a minimum: purpose, source, collection, storage, access, retention, usage, and protection of the Information identified in the request. The ISM will consult with the CIO to approve or deny the exception request. After due consideration is given to the request, the exception request disposition will be communicated, in writing, to the City employee and his or her supervisor. The approval of any request may be subject to countermeasures established by the CIO, acting by the ISM.

MUNICIPAL ORDINANCE

This Policy will supersede any City policy, rule, regulation or procedure regarding information privacy.

RESPONSIBILITIES OF CITY STAFF

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A. RESPONSIBILITY OF CIO AND ISM

The CIO, acting by the ISM, will establish an information security management framework to initiate and coordinate the implementation of information security measures by the City's government.

The City's employees, in particular, software application users and database users, and, indirectly, third party contractors under contract to the City to provide services, shall by guided by this Policy in the performance of their job responsibilities.

The ISM will be responsible for: (a) developing and updating the Policy, (b) enforcing compliance with and the effectiveness of the Policy; (c) the development of privacy standards that will manifest the Policy in detailed, auditable technical requirements, which will be designed and maintained by the persons responsible for the City's IT environments; (d) assisting the City's staff in evaluating security and privacy incidents that arise in regard to potential violations of the Policy; (e) reviewing and approving department-specific policies and procedures which fall under the purview of this Policy; and (f) reviewing Non-Disclosure Agreements (NDAs) signed by third party contractors, which will provide services, including, without limitation, local or 'cloud-based' software services to the City.

B. RESPONSIBILITY OF INFORMATION SECURITY STEERING COMMITTEE

The Information Security Steering Committee (the "ISSC"), which is comprised of the City's employees, drawn from the various City departments, will provide the primary direction, prioritization and approval for all information security efforts, including key information security and privacy risks, programs, initiatives and activities. The ISSC will provide input to the information security and privacy strategic planning processes to ensure that information security risks are adequately considered, assessed and addressed at the appropriate City department level.

C. RESPONSIBILITY OF USERS

All authorized users of the Information will be responsible for complying with information privacy processes and technologies within the scope of responsibility of each user.

D. RESPONSIBILITY OF INFORMATION TECHNOLOGY (IT) MANAGERS

The City's IT Managers, who are responsible for internal, external, direct and indirect connections to the City's networks, will be responsible for configuring, maintaining and securing the City's IT networks in compliance with the City's information security and privacy policies. They are also responsible for timely internal reporting of events that may have compromised network, system or data security.

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E. RESPONSIBILITY OF AUTHORIZATION COORDINATION

The ISM will ensure that the City's employees secure the execution of Non-Disclosure Agreements (NDA), whenever access to the Information will be granted to third party contractors, in conjunction with the Software as a Service (SaaS) Security and Privacy Terms and Conditions. An NDA must be executed prior to the sharing of the Information of persons covered by this Policy with third party contractors. The City's approach to managing information security and its implementation (i.e. objectives, policies, processes, and procedures for information security) will be reviewed independently by the ISM at planned intervals, or whenever significant changes to security implementation have occurred.

The CIO, acting by the ISM, will review and recommend changes to the Policy annually, or as appropriate, commencing from the date of its adoption.

GENERAL PROCEDURE FOR INFORMATION PRIVACY

A. OVERVIEW

The Policy applies to activities that involve the use of the City's information assets, namely, the Information of persons doing business with the City or receiving services from the City, which are owned by, or entrusted to, the City and will be made available to the City's employees and third party contractors under contract to the City to provide Software as a Service consulting services. These activities include, without limitation, accessing the Internet, using e-mail, accessing the City's intranet or other networks, systems, or devices.

The term "information assets" also includes the personal information of the City's employees and any other related organizations while those assets are under the City's control. Security measures will be designed, implemented, and maintained to ensure that only authorized persons will enjoy access to the information assets. The City's staff will act to protect its information assets from theft, damage, loss, compromise, and inappropriate disclosure or alteration. The City will plan, design, implement and maintain information management systems, networks and processes in order to assure the appropriate confidentiality, integrity, and availability of its information assets to the City's employees and authorized third parties.

B. PERSONAL INFORMATION AND CHOICE

Except as permitted or provided by applicable laws, the City will not share the Information of any person doing business with the City, or receiving services from the City, in violation of this Policy, unless that person has consented to the City's sharing of such information during the conduct of the City's business as a local government agency with third parties under contract to the City to provide services.

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C. METHODS OF COLLECTION OF PERSONAL INFORMATION

The City may gather the Information from a variety of sources and resources, provided that the collection of such information is both necessary and appropriate in order for the City to conduct business as a local government agency in its governmental and proprietary capacities. That information may be gathered at service windows and contact centers as well as at web sites, by mobile applications, and with other technologies, wherever the City may interact with persons who need to share such formation in order to secure the City's services.

The City's staff will inform the persons whose Information are covered by this Policy that the City's web site may use "cookies" to customize the browsing experience with the City of Palo Alto web site. The City will note that a cookie contains unique information that a web site can use to track, among others, the Internet Protocol address of the computer used to access the City's web sites, the identification of the browser software and operating systems used, the date and time a user accessed the site, and the Internet address of the website from which the user linked to the City's web sites. Cookies created on the user's computer by using the City's web site do not contain the Information, and thus do not compromise the user's privacy or security. Users can refuse the cookies or delete the cookie files from their computers by using any of the widely available methods. If the user chooses not to accept a cookie on his or her computer, it will not prevent or prohibit the user from gaining access to or using the City's sites.

D. UTILITIES SERVICE

In the provision of utility services to persons located within Palo Alto, the City of Palo Alto Utilities Department ("CPAU") will collect the Information in order to initiate and manage utility services to customers. To the extent the management of that information is not specifically addressed in the Utilities Rules and Regulations or other ordinances, rules, regulations or procedures, this Policy will apply; provided, however, any such Rules and Regulations must conform to this Policy, unless otherwise directed or approved by the Council. This includes the sharing of CPAU-collected Information with other City departments except as may be required by law.

Businesses and residents with standard utility meters and/or having non-metered monthly services will have secure access through a CPAU website to their Information, including, without limitation, their monthly utility usage and billing data. In addition to their regular monthly utilities billing, businesses and residents with non-standard or experimental electric, water or natural gas meters may have their usage and/or billing data provided to them through non-City electronic portals at different intervals than with the standard monthly billing.

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Businesses and residents with such non-standard or experimental metering will have their Information covered by the same privacy protections and personal information exchange rules applicable to Information under applicable federal and California laws.

E. PUBLIC DISCLOSURE

The Information that is collected by the City in the ordinary course and scope of conducting its business could be incorporated in a public record that may be subject to inspection and copying by the public, unless such information is exempt from disclosure to the public by California law.

F. ACCESS TO PERSONAL INFORMATION

The City will take reasonable steps to verify a person's identity before the City will grant anyone online access to that person's Information. Each City department that collects Information will afford access to affected persons who can review and update that information at reasonable times.

G. SECURITY, CONFIDENTIALITY AND NON-DISCLOSURE

Except as otherwise provided by applicable law or this Policy, the City will treat the Information of persons covered by this Policy as confidential and will not disclose it, or permit it to be disclosed, to third parties without the express written consent of the person affected. The City will develop and maintain reasonable controls that are designed to protect the confidentiality and security of the Information of persons covered by this Policy.

The City may authorize the City's employee and or third party contractors to access and/or use the Information of persons who do business with the City or receive services from the City. In those instances, the City will require the City's employee and/or the third party contractors to agree to use such Information only in furtherance of City-related business and in accordance with the Policy.

If the City becomes aware of a breach, or has reasonable grounds to believe that a security breach has occurred, with respect to the Information of a person, the City will notify the affected person of such breach in accordance with applicable laws. The notice of breach will include the date(s) or estimated date(s) of the known or suspected breach, the nature of the Information that is the subject of the breach, and the proposed action to be taken or the responsive action taken by the City.

H. DATA RETENTION / INFORMATION RETENTION

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The City will store and secure all Information for a period of time as may be required by law, or if no period is established by law, for seven (7) years, and thereafter such information will be scheduled for destruction.

I. SOFTWARE AS A SERVICE (SAAS) OVERSIGHT

The City may engage third party contractors and vendors to provide software application and database services, commonly known as Software-as-a-Service (SaaS).

In order to assure the privacy and security of the Information of those who do business with the City and those who received services from the City, as a condition of selling goods and/or services to the City, the SaaS services provider and its subcontractors, if any, including any IT infrastructure services provider, shall design, install, provide, and maintain a secure IT environment, while it performs such services and/or furnishes goods to the City, to the extent any scope of work or services implicates the confidentiality and privacy of the Information.

These requirements include information security directives pertaining to: (a) the IT infrastructure, by which the services are provided to the City, including connection to the City's IT systems; (b) the SaaS services provider's operations and maintenance processes needed to support the IT environment, including disaster recovery and business continuity planning; and (c) the IT infrastructure performance monitoring services to ensure a secure and reliable environment and service availability to the City. The term "IT infrastructure" refers to the integrated framework, including, without limitation, data centers, computers, and database management devices, upon which digital networks operate.

Prior to entering into an agreement to provide services to the City, the City's staff will require the SaaS services provider to complete and submit an Information Security and Privacy Questionnaire. In the event that the SaaS services provider reasonably determines that it cannot fulfill the information security requirements during the course of providing services, the City will require the SaaS services provider to promptly inform the ISM.

J. FAIR AND ACCURATE CREDIT TRANSACTION ACT OF 2003

CPAU will require utility customers to provide their Information in order for the City to initiate and manage utility services to them.

Federal regulations, implementing the Fair and Accurate Credit Transactions Act of 2003 (Public Law 108-159), including the Red Flag Rules, require that CPAU, as a "covered financial institution or creditor" which provides services in advance of payment and which can affect consumer credit, develop and implement procedures for an identity theft program for new and existing accounts to detect, prevent, respond and mitigate potential identity theft of its customers' Information.

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CPAU procedures for potential identity theft will be reviewed independently by the ISM annually or whenever significant changes to security implementation have occurred. The ISM will recommend changes to CPAU identity theft procedures, or as appropriate, so as to conform to this Policy.

There are California laws which are applicable to identity theft; they are set forth in California Civil Code § 1798.92.

NOTE: Questions regarding this policy should be referred to the Information Technology Department, as appropriate.

Recommended: DocuSigned by: Jonathan Reichental 7914D9897578424... 12/5/2017

Director Information Technology/CIO — Date

Approved: DocuSigned by: 39E7298FB2064DB... 12/13/2017

City Manager — Date

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EXHIBIT ___

VENDOR CYBERSECURITY TERMS AND CONDITIONS

(AKA: SAAS SECURITY AND PRIVACY TERMS AND CONDITIONS)

This Exhibit shall be made a part of the City of Palo Alto's Professional Services Agreement or any other contract entered into by and between the City of Palo Alto (the "City") and Labyrinth Solutions , Inc. *(the "Consultant") for the provision of Software as a Service services to the City (the "Agreement").*

In order to assure the privacy and security of the personal information of the City's customers and people who do business with the City, including, without limitation, vendors, utility customers, library patrons and other individuals and businesses, who are required to share such information with the City, as a condition of receiving services from the City or selling goods and services to the City, including, without limitation, the Software as a Service services provider (the "Consultant") and its subcontractors, if any, including, without limitation, any Information Technology ("IT") infrastructure services provider, shall design, install, provide, and maintain a secure IT environment, described below, while it renders and performs the Services and furnishes goods, if any, described in the Statement of Work, Exhibit B, to the extent any scope of work implicates the confidentiality and privacy of the personal information of the City's customers. The Consultant shall fulfill the data and information security requirements (the "Requirements") set forth in Part A below.

A "secure IT environment" includes: (a) the IT infrastructure, by which the Services are provided to the City, including connection to the City's IT systems; (b) the Consultant's operations and maintenance processes needed to support the environment, including disaster recovery and business continuity planning; and (c) the IT infrastructure performance monitoring services to ensure a secure and reliable environment and service availability to the City. "IT infrastructure" refers to the integrated framework, including, without limitation, data centers, computers, and database management devices, upon which digital networks operate.

In the event that, after the Effective Date, the Consultant reasonably determines that it cannot fulfill the Requirements, the Consultant shall promptly inform the City of its determination and submit, in writing, one or more alternate countermeasure options to the Requirements (the "Alternate Requirements" as set forth in Part B), which may be accepted or rejected in the reasonable satisfaction of the Information Security Manager (the "ISM").

Part A. Requirements:

The Consultant shall at all times during the term of any contract between the City and the Consultant:

(a) Appoint or designate an employee, preferably an executive officer, as the security liaison to

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the City with respect to the Services to be performed under this Agreement.

(b) Comply with the City's Information Privacy Policy:

(c) Have adopted and implemented information security and privacy policies that are documented, are accessible to the City and conform to ISO 27001/2 – Information Security Management Systems (ISMS) Standards. See the following:
http://www.iso.org/iso/home/store/catalogue_tc/catalogue_detail.htm?csnumber=42103
http://www.iso.org/iso/iso_catalogue/catalogue_tc/catalogue_detail.htm?csnumber=50297

(d) Conduct routine data and information security compliance training of its personnel that is appropriate to their role.

(e) Develop and maintain detailed documentation of the IT infrastructure, including software versions and patch levels.

(f) Develop an independently verifiable process, consistent with industry standards, for performing professional and criminal background checks of its employees that (1) would permit verification of employees' personal identity and employment status, and (2) would enable the immediate denial of access to the City's confidential data and information by any of its employees who no longer would require access to that information or who are terminated.

(g) Provide a list of IT infrastructure components in order to verify whether the Consultant has met or has failed to meet any objective terms and conditions.

(h) Implement access accountability (identification and authentication) architecture and support role-based access control ("RBAC") and segregation of duties ("SoD") mechanisms for all personnel, systems, and software used to provide the Services. "RBAC" refers to a computer systems security approach to restricting access only to authorized users. "SoD" is an approach that would require more than one individual to complete a security task in order to promote the detection and prevention of fraud and errors.

(i) Assist the City in undertaking annually an assessment to assure that: (1) all elements of the Services' environment design and deployment are known to the City, and (2) it has implemented measures in accordance with industry best practices applicable to secure coding and secure IT architecture.

(j) Provide and maintain secure intersystem communication paths that would ensure the confidentiality, integrity, and availability of the City's information.

(k) Deploy and maintain IT system upgrades, patches and configurations conforming to current patch and/or release levels by not later than one (1) week after its date of release. Emergency security patches must be installed within 24 hours after its date of release.

(l) Provide for the timely detection of, response to, and the reporting of security incidents, including on-going incident monitoring with logging.

(m) Notify the City within one (1) hour of detecting a security incident that results in the unauthorized access to or the misuse of the City's confidential data and information.

(n) Inform the City that any third party service provider(s) meet(s) all of the Requirements.

(o) Perform security self-audits on a regular basis and not less frequently than on a quarterly basis, and provide the required summary reports of those self-audits to the ISM on the annual anniversary date or any other date agreed to by the Parties.

(p) Accommodate, as practicable, and upon reasonable prior notice by the City, the City's performance of random site security audits at the Consultant's site(s), including the site(s) of a

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third party service provider(s), as applicable. The scope of these audits will extend to the Consultant's and its third party service provider(s)' awareness of security policies and practices, systems configurations, access authentication and authorization, and incident detection and response.

(q) Cooperate with the City to ensure that to the extent required by applicable laws, rules and regulations, the Confidential Information will be accessible only by the Consultant and any authorized third party service provider's personnel.

(r) Perform regular, reliable secured backups of all data needed to maximize availability of the Services.

(s) Maintain records relating to the Services for a period of three (3) years after the expiration or earlier termination of this Agreement and in a mutually agreeable storage medium. Within thirty (30) days after the effective date of expiration or earlier termination of this Agreement, all of those records relating to the performance of the Services shall be provided to the ISM.

(t) Maintain the Confidential Information in accordance with applicable federal, state and local data and information privacy laws, rules, and regulations.

(u) Encrypt the Confidential Information before delivering the same by electronic mail to the City and or any authorized recipient.

(v) Unless otherwise addressed in the Agreement, shall not hold the City liable for any direct, indirect or punitive damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the City's IT environment, including, without limitation, IT infrastructure communications.

Part B. Alternate Requirements:

Certificate Of Completion

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Status: Completed
Subject: Please DocuSign: C20175911 Labyrinth Solutions Inc._R1 FINAL.pdf
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Document Pages: 224
Signatures: 2
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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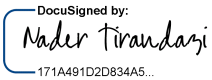
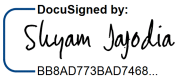
Envelope Originator:
Cecilia Magana
250 Hamilton Ave
Palo Alto , CA 94301
cecilia.magana@cityofpaloalto.org
IP Address: 12.220.157.20

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cecilia.magana@cityofpaloalto.org
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Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Palo Alto
Location: DocuSign

Signer Events	Signature	Timestamp
Nader Tirandazi Ntirandazi@lsiconsulting.com National Vice President Security Level: Email, Account Authentication (None)	DocuSigned by:  171A491D2D834A5...	Sent: 9/18/2019 12:18:57 PM Viewed: 9/18/2019 12:43:37 PM Signed: 9/18/2019 12:46:42 PM
	Signature Adoption: Pre-selected Style Using IP Address: 72.220.57.126	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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	Signature Adoption: Pre-selected Style Using IP Address: 108.20.232.158	
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Sherrie Wong sherrie.wong@cityofpaloalto.org Sr. Management Analyst City of Palo Alto Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/18/2019 12:58:32 PM Viewed: 9/18/2019 1:25:04 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

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Signing Complete	Security Checked	9/18/2019 12:58:32 PM
Completed	Security Checked	9/18/2019 12:58:32 PM

Payment Events	Status	Timestamps

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SOFTWARE LICENSE AND SUPPORT AGREEMENT
Software Order Form No. 11 ("Order Form")
effective as of the date of last signature below ("Effective Date")

between	**SAP Public Services, Inc.** **3999 West Chester Pike** **Newtown Square, PA 19073** **("SAP")**
And	**City of Palo Alto** **250 Hamilton Ave** **PALO ALTO, CA 94301** **United States** **(hereinafter "Licensee")**

PREAMBLE:

As of the Effective Date, SAP and Licensee agree that this Order Form is a binding agreement for SAP software licenses and support, governed by the SAP Software License Agreement between SAP and Licensee dated July 22, 2002 ("Initial Agreement"), all exhibits, appendices, schedules or other addenda attached to or referenced by the Initial Agreement or this Order Form ("Schedules") and the Software Use Rights document ("Use Terms") attached to this Order Form in **Exhibit A**. All components are integral to this agreement, collectively form a single agreement with all other orders subject to the Initial Agreement and collectively are referred to herein as the "Agreement." "All other orders subject to the Initial Agreement" shall mean: Appendix 1, effective July 22, 2002; Appendix 2, effective July 22, 2002; Appendix 4, effective July 22, 2002; Amendment 1, issued August 14, 2002; Amendment 1, effective July 25, 2007; Amendment 2, issued July 25, 2007; Appendix 7, effective July 25, 2007; Appendix 8, effective July 25, 2007; Appendix 9, effective July 25, 2007; Appendix 10, effective December 18, 2012 (including attached and incorporated SAP Enterprise Support Schedule enUS.v.10-2010); the Amendment issued October 6, 2015; and the Amendment issued December 17, 2018. Licensee acknowledges it has had the opportunity to review the Use Terms prior to executing this Order Form. SAP recommends Licensee prints copies of the applicable Use Terms for Licensee's own records. For purposes of this Order Form, any reference in the Use Terms and this Order Form to the GTC shall mean the Initial Agreement, and all references to the term "Appendix" or "Appendices" under the Agreement shall be replaced by the term "Order Form". The following order of precedence shall be applied in the event of conflict between provisions of the components of this Agreement: (i) the Order Form; (ii) the Schedules; (iii) the Use Terms; and (iv) the Initial Agreement.

1. **LICENSED SOFTWARE AND FEES**. The Software licensed to Licensee pursuant to this Order Form and the associated fees are identified in Schedule 1. All license fees are net after discount, if applicable. The total net license fees identified in Schedule 1 and payable under this Order Form are 227,503.39 USD which shall be invoiced upon execution of this Order Form.

   If Licensee has an affiliate or subsidiary with a separate agreement for SAP software licenses and/or support services, with SAP SE, any SAP SE affiliate (including SAP) and/or any other distributor of SAP software, the Software shall not be Used to run such affiliate's or subsidiary's business operations and such affiliate or subsidiary shall not receive any support services under this Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed in writing by the parties.

2. **SAP SUPPORT SERVICES AND FEES:** SAP and Licensee agree that SAP "Enterprise Support" is the applicable SAP Support offered by SAP for the Software licensed under this Order Form as set forth in the SAP Support Schedule entitled "SAP Enterprise Support Schedule enUS.v.9-2018" which is hereby attached in **Exhibit A** and incorporated into the Agreement as though fully set forth herein.

   SAP Support Fees shall commence as of the first day of the month following the Effective Date of this Order Form. The initial term of SAP Support shall begin on the Effective Date and continue for the remainder of the current calendar year and the next full calendar year (except in cases of an Effective Date commencing on January 1 of a respective calendar year, in which case the initial term will run until December 31st of the respective calendar year) ("Initial Term"). After the Initial Term and subject to the Agreement and SAP Support Schedule, SAP Support shall renew at the beginning of each calendar year for the subsequent one year period. SAP Annual Support Fees shall be paid annually in advance and shall be as specified below.

   The SAP Enterprise Support Fee for the Software licensed under this Order Form is priced at the then current annual SAP Enterprise Support Factor in effect (currently 22%) multiplied by the total Maintenance Base (set forth in the

Schedule 1 as "Maintenance Base") for the licensed Software stated in Schedule 1. The current annual SAP Enterprise Support Fee for the Software licensed under this Order Form is set forth in Schedule 1 as the "Annual Support Fee". SAP agrees that the SAP Enterprise Support Factor shall remain at 22% until December 31, 2020. Thereafter, the SAP Enterprise Support Fee is subject to change once during a calendar year upon three (3) months' notice to Licensee and SAP may increase Licensee's Enterprise Support Fee hereunder from the prior year by the percentage increase in the Consumer Price Index (CPI), applied on a cumulative year-over-year basis starting from either the effective date of this Order Form or the date of Licensee's last SAP Enterprise Support Fee increase, whichever occurred later. CPI as used herein means "U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for a twelve (12) month period prior to such increase as published by the Bureau of Labor Statistics".

Not raising fees in any given year or years is not a waiver of SAP's right to do so. SAP Support Fees are invoiced on an annual basis effective January 1 of a calendar year. Any SAP Support Fees due prior to January 1 are invoiced on a pro-rata basis for the given calendar year in effect. SAP Support Fees will increase as additional software is licensed.

SAP Solution Manager is available to all SAP Support customers to the extent stated in the applicable SAP Support Schedule, but does not currently interface with selected SAP BusinessObjects portfolio products.

3. **PAYMENT TERMS:** All fees are in USD. All payment terms for Software and Support are net thirty (30) days from date of invoice.

4. **DELIVERY**: Delivery of all Software licensed hereunder will be made by making such Software available for download or other electronic transmission to Licensee's location at: 250 Hamilton Ave, 94301 PALO ALTO, CA, United States ("Delivery Location").

Licensee acknowledges having received the remote access information listed below allowing download of the Software through the SAP ServiceMarketplace (http://service.sap.com/swdc):

USER ID: **S0017351589**
INITIAL PASSCODE: **44[K2CWV**

Licensee confirms that it has access to SAP Service Marketplace as required to download the Software licensed under this Agreement.

Licensee agrees not to request any physical delivery of Software or Support Services and should it occur that any such delivery will be rejected by Licensee. Licensee agrees and understands that the calculation of Taxes may be affected by the delivery method and Delivery Location of the Software and corresponding SAP Support.

5. **VALIDITY OF OFFER:** The validity of this offer will expire on **October 31, 2019** unless sooner executed by Licensee, or extended in writing by SAP.

Accepted By:	Accepted By:
SAP Public Services, Inc	**City of Palo Alto**
(SAP)	(Licensee)
DocuSigned by: Patrick Martell E7BEB4F30004DC...	
Name: Patrick Martell	Name:
Title: VP, Assistant General Counsel	Title:
Date: September 20, 2019	Date:

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Schedule 1 to Order Form	
Customer Name	**City of Palo Alto**
Net License Fee	227,503.39 USD
Support Type	SAP Enterprise Support
Support Percent %	22.00%
BSI Support Percent %	N/A
Maintenance Base	227,503.39 USD
Annual Support Fee	50,050.75 USD

Software Licensed

Product	TPP	SAV	License Metric	Blocks of (units)	License Quantity	Net License Fee
SAP Single Sign-On		X	Users	50	24	52,463.25
SAP HANA, Runtime edition for Applications & SAP BW - New/Subsequent			HSAV	1	1	7,869.49
SAP HANA, Runtime edition for Applications & SAP BW - Install Base			HSAV	1	1	167,170.65

Legend:
TPP- Third Party Product: 'X' indicates the software product is a Third Party Product licensed from SAP
SAV–SAP Application Value: "X“ indicates that the product is part of the SAP application value and thus relevant for runtime databases licensed by SAP.

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Exhibit A

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PREAMBLE

The terms set forth in this SAP Software Use Rights document ("Use Terms") apply to any Named Users and Packages (both as defined in Section 1.1.1 hereof) licensed pursuant to the Agreement (including orders placed directly with SAP or through an authorized reseller, distributor, original equipment manufacturer ("OEM") or other authorized partner of SAP) referencing these Use Terms (including without limitation references to "Product Use Rights" or similar naming conventions). Except as otherwise set forth herein, each capitalized term referenced in these Use Terms shall have the meaning given it in the GTC. Unless otherwise indicated, terms/restrictions applicable to a component also apply when that component is included/embedded with another Package.

1. LICENSING PRINCIPLES / RULES OF USE

1.1 Definitions

1.1.1 As used in these Use Terms: 1) each Software and/or Third Party Software (as defined in the GTC) product licensed pursuant to the Agreement referencing these Use Terms may be referred to as a "Software Package" (when referencing only Software) or "Third Party Software Package" (when referencing only Third Party Software) or "Package" (when referencing both Software and Third Party Software); 2) "Named User" shall mean any individual authorized by Licensee to Use (in accordance with the terms of the Agreement) a Package, including without limitation employees of its Affiliates or its Business Partners; 3) "Named User License" shall mean the Metric and Licensed Level applicable to each Named User; 4) "Package License" shall mean the Metric and Licensed Level applicable to each Package; a Package License for any Package referenced in Exhibit 3 shall include, and be subject to, the specific terms / Use rules applicable to such Package as outlined in Exhibit 3; 5) "Metric" shall mean a) when referenced in the context of a Named User, the individual Named User category and type (and corresponding Named User definition setting for such Named User's Use rights) as further described in Section 2.1 hereof -and- b) when referenced in the context of a Package, the individual business metric corresponding with each Package as further described in Section 2.2 hereof; 6) "Licensed Level" shall mean a) when referenced in the context of a Named User, the quantity of Metric for which each individual Named User category and type is licensed -and- b) when referenced in the context of a Package, the quantity of Metric for which each individual Package is licensed;

7) "Use" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or third-party interface, or another intermediary system; and 8) "Order Form" shall mean the order document for the Named Users and Packages licensed under the Agreement, including order documents placed directly with SAP or through an authorized reseller, distributor, OEM or other authorized partner of SAP.

1.2 Standard License Principles / Rules of Use

1.2.1 *Named User License & Package License Required*. Except as otherwise specifically provided in Sections 1.3.2, 2.1.4 and 3 or stipulated otherwise by the Price List hereof with respect to applicability of Named User Licenses, 1) the Use of any Package requires both a Named User License and a Package License; 2) Licensee needs to hold a Named User License for any individual accessing any Package, and such Named User License shall define the extent to which such individual may Use the Package, such Use of the Package in all cases being further subject to the Package License and otherwise in accordance with the terms of the Agreement, unless otherwise set forth in Exhibit 3. Named User Licenses cannot be assigned to more than one individual.

1.2.1.1 *Named User Exception*. Where data is exported from any licensed Software (excluding all SAP Business Warehouse Software and/or third party databases) to Non-SAP Application(s) pursuant to a predefined query that (i) was created by an individual licensed to Use the Software from which the data is being exported and (ii) runs automatically on a scheduled basis, the use of such data by Non-SAP Application(s) and/or their users does NOT require a license hereunder provided such use does not result in any updates to and/or trigger any processing capabilities of any licensed Software. "Non-SAP Application(s)" means any technologies, other than licensed Software, for which Licensee has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

1.2.1.2 *Named User Exception*. Individuals licensed as SAP Business One users who Use the SAP Business One Software which interfaces to a separate Licensee SAP ERP installation are not required to be licensed as SAP Named Users under Licensee's agreement with SAP or an authorized SAP affiliate for such SAP ERP System.

1.2.2 *Additional Named User Rules for SBOP and Legacy SBOP Software Not Licensed For Standalone Use*. "SBOP" and "Legacy SBOP" shall mean any Software identified as SBOP or Legacy SBOP, respectively in these Use Terms. Unless otherwise specifically set forth herein, all references to "SBOP" shall be deemed to include any licensed Software identified under any Order Form as "Legacy SBOP"; however, references to "Legacy SBOP" shall only mean any licensed Software specifically identified as "Legacy SBOP" on Exhibit 1 Any licensed Legacy SBOP may only be Used by individuals licensed as an Expert User, Business Analytics Professional User, BI Limited User, or Business Information User, and such Use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software).

1.2.3 *Runtime Software*. Licensed Package(s) may utilize limited functionality of other Packages for which Licensee does not hold a license ("Runtime Software"). Until Licensee has expressly licensed the Runtime Software, Licensee's Use of such Runtime Software is limited to access by and through the licensed Package(s), and any permitted Modifications thereto for the sole purpose of enabling performance of the licensed Package(s) and integrating data from licensed SAP Software as specified in the Documentation. In the event Licensee Uses a Package to build and/or operate a custom developed or third party application, additional licenses may be required.

1.2.4 *Country / Language Versions and Availability Restrictions*. There are no applicable country/language specific versions licensed by Licensee from SAP unless otherwise specifically stated in an Order Form. Packages may be subject to availability restrictions. Information about such restrictions including country availability, supported languages, supported operating systems and databases may be provided through the Product Availability Matrix (PAM) published at www.service.sap.com/pam or otherwise included in the Documentation.

1.2.5 *Internet Connectivity*. Some Packages require connection to the internet in order to properly function. Licensee is responsible for obtaining internet connectivity and SAP will not be responsible for loss of functionality due to failure of internet connectivity.

1.2.6 *Third Party Web Services*. Some Packages enable connection to Third Party Web Services. Terms related to those Third Party Web Services are contained in Exhibit 7 of these Use Terms. For the purposes of these Use Terms, "Third Party Web Services" means (i) any and all web services made available by third parties (other than SAP, SAP SE and/or any of their affiliated companies) that are accessible through or enabled by the Software or SAP Materials, and (ii) any and all application programming interfaces, web service definition files, and other materials made available by or on behalf of such third party web service providers to facilitate the access to and use of such web services.

1.3 Exceptional License Principles / Rules of Use for Special License Scenarios

1.3.1 This Section 1.3 sets forth the exceptional license principles / rules of Use for the following special license scenarios ("Special License Scenarios"), and, to the extent the exceptional license principles / rules of Use for any Special License Scenario identified in this Section 1.3 contradict the standard license principles / rules of Use set forth in the Agreement and Section 1.2 hereof, then the terms of this Section 1.3 shall control over those contradicting terms in Section 1.2 hereof.

1.3.2 *Standalone Use.* Software is licensed for Standalone Use if identified as such in the applicable Order Form. "Standalone Use" means the Software (and any corresponding Third Party Software) identified as "Standalone Use" that may only be Used with other Software and/or Third Party Software with the same "Standalone Use" designation in the applicable Order Form from SAP or an authorized reseller, distributor, or other authorized partner of SAP and/or or non-SAP branded software licensed from third parties.

For avoidance of doubt, all Software licensed under a Restricted License (as defined in Section 1.3.3) or by an SAP acquired entity prior to its legal integration with a successive SAP entity is deemed licensed for Standalone Use only.

1.3.2.1 *Standalone Use of Legacy SBOP Software*. Use of Legacy SBOP licensed for Standalone Use does require a Named User License in addition to the Package License for the actual Legacy SBOP. SBOP Software licensed from any resellers, distributors, OEMs or other third parties may be Used solely for Standalone Use, unless otherwise agreed by SAP in writing in the applicable Order Form. The only Named User types authorized to use Legacy SBOP licensed for Standalone Use are SAP Application Standalone Business Analytics Professional User, SAP Application Standalone BI Limited User, or SAP Application Business Information Viewer User, and such Use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software).

1.3.3 *Restricted License*. If Licensee acquired the Software bundled or otherwise provided in combination with or for use with a third party product ("OEM Application") from a third party, Licensee has acquired a Restricted License. Licensee may use each licensed copy of the Software only in conjunction with the OEM Application with which it was provided. Accessing data that is not specifically created or necessary to enable the functionalities of the OEM Application is in violation of this license. If the OEM Application requires the use of a data mart or data warehouse, the OEM Application may be used with the data mart or data warehouse only to access data created or necessary to enable the functionalities of the OEM Application. Restricted Licenses may not be combined or used with unrestricted licenses.

1.3.4 *Subscription License*. Unless otherwise agreed in writing between the parties, if the Software is licensed on a subscription basis, Licensee is granted a non-exclusive and non-transferable license to use the Software for a twelve-month term, renewable annually at Licensor's then current rate or such other term as mutually agreed in writing by the parties.

1.3.5 *Development License*. Unless otherwise agreed in writing between the parties, if Licensee receives a development license, you may use the number and type of licenses acquired only to develop or test such developments. A development license cannot be used in or transferred to a production environment.

1.3.6 *Update License*. Unless otherwise agreed in writing between the parties, if you receive the Software as an update to a previously licensed product, your license to use the Software is limited to the aggregate number of licenses you have acquired for the previous product. If you choose to use the Software and the previous product simultaneously, the aggregate number of licenses used to access the Software and the previous product may not exceed the aggregate number of licenses you acquired for the previous product.

1.3.7 *Promotional License*. Unless otherwise agreed in writing between the parties, if you received the Software as a special offer or promotional license ("Promotional License"), you may only use the Promotional Licenses with a new Deployment. Promotional Licenses may not be added to or used with an existing Deployment or Project.

1.3.8 *Evaluation/Not for Resale License*. Unless otherwise agreed in writing between the parties, an Evaluation or Not for Resale License may be used only for the number and type of licenses specified and for the period specified on the Software packaging, ordering or shipping documentation. Upon expiration of such specified period, the Software associated with an Evaluation or Not For Resale license will not function unless Licensee has obtained applicable permanent license keys. If the ordering or shipping documentation specifies a particular project, the Software may be used only with that project. An Evaluation License may only be used for evaluation purposes and may not be used for production purposes. Notwithstanding any other provision of this Agreement, Software provided under an Evaluation or Not for Resale License are provided "AS-IS" without warranty of any kind, express or implied. An Evaluation License or Not for Resale License may be terminated by SAP upon written notice at any time.

1.3.9 *SAP Business One Software*. Additional terms and conditions related to the licensing of SAP Business One Software, including applicable Metrics and Package restrictions, are stated in Exhibit 6. Use of third party database products with SAP Business One may be subject to additional terms and conditions required by SAP's suppliers. Such additional terms and conditions are set forth in Exhibit 4, "Pass-Through Terms for Third Party Databases."

2. METRICS

2.1 Named User Principles and Metrics

2.1.1 *Named User Principles*. Except as otherwise specifically provided in Sections 1.3.2 , 2.1.4 and 3 hereof with respect to applicability of Named User Licenses, only appropriately licensed Named Users may Use a Package, and such Use shall be subject to the "Named User License" and the "Package License", and be otherwise in accordance with the terms of the Agreement, unless otherwise set forth in Exhibit 3 hereto. The transfer of a Named User License from one individual to another may only be done in if the individual to which the Named User License is assigned (i) is on vacation, (ii) is absent due to sickness, (iii) has his/her employment terminated, (iv) is moved into a new job function which no longer requires him/her to Use any Packages or (v) is subject to a condition that is otherwise agreed by SAP.

2.1.2 Important Note for Licensees with Contracts from June 2014 and earlier. Such Licensees may have licensed one of the following previous user types: mySAP.com Users, SAP Business Suite Users, SAP ERP Users, Individual SAP solutions Users, SAP Application Users, SAP BA&T Users.

Licensees that have already licensed one or several of the above user types are permitted to license additional quantites of the same user types. Such Licensees are not permitted to license SAP Named Users within their existing license contract.

2.1.3 *Named User Metric – Categories, Types and Corresponding Definitions*.

Named User Metrics, including categories, types and corresponding definitions, are stated in Exhibit 2, which is incorporated herein by reference.

2.1.4 *Named User Exceptions*:

2.1.4.1 Suppliers

When accessing the following SAP Software Packages, suppliers do not require Named User licenses: SAP Extended Sourcing, SAP Extended Procurement, SAP Supplier Self Services, SAP Supplier Lifecycle Management, SAP SRM Rapid Deployment Edition, SAP Supplier Collaboration, SAP Customer Collaboration, SAP Outsourced Manufacturing, SAP Trade Promotion Planning for Consumer Products, SAP Trade Promotion Execution for Consumer Products, SAP Trade Funds and Claims Management for Consumer Products, SAP Subcontractor Management for Consumer Products, SAP Procurement for Public Sector, SAP Supplier Relationship Management & Logistics for Health Care.

2.1.4.2 Business Partners:

When accessing the following SAP Software Packages, Business Partners do not require Named User Licenses:, SAP Contract Lifecycle Management.

2.1.4.3 Customers:

When accessing the following SAP Software Packages, customers do not require Named User Licenses: SAP Bill-To-Cash Management for Energy Utilities, SAP Bill-To-Cash Management for Water Utilities, SAP Bill-To-Cash Management for Waste and Recycling.

2.1.4.4 Employees:

When accessing the following SAP Software Packages, Employees do not require Named User Licenses: SAP IT Service Desk Operation, SAP Workforce Management for Retail.

2.1.4.5 Appraisers:

When accessing the following SAP Software Package(s) appraisers do not require Named User Licenses: SAP Supplier Lifecycle Management.

2.1.4.6 Consumers/Constituents:

Individuals who are not employees of Licensee or Licensee's Business Partners and who purchase or receive goods and/or services from Licensee do not require Named User licenses unless otherwise set forth herein.

2.2 Package Principles and Metrics

2.2.1 *Package Principles*. Each Package is licensed based upon the Metric applicable to it, and in no case may Use of a Package exceed the License Level for which the Package is licensed.

2.2.2 *Package Metrics – Types and Corresponding Definitions*. Package Metrics, including types and corresponding definitions, are stated in Exhibit 2, which is incorporated herein by reference.

3. PACKAGE SPECIFIC TERMS / USE RULES

3.1 **Package Licenses**. A Package License for any Package referenced in Exhibit 3 shall include, and be subject to, the specific terms / Use rules applicable to such Package as outlined in Exhibit 3, which is incorporated herein by reference.

3.2 **Applicability**. This Section 3.2 applies to any Package (including, without limitation, databases) licensed pursuant to an Order Form and identified as a Third Party Software (including databases) in such Order Form (as used herein, "Third Party Software Package") and control over any conflicting terms set forth in the Agreement. All Third Party Software Packages are restricted for Use solely in conjunction with the particular Package intended by SAP to be used therewith or with which SAP provides the Third Party Software Package, and Third Party Software Packages may not be used with any other Package, or on an individual basis. Unless otherwise specifically provided in Section 3 of the Use Terms, any Use of the Third Party Software Packages (whether productive or non-productive) shall count against the Licensed Level for any applicable Metric.

3.2.1 Exceptions from GTC for Third Party Software Packages.

3.2.1.1 Section 6.3 (Modification / Add-on) of the GTC shall not apply to any Third Party Software Packages unless otherwise set forth herein. Licensee shall not make Modifications or Add-ons to Third Party Software Packages, or otherwise modify Third Party Software Packages unless expressly authorized by SAP in writing.

3.2.1.2 *Limitation of Liability*. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, WITH RESPECT TO ANY AND ALL CLAIMS AND DAMAGES OF ANY KIND OR NATURE IN ANY WAY ARISING FROM OR RELATED TO THE THIRD PARTY SOFTWARE LICENSED PURSUANT TO AN ORDER FORM REFERENCING THESE USE TERMS, UNDER NO CIRCUMSTANCES SHALL SAP OR ITS LICENSORS BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE PAID LICENSE FEES FOR THE APPLICABLE THIRD PARTY SOFTWARE DIRECTLY CAUSING THE DAMAGES OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES.

3.3 Databases

3.3.1 If a runtime database is licensed and the Order Form does not exclude any Packages licensed thereunder from such runtime database license, then the following terms shall govern Licensee's Use of such runtime database:

3.3.1.1 Licensee may only Use the runtime database licensed pursuant an Order Form referencing these Use Terms in conjunction with its Use of the Packages licensed pursuant to such Order Form. In the event Licensee Uses the licensed runtime database other than as specified in this paragraph, a full use license, including programming tools, must be licensed directly from an authorized vendor.

3.3.2 If a runtime database is licensed and the Order Form excludes certain Software Packages licensed thereunder from such runtime database license ("Excluded Components"), then the following terms shall govern Licensee's Use of such runtime database:

3.3.2.1 Licensee may only Use the runtime database licensed pursuant an Order Form referencing these Use Terms in conjunction with its Use of the Packages licensed pursuant to such Order Form that are not Excluded Components. In the event Licensee Uses the licensed runtime database other than as specified in this paragraph, a full use license, including programming tools, must be licensed directly from an authorized vendor.

3.3.2.2 The Excluded Components may require a database product. Respective to the Excluded Components: (i) neither the Order Form nor the Agreement contain a license to use any database product, even where integrated or pre-installed as part of the Excluded Components; (ii) each database product is subject to its respective vendor license agreement; (iii) SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor; and (iv) Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.

3.3.3 If a runtime database is not licensed, then the following terms shall apply:

3.3.3.1 The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product. Respective to such Packages:
(i) neither the Order Form nor the Agreement contain a license to use any database product, even where integrated or pre-installed as part of such Software and/or third party software; (ii) each database product is subject to its respective vendor license agreement; (iii) SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor; and (iv) Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.

3.3.4 **Database Deployment And Communication Rights And Restrictions (Segregated Database Landscape):** The following shall apply where Licensee: (a) licenses a TPD (as defined below) for Use with some, but not all, SAP Software Packages(s) and/or Named User(s) that are SAV relevant for such TPD; and/or (b) licenses a TPD and any Package(s) having "S/4 HANA" in the Package name or otherwise identified in the Agreement as an "S/4 HANA" Package.

3.3.4.1 Notwithstanding anything to the contrary in the Agreement, where some of the Software and third party software (excluding "TPD" as later defined) licensed under the Agreement ("SW") is licensed for Use with a third party runtime database also licensed under the Agreement ("TPD"), and some SW is not licensed for Use with such TPD, then the following deployment and communication rights and restrictions shall apply:

(a) **Deployment Rights & Restrictions.** As referenced herein, "Technical Installation" means a deployment of SW running on a unique database instance. Subject to any applicable SAP database license fees and Section 1.5 (S/4HANA Packages) of this SUR, SW licensed for Use with such TPD can be deployed in any of the following "Installation Types":

(1) **"Type 1 Installation"** means any Technical Installation upon which all SW deployed is licensed for Use with, and is running on, such TPD;

(2) **"Type 2 Installation"** means any Technical Installation upon which all SW deployed is licensed for Use with, but is not running on, such TPD; and,

(3) **"Type 3 Installation"** means any Technical Installation upon which none of the SW, or only a portion of the SW, deployed is licensed for Use with such TPD, and therefore a TPD is not deployed and/or running.

SW not licensed for Use with a TPD can only be deployed in Type 3 Installations and is subject to any applicable SAP database license fees. The Technical Installation(s) for each Installation Type must be separate from the Technical Installation(s) used for other Installation Types.

(b) Installation Communication Rights and Restrictions.

(1) ***Between Type 1 Installation and Type 2 Installation.*** Bi-directional communication (including data transfers) shall be permitted between SW and/or TPD in Type 1 Installations and SW in Type 2 Installations.

(2) **Between Type 1 Installation and Type 3 Installation.**

(A) *Database Level Communication*. Communication (including data transfers) at the database level shall be limited to a *one-time productive* transfer of data ("Initial Data Load") directly from TPD in Type 1 Installation to SAP HANA Software in Type 3 Installation. For purposes of clarification, unlimited transfers of data directly from TPD in Type 1 Installation to SAP HANA Software in a separate, non-productive Type 3 Installation shall be permitted prior to conclusion of the Initial Data Load.

(B) *Application Level API Communication*. Bi-directional communication (including data transfers) occurring via "Application Level APIs" is permitted. "Application Level APIs" are those application programming interfaces delivered as part of the licensed SW, excluding all application programming interfaces/technologies when such interfaces/technologies are used to communicate with and/or replicate data at a database level.

(3) **Between Type 2 Installation and Type 3 Installation.**

(A) *SAP HANA Level Communication*. Communication (including data transfers) at the SAP HANA Software level shall be limited to *one-way* transfers of data directly from SW in Type 3 Installations to SAP HANA Software in Type 2 Installations.

(B) *Application Level API Communication*. Bi-directional communication (including data transfers) occurring via Application Level APIs is permitted.

(4) Other than those database level communication (including data transfer) rights permitted in Sections (b)(1) and (b)(2)(A) above, all communication (including data transfers) between any technology and any TPD must occur exclusively through Application Level APIs and not directly with such TPD.

3.3.5 Standalone Use for Third Party Databases

If an Order Form referencing these Use Terms includes a Standalone Use restriction, then the following terms shall apply:

3.3.5.1 The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product. Respective to Packages: (i) neither the Order Form nor the Agreement contain a license to use any database product, even where integrated or pre-installed as part of such Software and/or third party software; (ii) each database product is subject to its respective vendor license agreement; (iii) SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor; and (iv) Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.

3.3.6 Pass-Through Terms

Use of third party database products and directories may be subject to additional terms and conditions required by SAP's suppliers. Such additional terms and conditions are set forth in Exhibit 4, "Pass-Through Terms for Third Party Databases" and Exhibit 5 "Pass-Through Terms for Directories," respectively.

3.4 Open Source Software

Applicable specific conditions related to certain open source products made available by SAP are part of the applicable product documentation and apply to Licensee's use of any such open source products. The definition of open source can be found under www.opensource.org/.

3.5 SAP Best Practices

Software Packages may be delivered with settings and master data that have been pre-configured to address generalized requirements of a specific industry sector or country (SAP Best Practices).

It is Licensee's responsibility to determine the feasibility of using SAP Best Practices as a basis for its own customizations and parametrizations of the SAP Software in a productive environment.

3.6 SAP Tools

The Software, particularly the ABAP Workbench and SAP NetWeaver, contains software tools. Licensee may only use these tools to program Modifications or to create Add-ons to the SAP software in accordance with the Agreement. The tools may not be transferred, either in whole or in part, into modified or created software.

3.7 Function Modules

The Software may contain function modules, which are stored in a function library. Some of these function modules carry a release indicator for transfer into modified or newly created software. Only these function modules may be transferred by the Licensee into Modifications or Add-ons to the software. The function modules may not be modified or decompiled unless otherwise permitted under the Agreement.

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Exhibit 1 - Legacy SBOP Software

Legacy SBOP

Business Intelligence
SAP BusinessObjects BI Starter Package
SAP BusinessObjects BI Package (CPU)
SAP BusinessObjects BI Package (user)

Exhibit 2 - Named User Metrics and Package Metrics

SAP Named User – Cross Line Of Business

SAP Developer User is a Named User authorized to access the development tools provided with the licensed Software for the purpose of making Modifications and/or Add-ons to the licensed Software. The SAP Developer User also includes the rights granted under the SAP Employee User.

SAP Learning User is a Named User solely authorized to access the specified learning solutions on SAP's price list, provided that those learning solutions are licensed.

SAP Professional User is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the the SAP Project User, SAP Logistics User, SAP Industry Portfolio User, SAP Retail User, SAP Worker User, SAP Healthcare User and SAP Business Partner User.

SAP Project User is a Named User authorized to perform one or more of the following roles supported by the licensed Software (excluding SBOP): (i) project management, including project-related resource management, project-related creation, change and display of quotation, order and billing in SAP ERP, accounting on individual projects, creation of project-related purchase requests, purchase orders and service entry sheets, (ii) product and project related reporting, (iii) managing project-related revenues and expenses (iv) viewing Accounts Receivable (A/R) General Ledger (G/L) postings, (v) controlling access and releasing product data and recipes in collaborative product development scenarios, (vi) viewing and approving changes through engineering records, (vii) managing change through engineering records, (viii) collaborating in cFolders and , (ix) interfaces to 3rd party authorized authoring tools. The SAP Project User also includes the rights granted under the SAP Manager Self-Service User.

SAP Named User – Line Of Business

SAP Employee User is a Named User authorized to perform the following roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) Use (excluding the right to modify and/or customize) standard and interactive reports related to those SAP Employee User's tasks listed in this definition only, and delivered with the licensed Software, (ii) travel planning / expense reporting self-services, (iii) perform procurement self-services, and (iv) room reservation self-services. The SAP Employee User also includes the rights granted under the SAP Learning User and the SAP Employee Self-Service User.

SAP Employee Self-Service User is a Named User authorized to perform the HR self-services role of (i) employee time and attendance entry, (ii) employee appraisals, (iii) talent and skill profiles, and (iv) profile match up supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals. The SAP ESS User also includes the rights granted under the SAP Employee Self- Service Core User.

SAP Employee Self-Service Core User is a Named User authorized to perform the following HR self-services roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) employee records maintenance, (ii) employee directory, (iii) benefits and payment, (iv) leave management and (v) E-Recruiting. Further, an SAP Employee Self-Service (ESS) Core User is also authorized to access "Non-SAP Content" that resides on Licensee's "SAP Portal", so long as accessing such Non-SAP Content does not require or result in any Use of the licensed Software (beyond access to such Non-SAP Content as it resides on Licensee's SAP Portal). As used in this ESS Core User definition, (i) "Non-SAP Content" means information created through no Use of the licensed Software and (ii) "SAP Portal" means any portal created by Licensee Using SAP Enterprise Portal Software (as provided with the licensed SAP NetWeaver Software) which provides appropriately licensed Named Users a common access point by which to Use licensed SAP Software.

SAP Logistics User is a Named User solely authorized to perform following tasks for the applicable licensed Software (excluding SBOP):

- ✓ Transportation Management: To look up a freight contract, tracking a certain shipment and similar activities, update master data (rates, lanes, locations), manage transportation request entries, transportation planning, responding to RFP (request for proposal) for viewing and confirmation of events, charge calculation verification and similar activities.
- ✓ Warehousing: To confirm goods receipts and put away, deconsolidate goods upon receipt, pick at pick points, manage stock movements including replenishment, perform production staging and enter physical inventory counts, packing, or confirming VAS (value added services) and perform scheduling activities for dock door appointments. The SAP Logistics Users may access the Software through radio frequency mobile devices.
- ✓ Track and Trace: To view a serialized and/or any tracked object, such as querying its current or past location or ascertaining product genealogy; to access product traceability solutions, to report goods movement or view traceability reports, To view the status of defined supply chain events, expected or unexpected, e.g. delayed shipment of a sales order, change to a purchase order confirmation and to perform confirmation of or changes to supply chain events, e.g. update a change to a production order date or quantity.
- ✓ Direct Store Delivery: To support capabilities in the Logistics Execution - Direct Store Delivery backend that enables specific DIrect Store Delivery functionality for: Master Data; Deal Conditions; Visit Control; Transportation Planning; Vehicle Space Optimization; Loading Confirmation; Output Control; Reload; Stock Visibility; Route Accounting.
- ✓ Yard Logistics: To confirm arrival and departure of transports, plan yard activities, perform pick-up planning, execute movements in the yard, perform washing and other additional activities, docking and undocking at gates, record measurements, manage stock in the yard and perform scheduling activities for dock door appointments

For Licensee employees, the SAP Logistics User also includes the rights granted under the SAP Employee User

SAP Worker User is a Named User working in Licensee's production facilities or as a maintenance worker who is solely authorized to perform one or more of the following roles supported by the licensed Software (excluding SBOP): (i) display work instructions, and document activities and operations, (ii) confirm goods receipts, goods issues, stock movements and completion confirmations into maintenance work orders, (iii) enter production order confirmations, (iv) record product or production information, e.g. quality inspection results or plant/process/equipment data, (v) enter production issues and related service requests, (vi) submit purchase requisitions for tools, spare parts for production equipment, etc. (vii) confirm maintenance notifications,
(viii) enter service requests and service entry sheet, (ix) any maintenance activities, reporting or dash-boarding related to the items set forth above. The SAP Worker User also includes the rights granted under the SAP Employee User.

SAP Business Partner User is a Named User who is an employee of a Business Partner accessing the licensed Software (excluding SBOP) solely to perform operational related tasks within standard business-to-business scenarios.

SAP Manager Self-Service User is a Named User authorized to perform one or more of the following manager self-services roles: (i) request administrative changes using processes and forms contained within Human Capital Management, (ii) create requisition requests and candidate assessments, (iii) perform talent assessments and appraisals, (iv) plan and approve compensation, (v) view

budget overviews, (vi) organize project management tasks, (vii) perform planning tasks, (viii) approve travel requests and expenses, and (ix) perform HR and procurement workflow tasks related to the manager's direct report or business unit/department.
These roles must be directly related to the employees and business unit/department for which the manager is responsible, supported by the licensed Software (excluding SBOP), and related to Human Capital Management only. The SAP Manager Self-Service User also includes the rights granted under the SAP Employee User.

SAP Named User – Industry

SAP Health Care User is a Named User who is an employee of Licensee in hospital wards or outpatient clinics who is solely authorized to perform patient care related roles (excluding patient administration, billing, coding and call center roles) supported by the licensed Software and is solely authorized to access directly and indirectly the specified industry packages for Healthcare on SAP's price list, provided that those packages are licensed by Licensee. The SAP Healthcare User is not entitled to access other SAP solutions or solution components.
SAP Industry Portfolio User is a Named User solely authorized to access the specified industry packages on SAP's price list, provided that those packages are licensed. The SAP Industry Portfolio User is not entitled to access other SAP solutions or solution components. The SAP Industry Portfolio User also includes the rights granted under the SAP Employee User.

External business partners in the industries Insurance, Media and Automotive collaborating with the Licensee need to be licensed as SAP Industry Portfolio Users. Those business partners are not entitled to access other SAP solutions or solution components besides the specified industry packages.

Cerner i.s.h.med User is a named user who solely has access to Cerner i.s.h.med from SAP functionality and is given access to Cerner i.s.h.med from SAP through appropriate authorizations. Cerner i.s.h.med Users are not entitled to access any other SAP solution or solution component in particular they are not authorized to access any functionality of the SAP Patient Management industry package.

SAP Retail User is a Named User working in Licensee's retail store as an associate who is solely authorized to perform non-managerial retail store / point-of-sale related roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Employee User.

SAP Named User - Platform User

SAP Platform User is a Named User authorized to Use licensed Software through a separate SAP, Partner, or customer application that connects to and/or communicates with SAP Software through published SAP application programing interfaces.

SAP Platform User for Productivity Apps is a Named User authorized to Use licensed Software solely through one or more Productivity App(s).

Remaining Metrics

REMAINING METRICS - A

Assets

Assets are master records defined for pieces of equipment that the customer has identified in their system, as being critical to their operations that will be modelled and monitored by the software. An equipment master record can be configured as a single item (e.g. a crane), or as a "multi-part equipment" (which could have, e.g., 100 drilling machines in inventory), in both cases only one equipment master record is counted for pricing.

Assets under management of the insurance company which uses the product is the sum of all relevant financial assets as disclosed in the latest annual statement of the legal entity in a fiscal year.

If the customer does not disclose a comprehensive annual statement, the customer will report on an annual basis the respective information to SAP. If the product shall be licensed only for a subdivision of the insurance company the respective license contract requires an explicit definition.

For non-Insurance companies, the revenue of the company should apply as the basis for the calculation of the price.

REMAINING METRICS - B

Barrel of Oil Equivalent per Day (BOEPD)

Barrel of Oil Equivalent per Day (BOEPD) is a unit of measure used in the oil and gas industry that allows aggregating the produced, scheduled or sold quantities of hydrocarbons from both conventional and unconventional sources over the prior 12 month consecutive months or, where historical data is not available, over the planned or estimated future 12 months. For example, while gas production is generally measured as a volume per time period such as cubic meter per day, it needs to be converted into its equivalent in barrels of oil in order to determine the total quantity of oil & gas produced in consistent measurements. The conversion to BOEPD can be accomplished by using one of the calculators at:

- ✓ http://www.rigzone.com/calculator/default.asp
- ✓ https://www.bp.com/en/global/corporate/energy-economics/statistical-review-of-world-energy/using-the-review/definitions-and-explanatory- notes.html

For SAP Hydrocarbon Management for O&G, and SAP S/4HANA Oil & Gas for hydrocarbon management,

BOEPD represents only the sold hydrocarbons.

For SAP Hydrocarbon Supply & Primary Distribution for O&G, and SAP S/4HANA Oil & Gas for hydrocarbon supply and primary distribution,

BOEPD represents only the scheduled/planned hydrocarbons.

For SAP Retail Fuel Network Operations for O&G, and SAP S/4HANA Oil & Gas for retail network fuel operations,

BOEPD represents only the sold hydrocarbons.

For SAP Secondary Distribution Management for O&G, and SAP S/4HANA Oil & Gas for secondary distribution management,

BOEPD represents only the sold/transported hydrocarbons.

For LPG bottled gas the conversion from tons of LPG to barrels is described on the BP calculator http://www.bp.com/en/global/corporate/about- bp/energy-economics/statistical-review-of-world-energy/using-the-review/Conversionfactors.html and 1 ton of LPG = 11,6 barrels

For SAP Upstream Contracts Management for O&G, for SAP Upstream Operations Management for O&G, SAP Upstream Field Activity Management by OIS, SAP S/4HANA Oil & Gas for upstream contracts management, and SAP S/4HANA Oil & Gas for upstream hydrocarbon accounting and management,

BOEPD represents hydrocarbons produced. If pricing cannot be based on BOEPD produced (new ventures with no crude or gas production), the planned or estimated production of the venture shall apply.

For SAP Upstream Production Management for O&G, US Production,

BOEPD represents only the hydrocarbons produced in the USA

Budgets

Total annual budgets are the total annual public sector budgets of the SAP customer (i.e. agency, institution, program or department) based on current budget period.

Business Partners

Active Customers / Vendors are active business partner master records with financial transactional data within the last 2 years. Business Partner refers to active business partners (including but not limited to customers, vendors master, subsidiaries or headquarters).

Business Partners are natural persons, a group of persons, or a legal entity that has any kind of a business relationship with a company or a public sector agency. The number of Business Partners counted for pricing the solution is limited to the context of the Software being licensed.

For online application submission management

Business partners is defined as:

- **For banking customers** as the number of customers with financial transactional data within the last 2 years.
- **For insurance customers** as the number of insurants
- **For Public Sector customers** as citizens

REMAINING METRICS - C

Calls

Calls are the number of incoming messages per year.

External service calls are HTTP requests per calendar year which are processed by SAP NetWeaver Gateway Server. Metadata requests and requests from SAP Software that contains SAP NetWeaver Gateway runtime software are not counted.

Capacities

Installed capacities are the designed production capacities of a power plant. For a power plant both the electrical power as well the thermal power has to be considered. The installed capacity is measured in units of 1 GW (Gigawatt).

Cash Flows

Cash flows are the total number of cash flow transactions (payment or receipt) processed by the application per day. (Note that for receipts there would usually be two cash flow transactions, i.e. expected receipt and actual receipt). The max. number of cash flows per day is the basis for the measurement.

Consolidation Units

Consolidation units are the total number of legal entities that have to be incorporated into the financial account closing activity.

Contacts

Contacts are number of unique records of customers, prospects, employees, business partners, constituents and/or commission recipients within the context of the Software.

Contracts

Contracts are the contracts (used in all functions including procurement, sales, legal, partner management, HR, real estate, and all other functions of the organization.) the company plans to address within the application.

For Utility Industry:

Contracts are agreements between a utility company and a business partner to provide services to the business partner. Thereby a separate contract has to be set up for each service provided, for which the utility company has a legal contract with its customer (e. g. a utility company provides a business partner with electricity, area lighting, gas, and district heating, thus four separate contracts have to be set-up). All contracts stored in the system with an ending date later or equal to the system date are taken into consideration.

For the sectors below the following division categories of the SAP Utilities system need to be considered:

- ✓ Energy:
- ✓ Electricity
- ✓ Gas
- ✓ District heating
- ✓ Mutual help
- ✓ For all sectors
- ✓ Water:
- ✓ Water
- ✓ Waste Water
- ✓ Waste & Recycling:
- ✓ Waste Management

For prepayment for utilities

Contracts contain all utility contracts which are operated via prepayment.

For Banking Industry:

Contracts are made by a bank with natural persons (retail) or legal persons (commercial). A contract can be e.g. an account, a term deposit, a loan, an OTC-derivative, an FX forward, a money market transaction or a position in exchange-traded instruments. Accounts and loans managed in external systems, included in a master contract, part of a collateral agreement or set-up for tax calculation are to be taken into account. In the context of refinancing, only managed contracts classified as available assets are to be licensed.

Contracts include:

- o loans or mortgage products
- o deposits, savings or current accounts (including internal accounts)
- o Derivatives, which are financial instruments whose value is based on another security
- o Securities transactions, e.g. spot plus forward deals, money marked/foreign exchange transactions, etc.

- ✓ Contracts for leasing are operational, finance, capital leases, hire purchases, loans and/or other contracts which are processed in the solution
- ✓ Contracts for refinancing can additionally be credit cards, drawings in a syndicate loan or trade receivables.

Cores

Cores are the number of cores in CPUs that are available for use by the licensed software. The number of Core licenses must be an integer. When counting physical Cores, each Core of a physical CPU that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is considered and counted.

When counting virtual Core's, each virtual Core that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is counted.

If the licensed Software will run in a pure virtual environment, physical Cores will not be counted. For purposes of clarification, "Core" as defined in this metric definition is different from "core" as referenced in the metric definition for any Software licensed on a CPU basis (if any), and therefore is not applicable in that context.

Costs

Asset retirement obligation cost estimations are the volume of the cost estimations which are handled in the solution.

The cost estimation volume is equal to the total of the settlement values (expected costs at the estimated retirement date) of all cost estimation items of the cost estimation plans of all asset retirement obligations, which are handled by SAP Asset Retirement Obligation Management. If the customer is using more than one accounting principle, the cost estimation volume is calculated separately for every accounting principle. The maximum of these values will be used for pricing. The cost estimation volume is determined based on the volume, which is valid at the fiscal year end date. Only asset retirement obligations, which are active at this date, will be considered.

Costs of goods sold are all expenses directly associated with the production of goods or services the company sells (such as material, labor, overhead, and depreciation) annually. It does not include selling, general and administrative expenses or research & development. If cost of goods sold is unknown, then it shall be equal to 70% of total company revenue.

For Service Parts Planning:

Costs of goods sold refers to the inventory value for the service parts business.

REMAINING METRICS - D

Database Sizes

Gigabyte database sizes are database sizes of the productive systems and are calculated individually for each system (i.e., each ERP, BI and CRM system).

1.5 Terabyte accumulated database sizes are the database sizes of all productive SAP systems where the customer uses SAP Landscape Transformation.

Data Streams

Data Streams are tags or modules that are created and exist in PI System landscape, and used to setup, configure or store data points of data structures.

Deployments

Deployments are single installations of the system repository component within the SAP BusinessObjects BI Platform Software (for which Licensee must obtain a license), or the Crystal Reports Runtime Engine (for which Licensee must obtain a license). When the multi-tenancy feature of the BI Platform is enabled, each individual tenant is considered a separate deployment for licensing purposes.

Devices

Devices are any piece of equipment or hardware and include but are not limited to: a workstation, terminal, point of sale terminal, notebook, handheld, tablet, PDA, smartphone, internet connected television, scale devices, devices installed in a vehicle (on-board units) or other networked devices. The

application itself defines the type of devices that are used and therefore counted for the price list item (e.g., Sybase SQL Anywhere Database for Use with SAP POS for Retail devices are defined as those devices accessing data from SQL Anywhere Database or e. g. SAP Mobile Order Management devices are all devices installed as on-board units in a vehicle).

For SAP Customer Checkout,

Devices are devices, or mobile devices for mobile point of sales applications or mobile devices for merchandise applications or scale devices for scale applications.

IoT-Device refers to a uniquely identifiable object and their virtual representation in the IoT-Core and has a device ID allocated.

Documents

Documents are single instances of the output data files generated by the product annually.

For SAP Document Compliance:

Documents mean electronic documents transmitted or received by or through the product annually. Examples of documents are: customer invoice, vendor invoice, credit memo, purchase order, dispatch advice, transport document, transport registration request, invoice registration request, document summary, tax certificate, tax report.

For SAP solutions by OpenText:

Documents are single instances of the data file processed by the product annually as counted by the solution. Examples of documents are: invoices, sales orders, order confirmations and remittance advices.

Public Documents are defined as any object that can execute fully on the SAP BusinessObjects BI Platform. This includes: Web Intelligence document, Crystal Report, Explorer information space, Analysis for OLAP workspace, Dashboard, Design Studio template, Lumira document.

Documents for SAP Digital Access and/or Documents for SAP S/4HANA Digital Access (Documents are defined below and categorized within the following Document Types)

Sales Document is: (i) a line item record that represents the material and/or service being sold or quoted; and/or (ii) a record that represents an individual order/release against a scheduling agreement which indicates the material and/or service being sold.

Purchase Document is: (i) a line item record that represents the material and/or service being ordered or requested; and/or (ii) a record that represents the release against a scheduling agreement which indicates the material and/or service being procured.

Invoice Document is a line item record that represents the material and/or service being billed. For SAP S/4HANA Digital Access only, an Invoice Document shall also include a line item record that represents a description of the material being purchased, including the material name, number and quantity of the material.

Manufacturing Document is: (i) a record which represents the production-related details associated with manufacturing a material, including: the type, quantity and color of what to produce, when to produce it, where to produce it and/or other distinguishing characteristics; and/or (ii) a record that represents a confirmation which indicates the status of the processing activities associated with manufacturing orders.

Material Document is a line item record that represents a specific material being received, issued or transferred to, from or within a storage location or plant.

Quality Management Document is: (i) a record that represents the details of a nonconformance being reported including the information required for problem solving; and/or (ii) a record that represents results of an inspection. For S/4HANA Digital Access only, a Quality Management Document shall also include a record that represents the details of a nonconformance.

Service & Maintenance Document is: (i) a record that represents the details of work to be performed including the information needed to plan, execute and bill for a service or maintenance request; and/or (ii) a record that represents the details of a problem being reported including the information required for problem solving; and/or (iii) a record that represents the status of the processing associated with service orders and maintenance orders; and/or (iv) a record that represents a claim by a customer for repair or replacement or compensation for under-performance, pursuant to terms in a warranty document.

Financial Document is a line item record that represents accounting information in a financial journal.

Time Management Document is: (i) a record that represents an employee's time worked and assigned to business related objects; and/or (ii) a record that represents deviations from an employee's assigned work schedule and/or pay rate.

REMAINING METRICS - E

Electronic Ledger Master Records

E-Ledger Master Records are the ledger line items included on a journal ledger page that are transmitted to Turkish government authority.

Employees

Employees are individuals, working for a company or legal entity that is licensing the functionality of the package, regardless of employment status (e.g. part time, full time, leave of absence or contract worker).

For SAP Pension Administration (VADM) Germany Only

Employees are individuals who get their pension payment as pension recipients, who are surviving dependents, or who are entitled to a pension equalization payment by the component Pension Administration.

Full-time equivalents (FTE) are employees who are employed by the licensed organization and non-employees who may be engaged on emergency related activities, either on a temporary or permanent basis and who are tasked, deployed or managed by the licensed organization for the purposes of disaster or emergency management.

For SAP Force Organization & Personnel for D&S and for SAP Force Sustainment for D&S:

FTE is the numbers of full time equivalents employed in the organization – including military and civilian personnel & reserve are calculated as: Weighted Size = Military Personnel x 1.0 + Reserve x 0.5 + Civilian x 0.5

REMAINING METRICS - F

Flat Fee

Flat fee is the fixed package license fee for the software.

Annual Fundraising Income means the annual amount of gross revenue raised by Licensee through fundraising efforts.

REMAINING METRICS - G

Gigabytes

Gigabytes (GB) refer to the storage capacity equivalent to 1024^3 bytes.

REMAINING METRICS - H
None listed.

REMAINING METRICS - I
Installations

Installations are instances of the software installed at a designated device.
For SAP Fortify by HP, Installations is defined as a single deployable unit of software code consisting of a collection of source code, byte code or object code that delivers some or all of the functionality of a business application.

Installed Capacities
Installed Capacities is defined as the total theoretical annual production capacity of all plants of an SAP Customer.
Instances
Instances are unique connections to a single specified application or technology type.
Invoices
Invoices are items that flow through the cockpit for reconciliation per year.
Items
Items represent entities managed in the Software.
For credit card management
Items are the number of active credit cards stored in the system per calendar year.
For Extended Warehouse Management,
Shipper Scenario - Items are delivery line items. A delivery is the documentation for a shipment sent to/ from a warehouse location to/from a destination (customer, vendor or other plant/location). The items of the delivery are the unique material codes irrespective of quantity shipped under that delivery. The average per day is based on the active days over the period of one year.
Transit Warehousing scenario - For the transit warehousing scenario, Items are the packaging items (Handling Units) moved through the system from origin to destination. The packaging items are counted only once in this process. The average per day is based on the active days over the period of one year.
For SAP S/4HANA for accounting integration,
Items are the number of contracted items, assets and services in a year.
For Track and Trace
Items are entities being configured, shipped-and-received, or tracked in the system on an annual basis.
For Yard Logistics ; and SAP Yard Logistics for SAP S/4HANA
Items are the number of transportation units (trucks, trailer, container, railcars, vessel, etc.) in both inbound or outbound shipments in a year.

REMAINING METRICS - J
None listed.

REMAINING METRICS - K
None listed.

REMAINING METRICS - L
Learners
Learners are individuals accessing the application and engaging in any learning services being processed by the application.
Locations
Location is to be defined as a single Foreign Trade Zone or sub-zone set up in the GTS system with a unique Zone ID.
Base & remote locations are central warehouses or distribution centers from which the remote locations are supplied with spare parts and materials. Offshore facilities (e.g. platforms) or remote on-shore facilities are examples for remote locations in the Oil & Gas industry. Mines or processing centres are examples for remote locations in the mining industry.

REMAINING METRICS - M
Memory
Gigabytes of memory are the total amount of memory that may be used by the Software, as measured in gigabytes.

REMAINING METRICS - N
Net Property Plant & Equipment
Net Property Plant & Equipment are the values of the total properties, plants and equipment's as disclosed in the balance sheet insofar as processed by the SAP solution on a yearly base.
Nodes
Nodes are systems with maximum of 256 GB RAM running the SAP Vora Software.

REMAINING METRICS - O
Objects
Master data objects are master data objects stored in the SAP NetWeaver Master Data Management system and/or SAP Master Data Governance System.

- ✓ *For SAP Enterprise Master Data Management; and SAP Enterprise Master Data Goveranance for SAP S/4HANA* : Master data objects are all master data objects stored in the SAP NetWeaver Master Data Management system, plus the total number of all master data objects stored in the SAP Master Data Governance system.
- ✓ *For SAP Master Data Governance, Consumers*: Master data objects are active consumer type customer objects stored in the SAP Master Data Governance system. A consumer is a natural person or a group of persons (e.g. household) that has any kind of business relationship with a company, including, but not limited to, B2C customers, B2C contacts, and citizens. Licensee may Use SAP Master Data Governance, Consumers to store additional business partners if the partners represent B2C consumers. Licensee may not Use SAP Master Data Governance, Consumers to store additional business partners if the partners represent B2B customers.
- ✓ *For SAP Master Data Governance, Custom*: Master data objects are master data objects stored in custom-build "Master Data Governance" systems that are not of type financials, suppliers, customers or materials. This is the sum of all user defined object of type things (articles, contract, location, asset, equipment, contract, etc.). A user defined object is created using the Master Data Governance framework.
- ✓ *For SAP Master Data Governance, Customers*: Master data objects are active B2B customer objects stored in the SAP Master Data Governance system. Licensee may Use SAP Master Data Governance, Customers to store additional business partners if the partners represent B2B customers. Licensee may not Use SAP Master Data Governance, Customers to store additional business partners if the partners represent B2C customers.
- ✓ *For SAP Master Data Governance, enterprise asset management ext by Utopia:* Master data objects are master data objects stored in SAP EAM. This is the sum of all equipment and functional locations and MRO bill-of-materials.
- ✓ *For SAP Master Data Governance, Financials*: Master data objects are the sum of financial objects (including, but not limited to, group accounts, operational accounts, cost elements, companies, profit centers and, cost centers with hierarchy nodes, consolidation groups and units, financial statement items) stored in the SAP Master Data Governance system. For avoidance of doubt, the financial accounts are only counted once, even if the accounts are used in multiple charts of accounts or financial statement versions. For example, if the company is reporting externally in US GAAP as well as IAS, each account is only counted once, not

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twice.

- ✓ *For SAP Master Data Governance, Product*: Master data objects are active material objects (materials, products) stored in the SAP Master DataGovernance system. Licensee may not Use SAP Master Data Governance, Product to store articles.
- ✓ *For SAP Master Data Governance, retail and fashion management ext by Utopia:* Master data objects are the sum of all single articles, generic articles (excluding variants) as well as sets, lots and displays, which get put under the governance of the solution.
- ✓ *For SAP Master Data Governance, Supplier*: Master data objects are active supplier objects (vendors) stored in the SAP Master Data Governance system.

Orders

For SAP Sales and Service Order Execution

Orders are the number of sales and service orders processed annually but do not include Orders placed by individuals who are assigned Named User licenses.

For SAP Purchase Order Execution

Orders are the number of purchase orders processed annually but do not include Orders placed by individuals who are assigned Named User licenses.

For SAP Sales and Service Order Execution for SAP S/4HANA

Orders are the number of sales and service orders processed annually but do not include Orders placed by individuals who are counted in the Licensed Quantity of Users of SAP S/4HANA Enterprise Management Packages.

For Purchase Order Execution for SAP S/4HANA

Orders are the number of purchase orders processed annually but do not include Orders placed by individuals who are counted in the Licensed Quantity of Users of SAP S/4HANA Enterprise Management Packages.

Outpatient Days

Outpatient days is the sum of the days in which patients have been treated as outpatients in a one year period. One outpatient day is counted when one patient is treated as an outpatient in one calendar day, independently of the quantity of work done on that day and on how the work was documented in the SAP system (in one or more outpatient cases, and, within cases, as one or more visit movements).

REMAINING METRICS - P

Page Views

Page Views are the total cumulative number of: (1) single views of a mobile or browser application, or web page of an internet site, via screen views, screen states, mobile web pages, web stores, the Software In-Store module, or Contact Center module, for which the Commerce Suite provides data over a 12 month period and (2) JSP page requests, Ajax requests, REST service requests, SOAP service requests, or other application server requests through the Software.

Patients

Patient care days are the relevant number of patient care days reached by the Licensee in a calendar year is the corresponding statistic according to the annual H+ member directory "H+ Die Spitäler der Schweiz".

Patients treated are those treated in one calendar year in the institutions supported by the SAP system. Patients are only counted once, no matter how many times they are treated in the hospital within the year.

Plants

Plants are physical sites owned by or operated by an enterprise supported by the Software.

For the purpose of determining the size and usage scenario of plants the following definitions apply:

- ✓ **Small plants** are plants with up to 500 employees. Employees per plant are all employees and contractors working in the plant.
- ✓ **Midsize plants** are plants with 501 up to 5.000 employees. Employees per plant are all employees and contractors working in the plant.
- ✓ **Large plants** are plants with more than 5.000 employees. Employees per plant are all employees and contractors working in the plant.

Points of Delivery

Points of delivery are the points of delivery (PoDs) at which a utility service is supplied or determined. When a utility installation is created in SAP's Utilities system, a unique PoD is automatically generated. All PoDs in the system are counted where a device or device info record is assigned to SAP's Utilities installation with an ending date later or equal to the system date; technical and virtual PoDs are not considered.

For the sectors below the following division categories of the SAP Utilities system need to be considered:

- ✓ Energy:
  - ✓ Electricity
  - ✓ Gas
  - ✓ District heating
  - ✓ Mutual help
  - ✓ For all sectors
- ✓ Electricity:
  - ✓ Electricity
- ✓ Gas:
- ✓ Gas
- ✓ Water:
  - ✓ Water
  - ✓ Waste Water
- ✓ Utilities or no division named:
  - ✓ Electricity
  - ✓ Gas
  - ✓ District heating
  - ✓ Water
  - ✓ Waste Water
  - ✓ Waste Management
  - ✓ Mutual help
  - ✓ For all sectors

For SAP Advanced Metering Infrastructure for Energy and for SAP Advanced Metering Infrastructure for Energy Water Utilities:

Points of delivery, advanced meter are the points of delivery (PoDs) at which a utility service is supplied or determined. When a utility installation is created in SAP's Utilities system, a unique PoD is automatically generated. All PoDs in the system are counted where an active, advanced meter is assigned to SAP's Utilities installation with an ending date later or equal to the system date; technical and virtual PoDs are not considered.

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For the sectors below the following Division Categories of the SAP Utilities system need to be considered:

- ✓ Energy:
  - ✓ Electricity
  - ✓ Gas
  - ✓ District heating
  - ✓ Mutual help
  - ✓ For all sectors

- Water:
  - Water
  - Waste Water

For SAP Meter Data Management by Siemens and for SAP Meter Data Management by Siemens, Advanced Device Management: **Points of delivery** are the service delivery points in the SAP Meter Data Management by Siemens installation. All service delivery points in the system are counted where an active meter is installed with an ending date later or equal to the system date.

Portfolios

Sales portfolios are the annual energy sales and procurement portfolios of a utility company. The sales portfolio is measured in units of 1 TWh (Terawatt hour).

Premiums

Premiums of the insurance company, which uses the product, is the total gross premiums as disclosed in the latest annual statement of the legal entity in a fiscal year. If the customer does not disclose a comprehensive annual statement, the customer will report on an annual basis the respective information to SAP.

If the customer does not disclose the information publicly, he has to deliver and explain it to SAP

If the product shall be licensed only for a subdivision of the insurance company the respective license contract requires an explicit definition.

For Reinsurance Management Solutions (SAP ReIns Management Foundation for Insurance and SAP Reins Risk Manager);

Premiums reflect the *"Ceded Premiums"* in case of passive and "*Assumed Premiums"* in case of active Re-Insurance Business. In case the licensee uses the solution for Ceded AND Assumed business the sum of both shall apply.

Premiums and Disbursements

Premiums and disbursements is defined as the total sum of all premiums and/or all disbursements processed annually via the licensed service. For disbursements, positive values equal to the actual amount of disbursements are considered for this calculation. If required, currency conversions are done based on the PL valid at the point in time of the contract.

Prices

Contract price is the net value of the license contract. Contract price for partners refers to partner buy price depending on the support delivery model.

BSI U.S. payroll tax processing contract price is the net value of the BSI U.S. payroll tax processing software license.

Products

Products are the annual total of number of vehicles and finished goods (for VMS/DBM) or Vehicles and Parts (for sequenced manufacturing) in the context of Automotive Solutions.

Processes

Processes are specific business processes, which are technically implemented as a semantic data model implemented on a single HANA database.

For SAP Process Mining by Celonis

A Process is a semantic HANA data model that provides a view of all sequential steps of one key identifier in a business process. Examples of key identifiers are: purchase order number, invoice number, goods receipt number, and shipping number.

REMAINING METRICS - Q

None listed.

REMAINING METRICS - R

Recipients

Recipients are individuals receiving reports from the licensed Software.

Records

Records are the average number of items managed by the application over the prior 12 months.

For SAP Financial Database for Banking, SAP Credit Risk Management for Banking, and SAP Regulatory Reporting by iBS, Records represent the number of financial products (such as loans or deposits) including over the counter products, and standardized exchange traded securities (e.g. shares, listed options, bonds). This is also true when processing takes place on aggregated level. If financial products don´t apply, records represents the number of the processed objects.

Master records are one contractual relationship between the company and an employee whose payroll is being calculated.

Resources

Resources are unique individuals or non-human resources (system, equipment, tool, instrument, machine, vehicle, room, regulatory or government agency/body, industry standard, framework, and/or corporate policy, etc.) that are managed by or within the Software.

Revenues

Revenues are the annual incomes that a company receives from its normal business activities and other revenues from interests, dividends, royalties or other sources. Revenues exclude indirect taxes such as VAT, Excise Duty or any similar sales related taxes.

- *For SAP Account & Trade Promotion Management, SAP Trade Promotion Optimization, and SAP Dairy Solution by msg,*
  Only the revenues need to be considered associated with the business or division which the capabilities of this package will be applied against.
- *For SAP Configure, Price, and Quote (SAP CPQ)*
  Revenues are the calculation of Licensee's and its Affiliates total annual sales revenues for products or services, which were generated using the SAP CPQ software less VAT, delivery and any returns.
- *For SAP Electronic Invoicing for Brazil (NFE),*
  Only the revenues generated by the company or legal entity located in Brazil need to be considered.
- *For SAP ERP, add-on for Polish SAF-T regulatory requirements,*
  Only the revenues generated by the company or legal entity located in Poland need to be considered.
- *For SAP Customer Experience branded products*
  Revenue is the calculation of Licensee's and its Affiliates total annual sales revenue for products or services that are purchased through the SAP Customer Experience platforms (including SAP Customer Experience powered websites and other SAP Customer Experience powered channels such as web stores, mobile, In-Store module, Contact Center module, etc.) by customers (B2B and B2C) in each trailing 12 month period, less VAT, delivery and any returns.
- *For Insurance,*
  Revenue are the same as "Premiums"
- *For National Central Banks / Federal Reserve Banks,*

Revenues are the same as “Assets under Management”.

- ✓ *For Other Banks,*
  Revenues are the sum of Licensee’s gross interest income and noninterest income (i.e. provisions, service charges, trading income) as stated on Licensee’s Income Statement.
- ✓ *For SAP Product Lifecycle Costing,*
  Only the revenues need to be considered associated with the business or division which the capabilities of SAP Product Lifecycle Costing will be applied against.

- ✓ *For Public Sector,*
  Revenues are the same as "Total Annual Budgets"
- ✓ *For SAP Tax Declaration Framework*
  only the revenues generated in Brazil are relevant.

Revenues and Expenses

Revenues and Expenses are the sum of annual revenues received and annual expenses paid (commissions, royalties, revenue shares etc.) in the context of the Software.

Revenues are the sum of annual monetary amounts invoiced by Customer and its Affiliates to third parties for services provided (or to be provided) by Customer and/or its Affiliates to such third parties and processed through the SAP solution. "Expenses" are the sum of budgeted annual expenses (commissions, royalties, revenue shares etc.) for services performed (or to be performed) by Customer or its Affiliates for Customer's and/or its Affiliates own organization(s) that are processed through the SAP solution.

For CPM and PPM:

Revenue and Expenses is related to the projects managed within the software and is defined as:

- Revenues: the sum of annual revenues received for revenue-generating external projects
- Expenses: the sum of budgeted annual expenses for internal projects

For SAP S/4HANA for rights and royalty management by Vistex:

Revenues and Expenses are the sum of the annual revenues received and annual expenses paid (license fees, royalties, revenue share, etc.) in the context of the software. Revenues and expenses include financial validation for deals which are implemented in SAP S/4HANA for rights and royalty management by Vistex but do not result in an incoming payment (e.g. barter deals).

REMAINING METRICS - S

Servers

Process servers are defined as each server (real or virtual) where automated tasks are to be managed. A process server is required for every single connected application, server or operating system (OS) instance (virtual or physical) with a unique identification on which processes are executed that need to be monitored, managed and controlled. For each process server purchased the customer is provided with 1 production and 3 non-production environments (i.e. 1 for fail-over for the production instance, 1 for development and 1 for test).

Servers are physical computers, cases, boxes or blades that house the CPUs running the software product. Multiple virtual machines on the same physical box are allowed and do not require additional licenses.

Service Order

Service Order is defined as one discrete order that is mapped in the software in a given calendar year. A service order can be among others a workshop order, a repair order, or a maintenance order.

The number of service orders applied in determining usage volume is the total number of discrete orders mapped with Software for which order master records are created in Software in a given calendar year. Where, for example, an up-stream system bundles multiple orders, the number of orders to be counted is the number before bundling.

Where an order master record is created in Software, the service order, as defined above, is within the ambit of this present agreement for Software. It matters not how an order master record is generated in Software (for example, by directly creating orders in MRS or by importing order master records from upstream systems such as DBM) or whether an order is in fact the object of any further planning using Software.

The measurement as described above will measure the number of service orders created as data records in the calendar year.

For SAP Enhanced Maintenance and Service Planning

Service Order means Representation of a reservation for a service area, so called: Slot Order. Check Orders are excluded.

Sessions

Concurrent sessions are the aggregated numbers of sessions accessing the licensed Software at any one time. A session refers to the time between logon and logoff or time out where a unique user, application or platform accesses the licensed Software either directly or indirectly via a custom application. The number of sessions accessing each Deployment must be limited by corresponding license key mechanisms. The maximum number of sessions enabled on a Deployment by such limitations may not exceed the Licensed Level for the number of Concurrent Sessions assigned to that Deployment for such licensed Software product. The aggregate number of sessions enabled on all Deployments may not exceed the Licensed Level of Concurrent Sessions. Users in deployments with an unlimited number of sessions require a Named User License for the licensed Software product.There is no license limit on number of processors or servers used. Licensee may not utilize any program or system to cache or queue report requests. SAP BusinessObjects BI users accessing any Deployment using a Concurrent Session license may be entered into the SAP NetWeaver BW system for the purposes of maintaining security.

SOAR Sales Orders

SOAR Sales Orders are defined as the annual number of sales orders the customer will process through the RCS Sales Order Allocation and Rescheduling (SOAR) on HANA. The figure is taken as the number of discrete sales orders processed annually by the SOAR Allocation run (Arun) process.

Spends

Spend volumes are the company's annual expenditures for the procurement of all direct and indirect goods and services.

For SAP Electronic Invoicing for Brazil (NFE-Inbound), only Spend Volumes in Brazil are to be considered.

For Public Sector entities, Public Sector Spend Budgets may be used instead. Public sector spend budget is the figure, published annually, that documents an organization's procurement budget for all direct and indirect goods and services.

Freight Spend is the annual freight costs incurred in transporting products. ; i.e., all the transportation costs, including labour, involved in moving goods to and from a plant/distribution center/warehouse, including payments to logistics companies for their services and any cost incurred by a company for the use and maintenance of its own fleet of vehicles.

Students

Students are defined as:

- ✓ full-time registered students e.g. students who are registered for a full course load for the current academic year at the institution; and/or.
- ✓ equivalents of full-time registered students (for example, a part-time student could represent a fraction of a full-timestudent).

Subscriptions

Annual subscriptions are periodic recurring fees that are payable every calendar or fiscal year for the right to use software or services during that calendar or fiscal year. This fee is payable each calendar or fiscal year whether or not the software or service has been used during that year.

Systems

Connected systems are productive SAP Solution Manager systems connected to the productive systems of SAP Quality Center by HPE, andSAP Business Process Automation by Redwood.

Managed systems are all systems with a unique system id that are controlled, managed, monitored, or retired by the software.

For SAP Landscape Management

Every system id for all system usage types (e.g. PROD, DEV, QAS, Test/Demo/Training, DR, etc.) managed by SAP Landscape Management natively requires a license, regardless of production or non-production use. For System Provisioning scenarios, all system ids for source and target systems are subject to licensing.

For SAP Information Lifecycle Management,
Only Licensee's productive use systems managed by SAP Information Lifecycle Management must be counted in the Licensed Quantity.

REMAINING METRICS - T

Tonnage

Tonnage produced are tonnage produced on one day.

Transactions

For SAP Accounting for Financial Instruments:
Transactions represent the number of transactions related to exchange-traded securities (e.g. shares, bonds, futures, options, warrants) and sub- ledger postings (imported sub-ledger documents) over a period of prior 12 consecutive months.
For SAP Application Interface Framework:
Transactions consist of everything processed or monitored in SAP Application Interface Framework, e.g. all Application to Application (A2A), Business to Business (B2B), Business to Consumer (B2C), Business to Government (B2G) and Internet of Things (IoT) messages that are processed and monitored in the SAP AIF solution. The number of transactions is counted per year.
For SAP Archiving and Document Access by OpenText, external access option and SAP Archiving and Document Access by OpenText, external access option for SAP S/4HANA
Transactions are the annual volume of downloads (including view or print) of documents that are stored by the OpenText Solution. This metric applies only to individuals external to the Licensees organization (i.e. other than employee, contract worker and outsourcer).
For SAP Digital Content Processing by OpenText
Transactions are single instances of a content process/workflow that is captured and/or processed by the Software.
For SAP Document Presentment by OpenText, SAP Document Presentment by OpenText, add-on for business correspond and SAP Digital Documents by OpenText:
Transactions are single instances of a business document that is created, processed, printed or manipulated in some way by the products (e.g. letter, email, PDF, fax, SMS).
For SAP Billing, charging,
Transactions are defined as pricing outputs where one input can generate one or several pricing outputs. Transactions are counted as those on the peak load day as measured within the prior 12 months.
For SAP Payment Engine
Transactions are single payment transaction within a payment order. A payment order can have one ordering party item and multiple recipient party items. The number of transactions is counted per year.
For SAP S/4HANA for legal content
Transactions are folders/cases with a unique number created during an Agreement contract year, under which legal content is managed.
For SAP Shared Service Framework
Transactions are defined as the number of shared service framework service requests created per year.

REMAINING METRICS - U

Units

Rental units are rental objects that are managed with SAP Real Estate Management.
Data Hub Units are the sum of all managed systems and computing nodes where the distributed processing runtime is deployed, as managed and defined in SAP Data Hub. A computing node may be a VM or physical machine licensed in 256 GB RAM increments.

Users

Users are individuals who Use the Software. A "User" included in the Metric count cannot be assigned to more than one individual.

- ✓ *For SAP Business Intelligence (BI)*: There is no license limit on number of processors or servers used. Users are identified at logon and do not consume a Concurrent Session license. Concurrent Session licenses and Users can be purchased in combination for a Deployment. Licensee may not utilize any program or system to cache or queue report requests. SAP BI users may be entered into the SAP NetWeaver BW system for the purposes of maintaining security. This metric does not replace the overall SAP Named User licensing requirement.
- ✓ *For SAP Contact Center*: Users represent agents and/or supervisors who work in a contact center environment and handle incoming contacts through multiple communication e-channels (like email, chat, SMS and fax) and/or use supervisor tools to supervise contact center agents with e- channel user capability.
  In the context of voice-channel: Users represent agents who work in a contact center environment and handle incoming contacts through voice channel and office telephony only or handle outbound campaign calls only. In addition, each port in Interactive Voice Recognition system is also considered a user and should be counted as additional users.
- ✓ *For SAP Digital Asset Management by OpenText, limited access option*
  Users are limited to search, browse, view and download assets.
- ✓ *For SAP Identity Management and SAP Single Sign-On*: Users are individuals whose credentials and/or user information is managed by the functionality of the licensed Software.
- ✓ *For SAP Real Estate Management*: Users are individuals who manage office, retail and industrial properties and similar portfolios. It is applied for both, owned and operated space, and includes commercial as well as corporate real estate management.

Active users are individuals that perform transactions Using the Software in a given calendar quarter.
Licensed users are individuals licensed as one of the SAP Named User types defined in the price list.

- ✓ *For ERP, localization Extensions for Republic of Belarus by EPAM package:* Licensed Users - are all individuals licensed as one of the following SAP Named User: SAP Professional User, SAP Employee User, SAP Project User, SAP Worker User, SAP Logistics User.

Monitored Users are individuals: 1) whose information or credentials are monitored by the Software; and/or 2) who use the reporting console.
Virtual users are users simulated in the software to test the load on the SAP system.

REMAINING METRICS - V

Values

SAP Application Value (SAV) is the sum of list prices for Named Users, External Community Members, Software Engines and Supplementary Products, excluding those items identified in the list of prices and conditions that do not contribute to the SAP Application Value.

HANA SAP Application Value (HSAV) is the sum of prices for licensed Software, excluding those items identified in the list of prices and conditions that do not contribute to the HANA SAP Application Value.

REMAINING METRICS - W

None listed.

REMAINING METRICS - X
None listed.

REMAINING METRICS - Y
None listed.

REMAINING METRICS - Z
None listed.

Exhibit 3 - Package Restrictions

SAP Business Suite and Enterprise Foundation

1.1 Embedded Analytics

Where Licensee holds a valid Package License for any of the below Package(s), such Package License shall include the right for individuals licensed as SAP Professional or Limited Professional Users under the Agreement to (i) view, interact and refresh Crystal Reports, Dashboards content and Lumira storyboards embedded with such licensed Package(s) and (ii) Use the SAP BI Platform and/or SAP Lumira Server, as delivered with such licensed Package(s), solely to enable the viewing, interacting and refreshing of the Crystal Reports, and Lumira storyboards embedded with such licensed Package(s) (collectively "Embedded Analytics Limited Use Right").
Packages That Include Embedded Analytics Limited Use Right:

- SAP ERP
- SAP SCM
- SAP Transportation Management
- SAP Extended Warehouse Management
- SAP SRM
- SAP CRM
- SAP Environment, Health and Safety
- SAP Manufacturing Integration and Intelligence

1.2 Embedded SAP BusinessObjects Enterprise

Where Licensee holds a valid Package License for any of the below Package(s), such Package License shall include the right for individuals to view, interact, refresh and modify the content embedded with such licensed Package(s). Packages That Include Embedded SAP BusinessObjects Enterprise:

- SAP Contact Center
- SAP Identity Management

1.3 SAP Human Capital Management.

Usage of any integration software and content provided with the SAP HCM software and applicable to an integration between SAP HCM and SuccessFactors' Business Execution Software ("BizX") is permitted only with SAP HCM and a valid, current contract for SuccessFactors BizX.

1.4 SAP Data Encryption by CipherCloud for SAP SuccessFactors Employee Central, SAP Data Encryption by CipherCloud for SAP SuccessFactors Performance & Goals, SAP Data Encryption by CipherCloud for SAP SuccessFactors Compensation, SAP Data Encryption by CipherCloud for SAP SuccessFactors Succession & Development, SAP Data Encryption by CipherCloud for SAP SuccessFactors Learning

Each SAP Data Encryption by CipherCloud is limited to Use in the context of Licensee's subscription to the applicable SAP SuccessFactors Cloud Service.

S/4HANA Packages.

1.5 General terms for S/4HANA Packages

S/4HANA Packages shall only be deployed on a SAP HANA database installation (collectively "S/4HANA Installation"). Only S/4 HANA Packages (and no other Software) shall be deployed on a S/4HANA Installation. For clarity, the preceding sentence only applies to software licensed from SAP, its affiliates and or its authorized distributors and resellers. Notwithstanding anything to the contrary in this SUR, S/4HANA Packages are not licensed for Use with any third party runtime database. For the avoidance of doubt, the "Deployment and Communication Rights and Restrictions" set forth in this SUR apply to S/4HANA Packages.

1.6 Named User and Metric Requirements for S/4HANA Packages.

The only S/4HANA Package that requires SAP Named User licenses is S/4HANA Enterprise Management for ERP Customers.

1.7 SAP S/4HANA Compatibility Packs

"S/4HANA Compatibility Pack" shall mean an S/4HANA compatible copy of the Software shown in the "Classical Solution" column of the Matrix (the list of applicable Software located at the following link:
https://uacp.hana.ondemand.com/http.svc/rc/PRODUCTION/pdfac0fa9551dd88809f10000000b441570/1511%20000/en-US/MATRIX_OP1511.pdf). The S/4HANA Compatibility Pack may be Used by Licensee as, and in accordance with the terms of, an S/4HANA Package. Such Use is further subject to the following:

- Licensee must have a license to Use i) such Software in the Classical Solution column of the Matrix and ii) the prerequisite shown on the Matrix.
- So long as the Software in the Classical Solution Column of the Matrix is licensed solely for Use and deployment of the applicable S/4HANA Compatibility Pack on an S/4HANA Installation, no Named User licenses are requiredfor such Classical Solution.S/4HANA Compatibility Packs may only be Used until the applicable expiration date shown on the Matrix.

1.8 S/4HANA Enterprise Management.

Licensee shall be deemed to have licensed SAP ERP Starter Pack solely for the purpose of meeting the requirement to have a license for SAP ERP in order to have the right to Use the ERP Compatibility Pack.
S/4HANA Enterprise Management includes the following Runtime Software: SAP GTS, Trade Preferences and SAP Information Lifecycle Management ("ILM"). Classification required to support Trade Preferences may be used in context of this usage right at no additional charge for an on-premise implementation with the exception of the following functionalities: Entering Vendor-Based LTVDs in the Web UI, Uploading Preference Rules, Rule Set for Agreements other than with EU and NAFTA-based concepts, Preference Determination for Configurable Bills of Material, Pan-Eur-Med-Cumulation, and Identity-Based Preference Processing. Use of ILM is limited solely to SAP ILM Retention Manager and ILM Store components only for (i) storing and archiving files to filesystem, Hadoop, HANA, and IQ, (ii) blocking and deleting personal data within a specified time period or at the end of a specified time period.

1.9 S/4HANA Enterprise Management for Professional use.

Use is allowed by the number of individuals included in the Licensed Level who are authorized to use all of such individual's operational, system administration and management roles supported by the Software for Licensee's internal business purposes.

1.10 S/4HANA Enterprise Management for Functional use and S/4HANA Enterprise Management for Productivity use.

(A) S/4HANA Enterprise Management for Functional use. Use is allowed by the number of individuals included in the Licensed Level: (a) who are employees of Licensee's Business Partners authorized to perform any role supported by the Software in accordance with the license grant set forth in the GTC or Software License Agreement, or (b) who are employees of Licensee authorized to use the following Solution Capabilities supported by the Software:

- Asset Management (Maintenance Execution, Maintenance Planning and Scheduling)
- Human Resources (Organizational Management, Time Sheet)

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- Manufacturing (Material Requirements Planning, External Processing, Production Execution, Subcontracting, Just-in-time Processing, Kanban, Production Control, Repetitive Manufacturing, Quality Engineering, Quality Improvement, Quality Inspection, Price Management)

- R&D / Engineering (Production BOM Management, Recipe/Routing Management, Inspection Planning, Variant Configuration, Product Development Foundation, Project Financial Controls, Project Logistics Control)
- Sales (Sales Order Management and Processing, Sales Quotation Management, Opportunity Management, Sales Lead Management, Account and Contact Management, Activity Management, Customer Engagement,)
- Sourcing and Procurement (Self-Service Requisitioning)
- Supply Chain (Available to Promise, Shipping, Transportation Management, Warehouse Management, Goods Movement, Inventory Analytics & Control, Returnable Packaging Logistics, Sales Contract Management)
- Service (Warranty Management, Service Request Management, Service Order Management, Service Fulfilment, Service Billing & Settlement, Multi-Channel Customer Engagement)
- Enterprise Technology (Master Data Maintenance)

(B) S/4HANA Enterprise Management for Productivity use. Use is allowed by the number of individuals included in the Licensed Level who are authorized to use the following Solution Capabilities supported by the Software:

- Asset Management (Maintenance Execution)
- Display Use rights
- Human Resources (Organizational Management, Time Sheet)
- Manufacturing (Material Requirements Planning, Production Execution, Production Control)
- Sourcing and Procurement (Self-Service Requisitioning)
- Supply Chain (Delivery Management, Transportation Management, Warehouse Management, Goods Movement,Available to Promise

1.11 S/4HANA Developer access.

Use is allowed by the number of individuals included in the Licensed Level who are authorized to access the development tools provided with the licensed S/4HANA Enterprise Management Software for the purpose of making ABAP Modifications and/or Add-ons to any S/4HANA Packages.

1.12 S/4HANA Central Finance, central finance foundation ("S/4HANA Central Finance")

S/4HANA Central Finance includes the following Runtime Software: SAP Application Interface Framework.

1.13 SAP S/4 HANA Incentive and Commission Management

SAP Incentive and Commission Management does not include agent portfolio assignment, liability management, actual commissioning and cancellation reserves, portfolio and liability transfer processes.

1.14 SAP S/4 HANA for subscription billing

If SAP S/4 HANA for subscription billing is Used for, or in support of, billing or revenue share calculation for pre-paid telecommunications products, services or systems in the Restricted Countries or to remotely support prepaid telecommunication systems in the Restricted Countries then Licensee shall be obliged to obtain a license from Freedom Wireless permitting such Use. The Restricted Countries are Australia, Brazil, Canada, China, Israel, Japan, South Korea, Mexico and the United States. Failure to obtain a license from Freedom Wireless permitting such use shall void and release SAP from all related warranties, including without limitation any warranties and/or indemnities with respect to non-infringement of intellectual property rights to the fullest extent provided by applicable law.

SAP Billing, CRM component is required for the use of SAP S/4 HANA for subscription billing and should be deployed on a separate installation from S/4 HANA installation. The included convergent charging functionality in SAP Billing, CRM component may only be used if SAP S/4 HANA for subscription billing is licensed.

1.15 SAP S/4HANA for energy utilities meter data management and operations, SAP S/4HANA for energy utilities bill-to-cash management, SAP S/4HANA for water utilities meter data management and operations, SAP S/4HANA for water utilities bill-to-cash management. The Software includes mobile components that can solely be used: (1) as a runtime for SAP S/4HANA for energy utilities meter data management and operations and/or SAP S/4HANA for energy utilities bill-to-cash management and/orSAP S/4HANA for water utilities meter data management and operations and/or SAP S/4HANA for water utilities bill-to-cash management, and (2) for customers' extensions and enhancements to SAP S/4HANA for energy utilities meter data management and operations and/or SAP S/4HANA for energy utilities bill-to- cash management and/or SAP S/4HANA for water utilities meter data management and operations and/or SAP S/4HANA for water utilities bill- to-cash management.

The SAP Multichannel Foundation for Utilities includes any users necessary for SAP Gateway access.

1.16 SAP S/4HANA for commercial project management, cost and revenue planning

SAP S/4HANA for commercial project management, cost and revenue planning includes runtime functionality of planning application kit, SAP Lumira Designer and SAP Lumira Server.

1.17 SAP Portfolio and Project Management for SAP S/4HANA, standard

SAP Portfolio and Project Management for SAP S/4HANA, standard includes right to view project and portfolio information, use analytical capabilities, approve projects, phases and decision points, fill out questionnaires, provide input for financial and capacity planning, view and confirm assigned tasks and report project efforts.

1.18 SAP S/4HANA for O&G secondary distribution management

SAP S/4HANA for O&G secondary distribution management includes a license of the industry package "SAP S/4HANA Oil & Gas for hydrocarbon management" for up to 50,000 BOEPD sold.

1.19 SAP S/4HANA Finance for treasury and risk management

Use of SAP S/4HANA Finance for treasury and risk management is limited to a maximum of one hundred active, investment-related security classes in the securities area*. In case a larger number of security classes are required, SAP Financial Asset Management for Insurance must be licensed.

*In the SAP system each security (e.g. stocks) is a class. The class data includes all the structure characteristics of a security. Since the creation of transactions and the management of positions in the transaction manager are based on product types, each class needs to be assigned to a product type.

1.20 SAP Business Integrity Screening for S/4HANA

Licensee is allowed to create new tables and new views (database views, analytical views, projection views, attribute views, calculation views, etc.) on the database as long as they are used in the context of the SAP Business Integrity Screening for S/4HANA solution (e.g. to setup rules which access these tables/views).

1.21 SAP S/4HANA R&D for Enterprise Product Engineering

Use of collaborative product development and product structure synchronization functionality is limited to product development functionality. Use of SAP 3D Visual Enterprise Generator is limited to 1 core of usage.

1.22 SAP S/4HANA R&D for Enterprise Product Formulation

Use of collaborative product development and product structure synchronization functionality is limited to recipe development functionality.

1.23 SAP Knowledge Accelerator Bundle for S/4HANA.

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SAP Knowledge Acceleration Bundle for S/4HANA may be used to meet Licensee's employee training needs and may not be used by or on behalf of any third party. Notwithstanding any other provision of the Training Schedule, User license metrics of Knowledge Acceleration may not

be transferred to other individuals, even if the original user is no longer permitted access to Knowledge Acceleration. If an individual is no longer employed by Licensee, Licensee may transfer such individual's User license count to another user.

1.24 Sales and Service Order Execution for B2B and B2C for S/4HANA

Sales and Service Order Execution for B2B and B2C for S/4HANA is licensed for Use to place and process Orders in licensed SAP S/4HANA Enterprise Management Software through licensed SAP Cloud Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). "Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Licensee has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

1.25 Sales and Service Order Execution for B2C for S/4HANA.

Sales and Service Order Execution for B2C for S/4HANA is licensed for Use by Consumers to place and process Orders in licensed SAP S/4HANA Enterprise Management Software through licensed SAP Cloud Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). "Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Licensee has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

1.26 Purchase Order Execution for S/4HANA.

Purchase Order Execution for S/4HANA is licensed for Use to create and process Purchase Orders in licensed SAP S/4HANA Enterprise Management Software through licensed SAP Cloud Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). "Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Licensee has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

1.27 SAP S/4HANA Oil & Gas for upstream operations management

Use of the Runtime Software SAP Manufacturing Integration and Intelligence is restricted to upstream production, scheduling, allocation, and maintenance only.

1.28 SAP S/4HANA Oil & Gas for upstream contracts management

Upstream Contracts Management and Upstream Oil and Gas, which include Joint Venture Accounting functionality, also include limited use rights for Advanced Compliance Reporting (ACR). The license to use ACR is limited to use within the scope of Upstream Contracts Management and Upstream Oil and Gas licenses. Any use beyond the scope of Upstream Contracts Management and Upstream Oil and Gas requires ACR to be fully licensed separately.

1.29 SAP Tax, Benefits, and Payment Processing for Public Sector for S/4HANA

SAP Tax, Benefits, and Payment processing for Public sector for S/4HANA includes any users necessary for SAP Gateway access. To implement the solution customer must also license SAP Tax, Benefits, and Payment Processing for Public Sector for CRM and deploy it on a separate installation from the S/4 HANA installation. Use is restricted to the usage of following capabilities of SAP CRM: Application processing, Debt and enforcement management, Benefit and deduction decision making, Enrollment and declaration processing, Case management, Grantor front-office processes, Financial customer care and dispute management

1.30 SAP Tax Compliance for S/4HANA

SAP Tax Compliance for S/4HANA includes the following Runtime Software:

- SAP Lumira Discovery
- SAP BusinessObjects Enterprise limited to five Users per block of Licensed Metric for the Software

1.31 SAP Business Partner Screening for S/4HANA

SAP Business Partner Screening includes the following Runtime Software:

- SAP Lumira Discovery

1.32 SAP S/4HANA for Advanced Variant Configuration, standard

SAP S/4HANA for Advanced Variant Configuration, standard includes rights to configure e.g. sales orders using the SAP Fiori-based advanced configurator for materials using configuration profiles of mode "Advanced Variant Configuration" and create material variants for materials using configuration profiles of mode "Advanced Variant Configuration".

1.33 SAP OpenHub for S/4HANA

For purposes of SAP OpenHub for S/4HANA, "SAP BW" means the SAP Business Warehouse functionality included in SAP S/4HANA Enterprise Management, and does not include other Business Warehouse products such as SAP BW4/HANA. With this license, data may be exported out of SAP BW into non-SAP software applications in an asynchronous, non-real-time manner. Once data is asynchronously extracted to non-SAP software, there are no additional license fees or SAP Named Users required, provided the use of such data does not result in any updates to and/or trigger any processing capabilities of any licensed Software. For the purposes of this Section, "asynchronous extraction" means downloading data in bulk (i.e. not in response to a real-time Named User or system-generated reporting query) for analytical purposes. Notwithstanding anything to the contrary, provided Licensee also has a valid license for SAP S/4HANA Digital Access, humans may Use SAP BW through non-SAP software to export data out of SAP BW in a real time manner without the need to be licensed as a "Named User" or "Users" of SAP S/4HANA Enterprise Management , and (b) non-humans (e.g. bots, sensors, chips, devices, etc.) may Use SAP BW directly or through non-SAP software to export data out of SAP BW in a non-real-time or real time manner without the need to be licensed as "Named User(s)" or "User(s)" of SAP S/4HANA Enterprise Management.

1.34 SAP S/4HANA, supply chain integration add-on for SAP Integrated Business Planning

SAP S/4HANA, supply chain integration add-on for SAP Integrated Business Planning may only be used to facilitate the integration of SAP S/4HANA with other SAP Software.

1.35 SAP S/4HANA Digital Access.

This Package grants (a) humans a license to Use S/4HANA Enterprise Management ("S/4 EM") through Non-SAP Application(s) that is/are directly integrated to S/4 EM without the need to be licensed as a "Named User" and/or "User" of S/4 EM and (b) non-humans (e.g. bots, sensors, chips, devices, etc.) a license to Use S/4 EM directly or through Non-SAP Application(s) that is/are directly integrated to S/4 EM and without the need to be licensed as a "Named User" and/or "User" of S/4 EM (collectively, "Digital Access of S/4 EM"). Solely for purposes of SAP S/4HANA Digital Access:

- S/4 EM shall not include SAP Business Warehouse Software.
- S/4 EM shall include SAP ERP Foundation Starter S/4HANA Compatibility Pack for the period in which Licensee otherwise has the right to Use such Compatibility Pack under this Agreement.
- "Non-SAP Application(s)" means: (a) any technologies for which Licensee has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors (excluding when used solely as a Connectivity App between an SAP Application and S/4 EM); and/or (b) SAP Technology Solutions.

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- "SAP Technology Solution(s)" means SAP NetWeaver Foundation for Third Party Applications, SAP Cloud Platform (excluding when used solely as a Connectivity App between an SAP Application and S/4 EM) and SAP IoT Application Enablement (including any renamed and/or successor versions of any of the foregoing made generally available by SAP (if any)).
- "Connectivity App(s)" means any integration technology whose primary function is to directly connect disparate applications to enable the direct communication and/or management of data between such disparate applications by/through such integrationtechnology.
- "SAP Application(s)" means all Packages (i.e. all Software and Third Party Software) licensed under the Agreement and/or SAP cloud services for which Licensee has a valid subscription, excluding SAP Technology Solutions and all database Packages.

All Digital Access of S/4 EM will be licensed based exclusively upon the number of Documents created annually by such Digital Access of S/4 EM. Documents are unique records (i.e. unique digital line-items/objects) as defined under "Documents for SAP S/4HANA Digital Access" in the metrics section of this SUR. Each Document shall count as one (1) Document, except for Material Documents and Financial Documents which shall each count as two tenths (0.2) of a Document. However, where the automated processing in S/4 EM of a Document from one Document Type results in the subsequent creation in SAP S/4 EM of one or more additional Documents of different Document Type(s), such additional Documents shall not be counted.
Where a Non-SAP Application is connected to S/4 EM via a Connectivity App, such Non-SAP Application is still deemed directly integrated to S/4 EM for purposes of this provision. Any humans and/or non-humans Using S/4 EM through application(s) that is/are integrated to a Non-SAP Application that is directly integrated to S/4 EM do not need to be licensed as a "Named User" and/or "User" of S/4 EM.

1.36 SAP S/4HANA for financial products subledger, banking option

Use of SAP S/4HANA for financial products subledger, banking option is limited to functionality and processes for subledger accounting for financial instruments.

1.37 SAP S/4HANA for financial products subledger, insurance option

Use of SAP S/4HANA for financial products subledger, insurance option, full version, includes the functionality and processes for the subledger accounting for financial instruments and the subledger accounting for insurance contracts. SAP S/4HANA for financial products subledger, insurance option, basic version, includes the functionality and processes for the subledger accounting for insurance contracts only. As part of the processing of insurance contracts, the solution supports processes such as the estimated cash flow preparation, which leverages the software component "SAP Profitability and Performance Management". Usage of this component is limited to the preparing and/or storing of data as an integrated part of the subledger processes.

1.38 SAP Assurance and Compliance Software (ACS) for S/4HANA (included Applications: Business Integrity Screening, Tax Compliance & Audit Management)

Data replication from another source system leveraging a third party database requires a full-use license for that source database. A runtime database license sold by SAP is not sufficient.

S/4HANA Third Party Reselling

1.39 SAP Document Access by OpenText for SAP S/4HANA, SAP Archiving by OpenText for SAP S/4HANA.

Use is defined as access by employees and contractors who directly use the SAP Software components e.g. enterprise scan, business process views, full text search, etc. and/or store or retrieve documents on the OpenText Archive Server. Support for Data archiving and access of archived data as well as support for SAP Information Lifecycle Management is included for the licensed entity as long as the customer has licensed the minimum number of Archiving or Document Access users.

1.40 SAP Document Access by OpenText, limited access option for SAP S/4HANA, SAP Archiving by OpenText, limited access option for SAP S/4HANA, SAP Extended ECM by OpenText, limited access option for SAP S/4HANA.

Each of Licensee's Users are limited to 52 Login Days per year. A "Login Day" means a day with one or more logins to the software by such user.

ERP

2.1 Purchase Order Execution ("POE")

Purchase Order Execution ("POE") is licensed for Use (excluding by employees of Licensee) to create and process Purchase Orders in licensed ERP Software through licensed SAP Cloud Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). Use of POE does not require a Named User license. Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Licensee has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

2.2 Sales and Service Order Execution for B2B and B2C ("SOE B2B/C")

Sales and Service Order Execution for B2B and B2C ("SOE B2B/C") is licensed for Use (excluding by employees of Licensee) to place and process Orders in licensed ERP Software through licensed SAP Cloud Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). Use of SOE B2B/C does not require a Named User license. "Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Licensee has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

2.3 Sales and Service Order Execution for B2C ("SOE B2C")

Sales and Service Order Execution for B2C ("SOE B2C") is licensed for Use by Consumers to place and process Orders in licensed ERP Software through licensed SAP Cloud Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). Use of SOE B2C does not require a Named User license. "Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Licensee has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

2.4 SAP Digital Access.

This Package grants (a) humans a license to Use SAP ERP ("ERP") through Non-SAP Application(s) that is/are directly integrated to ERP without the need to be licensed as a "Named User" of ERP and (b) non-humans (e.g. bots, sensors, chips, devices, etc.) a license to Use ERP directly or through Non-SAP Application(s) that is/are directly integrated to ERP and without the need to be licensed as a "Named User" of ERP (collectively, "Digital Access of ERP"). Solely for purposes of SAP Digital Access:

- ERP shall not include SAP Business Warehouse Software.
- "Non-SAP Application(s)" means: (a) any technologies for which Licensee has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors (excluding when used solely as a Connectivity App between an SAP Application and ERP); and/or (b) SAP Technology Solutions.
- "SAP Technology Solution(s)" means SAP NetWeaver Foundation for Third Party Applications, SAP Cloud Platform (excluding when used solely as a Connectivity App between an SAP Application and ERP) and SAP IoT Application Enablement (including any renamed and/or successor versions of any of the foregoing made generally available by SAP (if any)).
- "Connectivity App(s)" means any integration technology whose primary function is to directly connect disparate applications to enable the direct communication and/or management of data between such disparate applications by/through such integration technology.
- "SAP Application(s)" means all Packages (i.e. all Software and Third Party Software) licensed under the Agreement and/or SAP cloud services for which Licensee has a valid subscription, excluding SAP Technology Solutions and all database Packages.

All Digital Access of ERP will be licensed based exclusively upon the number of Documents created annually by such Digital Access of ERP. Documents are unique records (i.e. unique digital line-items/objects) as defined under “Documents for SAP Digital Access” in the metrics section of this SUR. Each Document shall count as one (1) Document, except for Material Documents and Financial Documents which shall each count as two tenths (0.2) of a Document. However, where the automated processing in ERP of a Document from one Document Type results in the subsequent creation in ERP of one or more additional Documents of different Document Type(s), such additional Documents shall not be counted.
Where a Non-SAP Application is connected to ERP via a Connectivity App, such Non-SAP Application is still deemed directly integrated to ERP for purposes of this provision. Any humans and/or non-humans Using ERP through application(s) that is/are integrated to a Non-SAP Application that is directly integrated to ERP do not need to be licensed as a “Named User” of ERP.

2.5 SAP Enterprise Risk and Compliance Management, risk management and Bank Communication Management

SAP Enterprise Risk and Compliance Management, risk management Software may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement.

2.6 SAP Treasury and Risk Management

Use of SAP Treasury and Risk Management is limited to a maximum of a hundred (100) active, investment-related security classes in the securities area*. In case a larger number of security classes are required, the Industry Package SAP Financial Asset Management for Insurance have to be licensed.

* In the SAP system each security (e.g. stocks) is a class. The class data includes all the structure characteristics of a security. Since the creation of transactions and the management of positions in the transaction manager are based on product types, each class needs to be assigned to a product type.

2.7 SAP (EHS Management, Environment, Health and Safety; SAP EHS Management, Product Safety; SAP EHS Management, Product and REACH compliance.)

SAP only warrants the functional scope of the aforementioned products. However, SAP does not warrant or guarantee regulatory compliance of these products. Implementation of these products in accordance with regulatory compliance requirements is within the responsibility of Licensee.

SAP provides publicly available information to support business processes of calculations and reporting, herein called content, within the EHS Management, Environment, Health, and Safety software product. SAP does not warrant the accuracy of this content or that licensee will obtain any specific results from the use of the content. SAP only warrants that SAP has used reasonable business care in collecting and compiling the content.

2.8 SAP EHS Management, Environment, Health and Safety

Individuals who utilize the incident management functionality of SAP EHS Management, Environment, Health and Safety solely to enter data for initial incident reporting and to provde data for incident investigations do not require a Named User license. Such data entry may occur asynchronously (off-line) via the Adobe Interactive Form tool, synchronously (on-line) by direct interaction with the SAP system, or via mobile devices. This exception applies only to incident management data entry use, and does not apply to any other uses of the incident management functionality or any other functionality of SAP EHS Management including incident processing, investigation, and performance and regulatory reporting. SAP EHS Management, , environment, health, and safety does not include rights to SAP EHS Management, Product Safety and SAP EHS Management, Product REACH and Compliance.

The SAP EHS Management, Environment, Health and Safety may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement. The SAP EHS Management, Environment, Health and Safety includes mobile platform functionality.

2.9 SAP Quality Issue Management

Individuals who Use SAP Quality Issue Management solely to enter data for initial incident reporting and to provide data for incident investigations (open and close incidents) do not require Named User licenses. Such data entry may occur asynchronously (off-line) via the Adobe Interactive Form tool, synchronously (on-line) by direct interaction with the SAP system, or via mobile devices. This exception applies only to incident management data entry use, and does not apply to any other uses of the incident management functionality or any other functionality of SAP Quality Issue Management.

2.10 SAP Management of Change

A named user license is not required for employees, contractors, and business partner users that interact with SAP Management of Change solely to create a change request. This exception applies only change request creation, and does not apply to the use of any other functionality of SAP Management of Change including approvals.

Line Of Business

2.11 Track & Trace and Extended Warehouse Management

Business Partners of Licensee accessing Track & Trace and Extended Warehouse Management solutions solely to view the tracking status and report event messages do not require a SAP Named User license.

2.12 SAP Transportation Management/SAP Transportation Management for T&L

External users provide or view information to SAP Transportation Management/SAP Transportation Management for T&L as part of the planning, execution or settlement of freight within SAP TM. External users include customers, vendors, employees of business partners or drivers employed by the licensee. External users do not require a SAP Named User License. This includes any user necessary for SAP Gateway access.

2.13 SAP Manufacturing Execution (ME)

SAP Manufacturing Execution (ME) includes SAP Manufacturing Integration and Intelligence (MII) as Runtime Software solely for use in integrating ME to Licensee's SAP system.

2.14 SAP Customer Engagement and Commerce (CEC)

Use of the following CEC Packages does not require a Named User license:

- SAP CRM Sales
- SAP CRM Service
- SAP CRM Marketing
- SAP CRM Loyalty Management
- SAP Sales and Service Order Execution for B2C
- SAP Sales and Service Order Execution for B2B & B2C
- SAP Contact Center
- SAP Trade Promotion Planning and Management
- SAP Advanced Analytics for Trade Management
- SAP Customer Business Planning
- SAP Configure, Price and Quote for product configuration
- SAP Configure, Price and Quote for solution sales configuration
- Desktop Connetcion for SAP CRM – enterprise edition

Use of the following SAP Billing related Packages does not require a Named User license:

- SAP Billing
- SAP Billing, charging
- SAP Billing, invoicing
- SAP Billing, customer financials

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- SAP Billing, flexible solution billing
- SAP Billing, mediation by DigitalRoute

Use of the following SAP Packages does not require a Named User license:

- SAP Digital Documents by OpenText, first 200 units
- SAP Digital Asset Management by OpenText

- SAP Digital Asset Management by OpenText, limited access option

2.15 SAP CRM Sales; SAP CRM Service; SAP CRM Marketing

Use of SAP CRM Sales, SAP CRM Service and SAP CRM Marketing packages is limited to Licensee and its affiliates/subsidiaries.

2.16 SAP CRM Sales, Limited Access; SAP CRM Service, Limited Access; SAP CRM Marketing, Limited Access

Licensing of SAP CRM Sales, Limited Access; SAP CRM Service, Limited Access; or SAP CRM Marketing, Limited Access allows Licensee's Business Partners to access the SAP CRM Sales; SAP CRM Service; or SAP CRM Marketing package respectively, in accordance with the terms of the Agreement.

2.17 SAP Billing, charging; SAP Billing

If SAP Billing, charging and SAP Billing Software included in the referenced products is Used for, or in support of, billing or revenue share calculation for pre-paid telecommunications products, services or systems in the Restricted Countries or to remotely support prepaid telecommunication systems in the Restricted Countries then Licensee shall be obliged to obtain a license from Freedom Wireless permitting such Use. The Restricted Countries are Australia, Brazil, Canada, China, Israel, Japan, South Korea, Mexico and the United States. Failure to obtain a license from Freedom Wireless permitting such use shall void and release SAP from all related warranties, including without limitation any warranties and/or indemnities with respect to non-infringement of intellectual property rights to the fullest extent provided by applicable law.

2.18 SAP Enterprise Product Engineering Package

Use of collaborative product development and product structure synchronization functionality is limited to product development functionality. Use of SAP 3D Visual Enterprise Generator is limited to 1 core of usage. Any Use in excess of the foregoing will require licensing of the full use version of SAP 3D Visual Enterprise Generator

2.19 SAP Enterprise Product Formulation Package

Use of collaborative product development and product structure synchronization functionality is limited to recipe development functionality.

2.20 SAP Yard Logistics

SAP Yard Logistics includes Runtime Software of SAP's Extended Warehouse Management (EWM). Use of SAP Extended Warehouse Management excludes Use of processes based on inbound or outbound deliveries, material flow system related functionality, as well as stock- keeping processes (other than Transportation Unit and Yard related processes).

2.21 SAP ERP, supply chain integration add-on for SAP Integrated Business Planning

SAP ERP, supply chain integration add-on for SAP Integrated Business Planning may only be used to facilitate the integration of ERP with other SAP Software.

2.22 SAP Extended Sourcing and SAP Contracts Lifecycle Management

SAP Extended Sourcing and SAP Contracts Lifecycle Management includes the following Runtime Software: SAP BusinessObjects Enterprise, to be used only in conjunction with SAP Extended Sourcing and SAP Contracts Lifecycle Management.

2.23 SAP Portfolio and Project Management, standard

Use of SAP Portfolio and Project Management, standard includes right to view project and portfolio information, use analytical capabilities, approve projects, phases and decision points, fill out questionnaires, provide input for financial and capacity planning, view and confirm assigned tasks and report project efforts.

2.24 SAP Visual Enterprise

*SAP 3D Visual Enterprise Generator, SAP 3D Visual Enterprise View Edition Generator and Optional Add-Ons***.** The SAP Visual Enterprise Software (f/k/a Right Hemisphere) licensed hereunder may include certain third party open source and/or other free download components (collectively, the "Free Download Components"). Please refer to http://www.righthemisphere.com/oslicenses.html for certain notices relating to the Free Download Components. Notwithstanding anything to the contrary, an individual accessing any licensed SAP Visual Enterprise Software solely to view output files therefrom shall not be required to hold an SAP Named User license. SAP Visual Enterprise Viewer software is made available to Licensees of licensed Visual Enterprise Generator, Visual Enterprise Access and/or Visual Enterprise Author software at no additional license fee.

2.25 SAP Contact Center

SAP Contact Center includes the following Runtime Software: SAP BusinessObjects Web Intelligence and SAP Lumira Server which excludes the following rights:

i. Creation of a new Lumira document using Lumira Server
ii. Modification of existing Lumira documents using Lumira Server

2.26 SAP Commercial Project Management

SAP Commercial Project Management includes runtime functionality of planning application kit, SAP Lumira Designer and SAP Lumira Server.

2.27 SAP Commercial Project Management, option for cost and revenue planning

includes a runtime license to SAP Lumira Designer and SAP Lumira Server.

2.28 SAP ERP Limited Runtime

SAP ERP Limited Runtime may only be Used to the extent necessary to operate other Software licensed by Licensee under the Agreement, provided SAP Documentation indicates such other Software technically requires the functions of SAP ERP in order to operate such other Software. Use of SAP ERP Limited Runtime does not require a Named User license. SAP ERP Limited Runtime is only available to S/4HANA Software licensees.

Industry Portfolio

3.1 SAP Upstream Operations Management for Oil & Gas.

Use of the Runtime Software SAP Manufacturing Integration and Intelligence is restricted to upstream production, scheduling, allocation, and maintenance only.

3.2 SAP Secondary Distribution Management for Oil & Gas.

The license for "SAP Secondary Distribution Management for Oil & Gas" includes a license of the industry package "SAP Hydrocarbon Management for Oil & Gas" for up to 50,000 BOEPD sold.

3.3 SAP Military Data Exchange.

SAP Military Data Exchange is not available for all countries, for details please see contact information at www.sap.com/defense-security

3.4 SAP Tax, Benefits, and Payment Processing for Public Sector

SAP Tax, benefits, and Payment processing for Public sector includes any user necessary for SAP Gateway access.

A Named User License for Tax, Benefits, and Payment Processing for Public Sector is not needed for external users representing the contact (e. g. taxpayer or tax accountants on behalf of the taxpayer accessing the system for online filing and payments), unless they are working on behalf of the licensee (e. g. a job assessor...)

3.5 SAP Multichannel Foundation for Utilities

The SAP Multichannel Foundation for Utilities includes mobile platform functionality for use with the Package and for customers' extensions and enhancements to SAP Multichannel Foundation for Utilities.It is mandatory to have all online users represented in the Multichannel user management module. If the customer is using or plans to use a third party user management application, the customer needs to interface/replicate the online users to the Multichannel user management module.
The SAP Multichannel Foundation for Utilities includes any user necessary for SAP Gateway access.

3.6 SAP Regulatory Report by iBS, Accounts;SAP Regulatory Report by iBS, Derivatives; SAP Regulatory Report by iBS, P/C/S Cashflow; SAP Regulatory Report by iBS, Retail Cashflow.

Licensed iBS software may only be Used to support Licensee's German, Austrian and/or Swiss business operations.

3.7 SAP Business Integrity Screening

The Software includes the following Runtime Software: (i) SAP Lumira Discovery and (ii) read-only access to Automated Predictive Libraries (APL) and Predictive Analytics Integrator (PAI). When the Software is used with Limited HANA Runtime, HANA Studio and Web IDE may be used for application specific data modeling, including, but not limited to, table creation and extensions.

3.8 SAP Medical Research Insights

The software gives instant access to information from multiple sources and allows visualizing and analyzing complex data sets in real-time. The software is not intended to be used for diagnostic or therapeutic purposes. In particular and without limitation, the software is not intended to be used for (i) final selection of patients for a clinical study, or (ii) the detection, prevention, surveillance, treatment or relief of diseases, (iii) the detection, surveillance, treatment, relief or compensation of injuries and handicaps, or (iv) the examination, substitution or change of the anatomical structure or a physiological process of a human being.

3.9 Cerner i.s.h.med User; Cerner i.s.h.med from SAP, basic medical record bundle; Cerner i.s.h.med from SAP, advanced medical record bundle; Cerner i.s.h.med from SAP, tasks and pathways bundle; Cerner i.s.h.med from SAP, specialty surgery bundle; Cerner i.s.h.med from SAP, specialty radiology bundle; Cerner i.s.h.med from SAP, mobile access bundle

The software may not be deployed in, or used or accessed by any individuals located in: Afghanistan, Albania, Algeria, Monaco, South Sudan, Sweden, or the United States of America.

3.10 SAP Budgeting and Planning for Public Sector

SAP Budgeting and Planning for Public Sector includes the following Runtime Software: SAP Business Planning and Consolidation, version for SAP NetWeaver (planning only).

3.11 SAP Investigation Management for Public Sector

SAP Investigation Management for Public Sector includes the following Runtime Software: SAP BusinessObjects Enterprise.

3.12 SAP Knowledge Accelerator Bundle for ERP

SAP Knowledge Acceleration Bundle for ERP may be used to meet Licensee's employee training needs and may not be used by or on behalf of any third party. Notwithstanding any other provision of the Training Schedule, User license metrics of Knowledge Acceleration may not be transferred to other individuals, even if the original user is no longer permitted access to Knowledge Acceleration. If an individual is no longer employed by Licensee, Licensee may transfer such individual's User license count to another user

3.13 SAP Mobile Inclusive Banking, SAP Omnichannel Banking, digital commercial option, SAP Omnichannel Banking, digital retail option

The referenced Mobile Apps includes mobile platform functionality for use with the Mobile Apps.

3.14 SAP Big Data Margin Assurance

SAP Big Data Margin Assurance includes the following Runtime Software: read-only access to: (i) Automated Predictive Libraries (APL); and (ii) Predictive Analytics Integrator (PAI).

3.15 Credit card management

Credit card management includes the following Runtime Software: Transactional Banking, Retail Banking; SAP Payment Engine, all to be used only in conjunction with credit card management.

3.16 SAP Predictive Maintenance and Service, add on for utilities

The SAP Predictive Maintenance and Service, add on for utilities is not designed to process personal data.

Third Party Reselling

4.1 SAP LoadRunner by Micro Focus ("LR")

Licensee's Use of the LR software is limited solely to testing or monitoring pre-production SAP Software (including any and all software required to operate the particular SAP Software, further including the SAP Software's associated operating systems, databases, application servers, etc) only in quality assurance and similar non-production environments, and may only be Used on a single server.

4.2 SAP Document Access by OpenText ("DA"), SAP Archiving by OpenText ("Archiving")

Use is defined as access by employees and contractors who use the SAP Software components e.g. enterprise scan, business process views, full text search, etc. and/or store or retrieve documents on the OpenText Archive Server. Support for data archiving and access of archived data as well as support for SAP Information Lifecycle Management is included for the licensed entity as long as Licensee has licensed the minimum number of Archiving or SAP Document Access by Open Textusers.

4.3 SAP SucccessFactors Extended Enterprise Management by OpenText

SAP SucccessFactors Extended Enterprise Management by OpenText solution is limited for use in the context of SAP SuccessFactors and HR scenarios/employee related-documents

4.4 SAP Extended ECM for Government by OpenText, SAP Extended ECM for Government by OpenText, limited access option ("xECM for Government")

xECM for Government is limited to use by government entities. For this purpose, 'government' means the governing body of a political unit such as a nation, state or community. It is the body that establishes or administers laws or regulations and exercises the political direction and control of the affairs of the political unit. It excludes any organization that provides goods or services that are offered by the private sector in any western democratic country, such as utilities, banks, mining, and also excludes any quasi-governmental or quasi-public corporations or entities. xECM for Government contains a limited use license of SAP Document Presentment by OpenText ("DP"), SAP Document Presentment by OpenText, add on for business correspondence ("DP add-on"), and SAP OCR functionality that must only be used in conjunction with the xECM for Government solution. Broader usage of these components requires separate additional licensing. DP and DP add-on are limited to one hundred thousand (100,000) transactions per year. The OCR functionality is an optional component that is compatible only with Microsoft SQL Server Database, and is limited to one million (1,000,000) pages per year. When Licensee licenses Software for internal users according to this metric, the license includes the right for individuals/citizens external to the Licensee's organization (i.e. other than employee, contract worker and outsourcer), to upload or download content/documents that are stored by the OpenText Solution, but such use is restricted to use directly related to the governmental use authorized above. Use in any other capacity by individuals/citizens external to the Licensee's organization is prohibited.

4.5 SAP Document Access by OpenText, Limited Access option, SAP Archiving by OpenText, Limited Access option, SAP Extended ECM by OpenText, Limited Access option, SAP Extended ECM for Government by OpenText, Limited Access

option

Each of Licensee's Users are limited to 52 Login Days per year. A "Login Day" means a day with one or more logins to the software by such user.

4.6 OCR option for SAP Invoice Management by OpenText ("OCR")

An individual licensed to Use OCR must also be licensed for SAP Invoice Management by OpentText or SAP Invoice Management by Opentext for SAP S/4HANA ("IM"). The OCR is an optional component and there must be at least as many IM licenses as OCR licenses but there can be more IM licenses than OCR license.

4.7 SAP Dispatching & Planning – Long Term Planning by Prologa; SAP Dispatching & Planning – Operational Planning by Prologa; SAP Legal Requirements by Prologa

An individual licensed to Use any Prologa must be licensed (under separate Order Form to the Agreement) as an SAP Business Expert, Professional or Limited Professional User.

4.8 SAP Mobile Order Management by PROLOGA

A Named User license is not required if the access to the backend system is handled through the component SAP Mobile Order Management by PROLOGA. In all other cases an SAP Named User is required.

4.9 BSI U.S. Payroll Tax Processing

The BSI software is licensed for Use in conjunction with the payroll functionality contained in the SAP Payroll Software, which must be separately licensed. In addition, the license for the BSI software is limited for Use on a single Platform at a time (with the exception of a Platform migration period as BSI may allow). For purposes herein, the term "Platform" shall mean a single BSI Supported Configuration of the following: a single database, single server, single client software, and single operating system. For purposes herein, "BSI Supported Configuration" shall mean a configuration for which BSI makes support available for SAP Licensees of the BSI software. The BSI software license does not include a license to use any third party database, server, client software, or operating system. If Licensee wishes to change the Platform: (i) Licensee shall provide SAP written notice of the same and complete a Platform Change form (in a format acceptable to BSI); and (ii) SAP shall allow such change to the extent and under the conditions BSI generally makes available to SAP, including without limitation Licensee's payment of any platform change fees that apply. Special maintenance agreement required.

4.10 SAP Digital Content Processing by OpenText

The OCR functionality is an optional component that is compatible only with Microsoft SQL Server Database.

4.11 SAP Enterprise Asset Management, S/4HANA add-on for MRO by HCL, base package

SAP Enterprise Asset Management, S/4HANA add-on for MRO by HCL, base package includes 100 professional and 400 standard users.

SAP NetWeaver

5.1 General terms applicable to use of SAP Netweaver

Adapters are only available with a SAP NetWeaver PI license and are licensed for a defined release of a backend system or protocol. Maintenance for adapters covers the support of connectivity to a backend system or compliance to a protocol specification at that given release at the time of licensing. It is within SAP's sole discretion to extend the use rights of an adapter (either partly or fully) to a higher release of the respective backend system or protocol. This applies to change of version of protocols as well.

Provided Licensee has licensed an SAP software component based on SAP NetWeaver, Licensee shall have rights to SAP Fiori and SAP Screen Personas. SAP Fiori and SAP Screen Personas software usage rights are included in the respective SAP NetWeaver Software components to the extent of licensee's licensed use rights for such SAP prerequisite components.

Provided Licensee has licensed an SAP software component based on SAP NetWeaver, Licensee shall have rights to Use the following Runtime Software: SAP Information Lifecycle Management ("ILM"). Use is limited to SAP ILM and ILM Store components only for (i) storing and archiving files to filesystem, Hadoop, HANA, and IQ, (ii) blocking and deleting personal data within a specified time period or at the end of a specified time period. This runtime license excludes use of any other capabilities of SAP Information Lifecycle Management.

SAP NetWeaver Foundation Runtime License. An application-specific runtime license of SAP NetWeaver Foundation is included with all Software Package licenses, provided that SAP NetWeaver is delivered with the software. This runtime license grants the Licensee the right to Use SAP NetWeaver Foundation only with (i) the licensed SAP application (including customization), (ii) Modifications (iii) Add-Ons to the SAP application that do not access the information contained in the database of the SAP applications, and (iv) third party applications that do not access the information contained in the database of the SAP applications . Licensee's Developer Users may Use the tools included in SAP NetWeaver Foundation runtime license only for the development of these Modifications and Add-Ons described above. Licensee's Use of the Planning Application Kit to develop planning applications that leverage in-memory processing of core planning functions requires a separate license for the applicable version of SAP Business Planning and Consolidation.

5.2 SAP NetWeaver OpenHub.

For purposes of SAP Netweaver OpenHub, "SAP BW" means the SAP Business Warehouse functionality included in SAP ERP, and does not include other Business Warehouse products such as SAP BW4/HANA. With this license, data may be exported out of SAP BW into non-SAP software applications in an asynchronous, non-real-time manner. Once data is asynchronously extracted to non-SAP software, there are no additional license fees or SAP Named Users required, provided the use of such data does not result in any updates to and/or trigger any processing capabilities of any licensed Software. For the purposes of this Section, "asynchronous extraction" means downloading data in bulk (i.e. not in response to a real-time Named User or system-generated reporting query) for analytical purposes. Notwithstanding anything to the contrary, provided Licensee also has a valid license for SAP Digital Access, humans may Use SAP BW through non-SAP software to export data out of SAP BW in a real time manner without the need to be licensed as a "Named User" of SAP ERP, and (b) non-humans (e.g. bots, sensors, chips, devices, etc.) may Use SAP BW directly or through non-SAP software to export data out of SAP BW in a non-real-time or real time manner without the need to be licensed as "Named User(s)" of SAP ERP.

5.3 SAP Enterprise Master Data Management

SAP Enterprise MDM includes a runtime license of SAP Data Services.

For all Enterprise Master Data Management scenarios based on SAP NetWeaver Master Data Management products, a SAP Professional Named User license is required for users maintaining MDM data.

Since MDM may be deployed at ERP/ECC and share the same persistency layer it's critical to distinguish active and inactive records. The license only assumes charging for the former and the latter may come in a few flavors:

- If an object is marked for deletion in ERP/ECC before MDM is deployed then it is considered inactive and not counted for the license blocks.
- If an object is marked for deletion in ERP/ECC after MDM is deployed then it is considered active and counted for the license blocks.
- If a customer developed a custom solution for the "other" domain and loads some data to MDM then prior to loading the customer should create a definition of inactive records and specify what field(s) mark such records. The marked for deletion objects are not counted for the license blocks. If there is no such a definition then all the objects are considered active.
- If an object is physically deleted from MDM or archived then it is not counted for the license blocks.

5.4 SAP Identity Management

SAP Identity Management may be used by Licensee to integrate Licensee's SAP applications as part of an application-specific runtime license of SAP NetWeaver Foundation. Licensee is allowed to use SAP Lumira Discovery Runtime Software.

5.5 SAP Process Orchestration, Edge edition, premier option

SAP Process Orchestration, Edge edition, premier option includes the rights to use SAP Process Orchestration and SAP Data Integrator, Edge edition. Each one (1) Core license of SAP Process Orchestration, Edge edition, premier option includes the rights to one (1) Concurrent Session of SAP PowerDesigner EnterpriseArchitect, fifty (50) Users of SAP Single Sign-On and fifty (50) Users of SAP Identity Management. The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software

included in SAP Process Orchestration, Edge edition, premier option may be installed and Used, excluding SAP Sybase PowerDesigner EnterpriseArchitect, SAP Single Sign-On, and SAP Identity Management which do not count against total Cores. The Use of SAP Process Orchestration, Edge edition, premier option is limited to a maximum of eight (8) Cores.

5.6 SAP Process Orchestration, Edge edition, standard option

SAP Process Orchestration, Edge edition, standard option includes the rights to use SAP Process Orchestration. Each one (1) Core license of SAP Process Orchestration, Edge edition, standard option includes the rights to one (1) Concurrent Session of SAP PowerDesigner EnterpriseArchitect. The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Process Orchestration, Edge edition, standard option may be installed and Used, excluding SAP PowerDesigner EnterpriseArchitect

which does not count against total Cores. The Use of SAP Process Orchestration, Edge edition, standard option is limited to a maximum of eight
(8) Cores.

5.7 SAP Landscape Management

Licensee acknowledges and agrees that it is Licensee's responsibility to ensure that it has all necessary third party license rights required to clone and/or copy an environment using this software, and Licensee has obtained and will maintain all such license rights necessary to use the functionality described herein, including without limitation the license right to operate the target system landscape after cloning and/or copying. Without limiting the materiality of other provisions of the Agreement, the parties agree that any violation by Licensee of third party license rights in this respect will be a material breach of the Agreement. Licenses for SAP Landscape Management must be assigned to a specific SAP system id, and can only be reassigned to a different system id once in a twelve-month period.

5.8 SAP Enterprise Threat Detection

SAP Enterprise Threat Detection includes a limited runtime license for SAP HANA Streaming Analytics Option.

5.9 SAP Intelligent Business Operations bundle

SAP Intelligent Business Operations bundle includes the rights to use SAP Process Orchestration, SAP HANA Streaming Analytics Option and SAP HANA Operational Process Intelligence Option. Use of SAP HANA Streaming Analytics shall be solely limited to interacting with other Software components included in SAP Intelligent Business Operations bundle. Use of SAP HANA Operational Process Intelligence Option is restricted to (i) data from the included SAP Process Orchestration, and SAP HANA Streaming Analytics Software, and (ii) data from SAP ERP or SAP S/4HANA applications, if licensed separately by the Licensee. Each one (1) Core license of SAP Intelligent Business Operations bundle includes the rights to one (1) Concurrent Session of SAP PowerDesigner EnterpriseArchitect. The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Intelligent Business Operations bundle may be installed and Used, excluding SAP HANA Operational Process Intelligence Option and SAP PowerDesigner EnterpriseArchitect which do not count against total Cores.

5.10 SAP Information Lifecycle Management ("ILM")

ILM includes a restricted runtime license of SAP Landscape Transformation Replication Server ("SLT"). ILM includes a restricted runtime license of 4 cores of SAP IQ Enterprise Edition (including SAP IQ Unstructured Data Analytics Option and SAP IQ Very Large Database Management Option) to be used solely as a data store for ILM.

5.11 Productivity Apps

Productivity Apps are any Licensee owned/licensed application, provided such apps: (a) are only used by an individual to support one or more of the following self service functions on behalf of himself or herself (predefined reports, travel planning, expense reporting, procurement, room reservation, employee time, employee attendance, employee records maintenance, employee directory, employee benefits, employee appraisals, employee talent and skills profiles) (the "Self Service Functions"); and (b) any interfacing of such apps with the Software and/or Third party Software licensed under the Software Contract is limited to the extent necessary to support the Self Service Functions. Important Notice: The Use of Productivity Apps may require licenses for NetWeaver Foundation for Third Party Applications. A Direct access to a database (including but not limited to Oracle and/or Microsoft databases) or the information contained therein may require Full Use licenses for that database. It is Licensee's responsibility to secure all appropriate rights from any applicable licensor(s).

5.12 SAP Master Data Governance, Edge edition

SAP Master Data Governance, Edge edition may be Used to govern up to 200,000 master data objects in any combinations of the following domains: Financials, Supplier, Customers, Product, or Consumers.

5.13 SAP NetWeaver OpenHub, Edge edition.

For purposes of SAP Netweaver OpenHub, Edge Edition, "SAP BW" means the SAP Business Warehouse functionality included in SAP ERP, and does not include other Business Warehouse products such as SAP BW4/HANA. With this license, data may be exported out of SAP BW into no more than two non-SAP software applications in an asynchronous, non-real-time manner. Once data is asynchronously extracted to non- SAP software, there are no additional license fees or SAP Named Users required, provided the use of such data does not result in any updates to and/or trigger any processing capabilities of any licensed Software. For the purposes of this Section, "asynchronous extraction" means downloading data in bulk (i.e. not in response to a real-time Named User or system-generated reporting query) for analytical purposes. Notwithstanding anything to the contrary, provided Licensee also has a valid license for SAP Digital Access, humans may Use SAP BW through non-SAP software to export data out of SAP BW in a real time manner without the need to be licensed as a "Named User" of SAP ERP, and (b) non-humans (e.g. bots, sensors, chips, devices, etc.) may Use SAP BW directly or through no more than two non-SAP software to export data out of SAP BW in a non-real-time or real time manner without the need to be licensed as "Named User(s)" of SAP ERP.

5.14 SAP NetWeaver Foundation for Third Party Applications

The SAP NetWeaver Foundation for Third Party Applications license grants the Licensee, in addition to the SAP NetWeaver Foundation runtime license, the right to Use the SAP NetWeaver Foundation for Third Party Applications Software with (i) Add-Ons to the SAP application that access the information contained in the database of the SAP applications(*), and (ii) third party applications that access the information contained in the database of the SAP applications.

Important Notices:

Add-Ons and third party applications that solely contain functionality for system administration, monitoring and management do not require a license for SAP NetWeaver Foundation for Third Party Applications.

Access to the information contained in a database (including but not limited to Oracle and/or Microsoft databases) may require Full Use licenses for that database. It is Licensee's responsibility to secure all appropriate rights from any applicable licensor(s).

(*) Licensee's Developer Users may Use the tools included in SAP NetWeaver Foundation for Third Party Applications license for the development of these Add-Ons described above.

Mixing Core-base and user-based license metrics for SAP NetWeaver Foundation for Third Party Applications is not permitted. Licensees must decide the first time they purchase or license SAP NetWeaver Foundation for Third Party Applications which license metric (user-based or Core- based) they will use.

SAP Business Objects

6.1 Non-Productive Use

Licensee may Use the SAP BusinessObjects Software on an unlimited number Non-Productive Installations, provided the number of Users or Concurrent Sessions on any individual Non-Productive Installation does not exceed the total number of licensed Users or

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Concurrent Sessions. Non-Productive Installation means installations such as development, test, and disaster recovery which are not used in a productive manner.

SAP BusinessObjects Business Intelligence Solutions

6.2 SAP BusinessObjects Business Intelligence

(1) SAP BusinessObjects Enterprise (user) and SAP BusinessObjects Enterprise (CS) include one Concurrent Session license of SAP PowerDesigner EnterpriseArchitect and the following Runtime Software:

a) SAP BusinessObjects BI SDK - the use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed without the written consent of SAP.

b) SAP IQ which can be deployed on multiple instances, so long as total number of cores deployed across all instances does not exceed 8 cores
c) Data Integrator (DI) which may be deployed on multiple instances, so long as total number of cores deployed across all instances does not exceed 8 Cores, and the DI instances are not clustered. Use of the Data Integrator runtime (i) does not include Text Data Processing and (ii) may only load data into one target datastore.

(2) SAP BusinessObjects Web Intelligence (user) and SAP BusinessObjects Web Intelligence (CS) include runtime license to use SAP BusinessObjects BI SDK. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed without the written consent of SAP.

For a single Deployment of SAP BusinessObjects BI platform only one edition can be used: either SAP BusinessObjects Enterprise, or SAP BusinessObjects Web Intelligence model .

Limitations for SAP BusinessObjects Enterprise (user) and SAP BusinessObjects Web Intelligence (user): One User can create a maximum of 10 simultaneous sessions.
Limitations for SAP BusinessObjects Enterprise (CS): The following Use rights are not available with the Concurrent Session license.

- Use of Business View Manager, Report Conversion Tool, Universe Design Tool, Web Service Query Tool, Information Design Tool, Translation Management Tool, Data Federation Administration Tool, Central Management Console, and/or Central Configuration Manager
- Use of the Crystal Reports desktop client, and/or Crystal Reports for Enteprise desktop client
- Use of the Web Intelligence Rich Client
- Use of the SAP Lumira desktop client
- Use of the SAP BusinessObjects Design Studio desktop client, SAP BusinessObjects Design Studio runtime for SAP BW, and/or SAP BusinessObjects Design Studio runtime for SAP HANA
- Use of Analysis edition for Microsoft Office with the SAP NetWeaver platform

Limitations for SAP BusinessObjects Web Intelligence (CS): The following Use rights are not available with the Concurrent Session license.

- Use of Business View Manager, Report Conversion Tool, Universe Design Tool, Web Service Query Tool, Information Design Tool, Translation Management Tool, Data Federation Administration Tool, Central Management Console, and/or Central Configuration Manager
- Use of the Web Intelligence Rich Client

Oracle OLAP Data Provider for SAP BusinessObjects BI (OODP). Licensee's license rights for SAP BusinessObjects Enterprise include a runtime license for the OODP. Licensee's Use of the OODP Runtime Software is limited solely to connecting SAP BusinessObjects BI software both directly and indirectly to Oracle OLAP Data. It cannot be used to provide data to non-SAP products or those outside the BI and Predictive Analytics Suite.
SQL Anywhere. Licensee's license rights for SAP BusinessObjects Enterprise include a runtime license for the SQL Anywhere database.

6.3 SAP BusinessObjects Enterprise, public document

Usage of desktop tools are not permitted under this license. Usage of features that modify the structure of the data set including (but not limited to) the Web Intelligence Query Panel, and Lumira Prepare tab are not permitted under this license. This license must be used in a separate Deployment from all other license models. No security can be put on the document – it must be completely public. All public document access in a given deployment must be funneled through the included SAP BusinessObjects Enterprise (user) license.

6.4 SAP BusinessObjects Dashboards

"Connected Presentation" means any SWF file created with SAP BusinessObjects Dashboards that refreshes, or otherwise changes the data contained in such SWF file (or SWF file exported to other supported file formats (e.g., PDF, AIR, PPT)),
Connected Presentations may be used only for users internal business purposes and not pursuant to a commercial sale, rental, or lease of the Connected Presentations (whether alone or in combination with another program or product).

6.5 SAP Predictive Analytics suite

SAP Predictive Analytics suite includes the following Runtime Software: 1 User of Predictive Analytics modeler regardless of number of GB of Database Sizes licensed.

6.6 SAP Predictive Analytics suite, Edge Edition

SAP Predictive Analytics suite, Edge Edition is licensed for Use only with SAP HANA, Edge Edition, advanced version. This edition includes 1 User of SAP Predictive Analytics modeler regardless of number of GB Database Sizes licensed. Use of this edition is limited to: one database and up to 128 GB of Database Size.

6.7 SAP Predictive Analytics modeler

may not connect to SAP HANA as a data source without a license for SAP Predictive Analytics suite.

6.8 SAP Predictive Analytics, application edition

is limited to Use in the context of the approved applications as listed in the product's documentation and for which Licensee has secured an appropriate license.

SAP Enterprise Information Management Solutions

6.9 SAP Enterprise Information Management (EIM) Packages

The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in the EIM packages may be installed and Used. Directories are not included and must be licensed separately.

6.10 SAP Data Services

Data Services includes a restricted runtime license for 4 Core licenses of SAP Information Steward as Runtime Software. Use of such SAP Information Steward Runtime Software is limited to Cleansing Package Builder and the Basic and Advanced Profiling capabilities. These profiling capabilities do not include the ability to write data quality rules and create scorecards in SAP Information Steward.

6.11 SAP Data Services, enterprise edition

SAP PowerDesigner EnterpriseArchitect does not count against total Cores. SAP Data Services, enterprise edition includes ten (10) Concurrent Sessions of SAP PowerDesigner EnterpriseArchitect.

6.12 SAP Data Integrator, premium edition

SAP PowerDesigner EnterpriseArchitect which does not count against total Cores. SAP Data Integrator, premium edition includes five (5) Concurrent Sessions of SAP PowerDesigner EnterpriseArchitect.

SAP Enterprise Performance Management

6.13 Enterprise Performance Management Professional Edition Packages

The Enterprise Performance Management Professional Edition Packages ("EPM Professional Ed.") include the following:

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- SAP Business Planning & Consolidation, version for Microsoft Platform, professional edition
- SAP Business Planning & Consolidation, version for SAP NetWeaver, professional edition

- SAP Business Planning & Consolidationversion for SAP NetWeaver (planning only), professional edition
- SAP Financial Information Management, professional edition
- SAP Financial Consolidation, professional edition
- SAP Profitability and Cost Management, professional edition
- SAP Disclosure Management, professional edition

The Enterprise Performance Management Standard Edition Packages ("EPM Standard Ed.") includes the following:

- SAP Business Planning & Consolidation, version for Microsoft Platform, standard edition
- SAP Business Planning & Consolidation, version for SAP NetWeaver, standard edition
- SAP Business Planning & Consolidation, version for SAP NetWeaver (planning only), standard edition
- SAP Financial Information Management, standard edition
- SAP Financial Consolidation, standard edition
- SAP Profitability and Cost Management, standard edition
- SAP Disclosure Management, standard edition

Data may only be extracted from EPM Standard Ed and EPM Professional Ed packages in the form of static reports (i.e. pdf). Any user viewing the data in a form other than the EPM system UIs or via a static report requires an EPM Professional Ed. or EPM Standard Ed package license. The EPM Standard Ed and EPM Professional Ed include the following Runtime Software: (i) SAP BusinessObjects Business Intelligence Platform which is limited to use of the following: (a) use of the Central Management Server ("CMS") to authenticate and/or authorize users for the applications; (b) use of the Central Management Console ("CMC") to administer user rights and privileges as they pertain to the applications.

6.14 Enterprise Performance Management Standard Edition Packages.

Use is limited to (i) direct input and/or editing of quantitative and qualitative data into the application; (ii) execution of existing reports or creation of reports on existing data structures; (iii) execution of changes to workflow tasks; and (iv) viewing data, except that users accessing the package through an interface are limited to viewing data only. Consolidation functionality is limited to running controls on data submitted by Licensed users. Planning functionality is limited to performing planning tasks only on existing models.

6.15 SAP Financial Consolidation.

Use of SAP BusinessObjects BI Platform included with SAP Financial Consolidation is limited solely to the following features: (a) use of the Central Management Server ("CMS") to authenticate and/or authorize users for the applications listed above; (b) use of the Central Management Console ("CMC") to administer user rights and privileges as they pertain to the application; (c) use of Infoview to navigate and launch Analyzer workspaces.

6.16 SAP Business Planning and Consolidation, version for SAP NetWeaver (planning only)

SAP Business Planning and Consolidation, version for SAP NetWeaver (planning only) only may be used solely for the creation and calculation of budget, plan, or forecast data (forward looking data). The calculation and reporting of the consolidated financial results of a group of companies or for separate financial statement reporting where the application is being used to calculate and report investments at equity, applying generally accepted accounting concepts related to accounting for business combinations and / or equity accounting for investments is not permitted.

6.17 SAP Business Planning and Consolidation, version for SAP BW/4HANA and SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only)

SAP Business Planning and Consolidation, version for SAP BW/4HANA and SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only) include the following Runtime Software:

i. SAP BW/4HANA
ii. (ii) SAP Business Planning and Consolidation, version for SAP NetWeaver which can be deployed only in an SAP S/4HANA deployment.

Data may only be extracted from SAP Business Planning and Consolidation, version for SAP BW/4HANA and SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only) in the form of static reports (i.e. pdf). Any user viewing the data in a form other than the Enterprise Performance Management system UIs or via a static report requires an SAP Business Planning and Consolidation, version for SAP BW/4HANA license or SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only) license.

6.18 SAP Business Planning and Consolidation, version for SAP BW/4HANA, Standard Ed. and SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only), Standard Ed

Use is limited to (i) direct input and/or editing of quantitative and qualitative data into the application; (ii) execution of existing reports or creation of reports on existing data structures; (iii) execution of changes to workflow tasks; and (iv) viewing data, except that users accessing the package through an interface are limited to viewing data only. Consolidation functionality is limited to running controls on data submitted by Licensed users. Planning functionality is limited to performing planning tasks only on existing models.

6.19 SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only)

may be used solely for the creation and calculation of budget, plan, or forecast data. The calculation and reporting of the consolidated financial results of a group of companies or for separate financial statement reporting where the application is being used to calculate and report investments at equity, applying generally accepted accounting concepts related to accounting for business combinations and / or equity accounting for investments is not permitted.

6.20 SAP Financial Information Management, professional edition and SAP Financial Information Management, standard edition

SAP Financial Information Management includes the following Runtime Software: SAP Data Integrator, premium edition. SAP Financial Information Management is to be licensed whenever data integration with third party systems is required.

SAP Governance, Risk and Compliance Solutions.

6.21 SAP Governance, Risk and Compliance Solutions.

The following SAP Governance, Risk and Compliance (GRC) solutions include SAP BusinessObjects Enterpriseas Runtime Software.

- SAP Process Control
- SAP Risk Management
- SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
- SAP Electronic Invoicing f. Brazil (NFE - Inbound)
- SAP Electronic Invoicing f. Brazil (NFE - Outbound)
- SAP Process Control for S/4HANA

- SAP Risk Management for S/4HANA
- SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
- SAP Electronic Invoicing f. Brazil (NFE - Inbound) for S/4HANA
- SAP Electronic Invoicing f. Brazil (NFE - Outbound) for S/4HANA

The following SAP Governance, Risk and Compliance (GRC) solutions include SAP Crystal Reports, SAP BusinessObjects Enterprise as Runtime Software:

- SAP Process Control

- SAP Risk Management
- SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
- SAP Electronic Invoicing f. Brazil (NFE - Inbound)
- SAP Electronic Invoicing f. Brazil (NFE - Outbound)
- SAP Process Control for S/4HANA
- SAP Risk Management for S/4HANA
- SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
- SAP Electronic Invoicing f. Brazil (NFE - Inbound) for S/4HANA
- SAP Electronic Invoicing f. Brazil (NFE - Outbound) for S/4HANA
- SAP Access Control
- SAP Access Control for S/4HANA
- SAP Tax Compliance
- SAP Tax Compliance for SAP S/4HANA

The following SAP Governance, Risk and Compliance (GRC) solutions are limited (regardless of how many blocks of GRC are licensed) to 10 Users of SAP BusinessObjects Enterpriseas Runtime Software.

- SAP Access Control
- SAP Access Control for S/4HANA

The following SAP Governance, Risk and Compliance (GRC) solutions include the following Runtime Software: (i) SAP Lumira Discovery.

- SAP Identity Management

The following SAP Governance, Risk and Compliance (GRC) solutions include Runtime Software of SAP Lumira Server which excludes the following rights: (i) Creation of a new Lumira document using Lumira Server and (ii) Modification of existing Lumira documents using Lumira Server:

- SAP Process Control
- SAP Risk Management
- SAP Process Control for S/4HANA
- SAP Risk Management for S/4HANA
- SAP GTS, Export
- SAP GTS, Import
- SAP GTS, Trade Preferences
- SAP GTS, Bundle
- SAP Electronic Invoicing f. Brazil (NFE - Inbound)
- SAP Electronic Invoicing f. Brazil (NFE - Outbound)
- SAP Audit Management
- SAP Business Integrity Screening
- SAP Business Integrity Screening for S/4HANA
- SAP Electronic Invoicing f. Brazil (NFE - Inbound) for S/4HANA
- SAP Electronic Invoicing f. Brazil (NFE - Outbound) for S/4HANA
- SAP Audit Management for S/4HANA
- SAP GTS, processing trade in China
- SAP Enterprise Risk and Compliance Management

6.22 SAP Tax Compliance, SAP Tax Compliance for S/4HANA

SAP Tax Compliance includes the following Runtime Software:

- SAP Lumira Discovery
- SAP BusinessObjects Enterpriselimited to five Users per block of Licensed Metric for the Software
- read-only access to Automated Predictive Libraries (APL) and Predictive Analytics Integrator (PAI)

6.23 SAP Business Partner Screening, SAP Business Partner Screening for S/4HANA

SAP Business Partner Screening includes the following Runtime Software:

- SAP Lumira Discovery

SAP BusinessObjects solutions for SME

6.24 SAP Data Services, Edge edition and Data Integrator, Edge edition (Edge EIM Solutions)

The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Data Services, Edge edition may be installed and Used. Directories are not included in any of the Edge EIM Solutions and must be licensed separately. Each deployment of any of the Edge EIM Solutions is limited to a single server, with a minimum of 4 Cores and a maximum of 8 Cores.

6.25 SAP Business Planning and Consolidation, Edge edition, version for SAP NetWeaver

The licensing of SAP Business Planning and Consolidation, Edge edition, version for SAP NetWeaver is restricted to 70 users maximum on a maximum deployment of a single application server.

6.26 SAP BusinessObjects BI, Edge edition (BI Edge)

Each deployment of SAP BusinessObjects BI, Edge edition (BI Edge) has maximum limits of 100 named users and 50 Concurrent Sessions on a single server. SAP BusinessObjects BI, Edge edition can be installed on a separate server solely for the purpose of using with SAP Lumira Server. The license includes the following Runtime Software: (i) SAP IQ and (ii) Data Integrator, both of which may be deployed on the same server as the BI Edge platform, or on a separate server up to a maximum of 8 cores in the case of SAP IQ or a maximum of 8 cores in the case of Data Integrator. The license also includes one (1) Concurrent Session license of SAP PowerDesigner DataArchitect, Edge edition.

Use of the Data Integrator runtime may only load data into one target datastore.

Use of SAP IQ Runtime Software is limited to access by and through the BI Edge platform and SAP Predictive Analytics suite.

Certain functions of BI Edge are only supported with a User license metric, not with a Concurrent Session license (refer to “Concurrent Session Limitations” in 6.2.1). The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the

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written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed without the written consent of SAP.

6.27 SAP BW/4HANA

SAP BW/4HANA includes the following Runtime Software: SAP Landscape Transformation, enterprise edition.

SAP Crystal

7.1 Use Rights for All SAP Crystal Products

7.1.1 *Definitions*

7.1.1.1 "SAP Crystal software" is defined to be the following products: SAP Crystal Reports, SAP Crystal Server, SAP Crystal Reports Server, and SAP Crystal Dashboard Design.

7.1.1.2 "Desktop SAP Crystal software" is defined to be all SAP Crystal products except for SAP Crystal Server and SAP Crystal Reports Server.

7.1.1.3 "Connected Presentation" means any SWF file created with SAP Crystal Dashboard Design that refresh, publish, push or otherwise change data contained in such SWF file (or SWF file exported to other supported file formats (e.g., PDF, AIR, PPT)),

7.1.2 *SAP Crystal Software Usage*. Licensee may use SAP Crystal software to deliver training and consulting services for such SAP Crystal software, provided that each individual receiving the benefits of the training or consulting services has acquired a license separately to Use the applicable SAP Crystal Software.

7.1.3 *Desktop SAP Crystal Software Usage*. With the exception of Connected Presentations, and subject to Section 7.2.8, Licensee may distribute the output files (e.g. PDF, SWF, XLF, WID or RPT file format) generated by the Desktop SAP Crystal software to third parties provided that Licensee complies with the following requirements:

(a) the output files reside outside of the Software and do not Use the Software;
(b) Licensee remains solely responsible for support, technical or other assistance, required or requested by anyone receiving such output files;
(c) Licensee does not use the name, logo, or trademark of Licensor, or the Software, without prior written permission from SAP;
(d) Licensee will defend, indemnify and hold SAP harmless against any claims or liabilities arising out of the use, reproduction or distribution of output files;
(e) Licensee shall secure the end user's ("End User") consent to terms substantially similar to the terms set forth in Section 7.2.7(e).

7.1.4 *Training Workstation License for Desktop SAP Crystal software*. When Desktop SAP Crystal software is used on a workstation that is used exclusively for training, the license applies to the workstation and not the named user using the Software. One license is required per training workstation.

7.1.5 *Use of Screenshots and wordmarks for SAP Crystal software*. Licensee may reproduce and distribute screen shots and wordmarks for SAP Crystal software in documents or media provided that:

a) The document or media isn't for commercial trainingmaterial or third party training material and/or for-profit training material.
b) Licensee's Use may not be obscene or pornographic, and Licensee may not be disparaging, defamatory, or libelous to SAP, any of its software, or any other person or entity.
c) Licensee's Use may not directly or indirectly imply SAP sponsorship, affiliation, or endorsement of Licensee's product or service.
d) Licensee may not Use the screen shot in a comparative advertisement
e) Licensee may not alter the screen shot in any way except to resize or crop the screenshot.
f) Licensee may not include portions of a screen shot in other product user interface.
g) Licensee may not Use screen shots that contain third-party content unless Licensee has obtained the express permission from the third- party.
h) Licensee must include the following copyright attribution statement: "SAP product screen shot(s) reprinted with permission from SAP."
i) If Licensee's Use includes references to a SAP Software, Licensee must use the full name of theSoftware.
j) Licensee may not use a screen shot that contains an image of an identifiable individual unless Licensee has obtained permission from the individual.

7.2 SAP Crystal Reports runtime product

7.2.1 *Scope*. This section applies to the runtime product included in SAP Crystal Reports 2008, Crystal Reports XI, SAP Crystal Reports for Visual Studio 2010, and SAP Crystal Reports for Eclipse.

7.2.2 *Definitions*

7.2.2.1 "*Client Application*" means an application developed by Licensee that a) utilizes the Runtime Product, b) is installed fully on an end user's machine, with all report processing local to that machine, and c) adds significant and primary functionality to the Runtime Product.

7.2.2.2 "*Internal Installation*" or "*Internally Install*" means installing into production Client Applications and/or Server Applications on one or more computers within Licensee's company or organization only in connection with Licensee's internal business purposes.

7.2.2.3 "*Distribution*" or "*Distribute*" means selling, leasing, licensing or redistributing Client Applications and/or Server Applications to third party end users external to Licensee's company or organization.

7.2.2.4 "*Runtime Product*" means the version specific files and application program interfaces (APIs) specified in the RUNTIME.TXT file provided with SAP Crystal Reports 2008, SAP Crystal Reports for Eclipse 2.0, and SAP Crystal Reports for Visual Studio 2010.

7.2.2.5 "*Server Application*" means an application developed by Licensee that a) utilizes the Runtime Product, b) allows more than one user to Use the Runtime Product through any middle tier application(s), and c) adds significant and primary functionality to the Runtime Product. A Client Application installed in a Windows terminal server environment (e.g. Citrix or Microsoft Remote Desktop Platform) is a Server Application.

7.2.3 *Usage*. Licensee may install and Use a single copy of the Runtime Product to develop Client Applications and Server Applications. The Distribution and Internal Installation terms and conditions differ based on the type of applications Licensee develops, as described in the following sections.

7.2.4 *Internal Installation of Client Applications and Server Applications*. Licensor grants Licensee a personal, nonexclusive, limited license to Internally Install the Runtime Product with Client Applications and Server Applications.

7.2.5 *Distribution of Client Applications*. Subject to Licensee's compliance with all of the terms herein, including without limitation section 7.2.7, Licensor grants Licensee a personal, nonexclusive, limited license to Distribute Client Applications.

7.2.6 *Distribution of Server Applications*. Subject to Licensee's compliance with all of the terms herein, including without limitation section 7.2.7, Licensor grants Licensee a personal, nonexclusive limited license to Distribute Server Applications to third parties provided that the Licensee has acquired a licensed copy of Crystal Reports for each Deployment of a Server Application that is Distributed, and the version of the Runtime Product utilized by such Server Application is the same version as Licensee's licensed copy of Crystal Reports.

7.2.7 *Runtime Product Distribution Requirements*.

If Licensee distributes the Runtime Product to third parties pursuant to sections 7.2.5 or 7.2.6, Licensee shall comply with the following requirements:

(a) Licensee remains solely responsible for support, service, upgrades, and technical or other assistance, required or requested by anyone receiving such Runtime Product copies or sample applications;
(b) Licensee does not use the name, logo, or trademark of Licensor, or the Software, without prior written permission from SAP;
(c) Licensee will defend, indemnify and hold SAP harmless against any claims or liabilities arising out of the use, reproduction or distribution of Runtime Product or the associated application;
(d) Licensee shall not distribute the Runtime Product with any general-purpose report writing, data analysis or report delivery product or any other product that performs the same or similar functions as SAP's product offerings; and
(e) Licensee shall secure the end user's ("End User") consent to terms substantially similar to the following:

End User agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;
End User agrees not to distribute the Runtime Product to any third party or use the Runtime Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties;
End User agrees not to use the Runtime Product to create for distribution a product that is generally competitive with SAP's product offerings; End User agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SAP;

7.2.8 SAP AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. SAP AND ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, COVER OR OTHER DAMAGES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE APPLICATION OR RUNTIME PRODUCT.

7.3 SAP Crystal Server

7.3.1 *Scope*. This section applies to SAP Crystal Reports Server and SAP Crystal Server. Throughout this section, the term 'SAP Crystal Server' shall be defined to include both products.

7.3.2 *Usage*. SAP Crystal Reports which contain SWF files created by SAP Crystal Dashboard Design that access data exclusively with the Crystal Reports connector can be viewed by users with either User or CAL licenses. Licensee may use SAP Crystal Server's mobile features or functionalities.

7.3.3 *Restrictions*. For each Deployment, SAP Crystal Server may be installed and Used only on a single Server. Licensee may not attempt to cluster the system across multiple live Servers. Licensee cannot use SAP Crystal Server to access data in SAP applications with the exception of SAP Business One.

The following content can only be viewed using User licenses:

- SAP Crystal Reports
- SAP Crystal Dashboard Design (SAP Crystal Server 2016 and later only)
- SAP BusinessObjects Explorer (SAP Crystal Server 2011 and later only) The

following content can only be viewed using CSBL licenses:

- SAP Crystal Reports
- SAP Crystal Dashboard Design (SAP Crystal Server 2016 and later only)
- SAP BusinessObjects Explorer (SAP Crystal Server 2016 and later only) The

following integration kits are not licensed for Use with SAP Crystal Server:

- SAP BusinessObjects Integration for PeopleSoft Enterprise
- SAP BusinessObjects Integration for JDE EnterpriseOne
- SAP BusinessObjects Integration for Siebel
- SAP BusinessObjects Integration for Oracle E-Business Suite
- SAP BusinessObjects Integration for SAP

The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed without the written consent of SAP.

7.4 SAP Crystal Reports Server OEM Embedded

7.4.1 SAP Crystal Reports Server OEM Embedded ("CRSE") may only be installed and used on a single Server whether the Software is licensed on a User or Server basis. Licensee may not attempt to cluster the system across multiple live Servers. Licensee cannot use CRSE to access data in SAP applications.

Supplementary
Products Directories.

8.1 Additional license conditions

Following are additional license conditions for content/reference data (address data, geo data etc...) provided in Data Quality and Data Services products ("Directories")

- Directories, any related documentation and any intellectual property rights therein at all times remain the property of SAP and its third party suppliers (as the case may be);
- Licensees are not permitted to resell the data. Directories shall not be used within a service bureau environment. In selected cases, the use by an affiliate will require a separate license (see all specific directory restrictions in the "Pass Through Terms for Directories" attached hereto as Exhibit 5 which constitute a part of the terms and conditions of Licensee's use of such Directories).
- Directories may only be used together with the SAP Data Quality and/or Data Services Products; a perpetual license for the SAP Data Quality and Data Services Products is a prerequisite for using Directories;
- Directories may not be used for creating a mailing list, database or other derivative work, but may be used to cleanse an existing mailing list or database of an End User;
- Directories will be updated from time to time: only the current version of an Directory may be used;
- SAP may use a software utility mechanism in Directories that imposes time limitations to prevent the use of outdated Directories;
- SAP's third party suppliers shall have no liability to End User or any third party as a result of End User's use of the Directories or any services you receive related to the use of the Directories;
- Content updates will not be provided by SAP hereunder, except to the extent the Directories' third party supplier(s) makes content updates available to SAP. In no case shall any SAP maintenance or support be provided for the Directories licensed herein.
- A third-party supplier for Directories may elect to terminate SAP's right to distribute Directories or to provide updates during the term of your subscription, in which case Licensee's sole remedy will be to receive a refund of fees for the portion of the subscription for which Licensee is unable to use such Directories, unless otherwise stated in the Pass-Through Terms.

8.2 Licensing Information

- Directories are sold on a subscription model basis, therefore no annual maintenance fee is to be charged and, except to the extent the Directories content source makes content updates available to SAP, no SAP maintenance or support is provided for these products.
- Subscription fees may include charges from domestic or international postal authorities or other data providers.
- The Initial Term of this shall be 12 (twelve) calendar months from the Effective Date of the "Initial Term".
- Automatic renewals occur on an annual basis, subject to availability of the licensed Directory on the current SAP List of Prices and Conditions, and will be processed and invoiced according to the then current pricing and terms. After the Initial Term, this subscription license may be terminated by either party with 90 days written notice prior to the start of the following Renewal Term. Any termination must be in writing to

the affected party and will be effective at the end of the then-current Initial/Renewal Term during which the termination notice is received by SAP.

8.3 Limitation of liability

In no event shall SAP's total liability for damages of any kind or nature in any way arising from or related to the licensed Directories exceed an amount equal to the annual Subscription Fee paid in the twelve (12) month period prior to the date of the claim.

Database and Techology Portfolio Products (Excluding HANA)

9.1 Earlier Versions

Product versions marked as "Earlier Versions" on SAP Service Marketplace may only be downloaded and/or used by Licensees who are or previously were Sybase customers and who have or previously had licensed the particular earlier version of software that they wish to download and/or use.

9.2 SAP ASE Runtime Edition.

SAP Adaptive Server Enterprise ("ASE") is a runtime database licensed for use by individuals solely in conjunction with their use of applicable Software and/or Third Party Software licensed by Licensee from SAP. NetWeaver-based third party add-on's can be run under applicable SAP NetWeaver Foundation for Third Party Applications license. The SAP ASE runtime database may not be used to run any software and/or third party software other than applicable Software and/or Third Party Software licensed by Licensee from SAP. SAP ASE runtime database includes a limited runtime license of MaxDB database, subject to these provisions. For purposes of clarification, see the applicable Software and/or Third Party Software Documentation for information regarding release(s) / version(s) supported on the SAP ASE and MaxDB runtime database. SAP ASE runtime database includes replication functionality to be used solely for disaster recovery purposes.

9.3 SAP Adaptive Server Platform.

The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Adaptive Server Platform ("ASP") may be installed and Used. SAP ASP includes the following Software: SAP Adaptive Server Enterprise (SAP ASE), SAP IQ, and SAP Replication Server.

9.4 SAP ASE, Edge Edition, advanced version.

SAP ASE, Edge Edition, advanced version may only be deployed on a server having a maximum of 8 cores and includes a limited runtime of replication functionality to be used only in conjunction with SAP ASE, Edge Edition, advanced version solely for disaster recovery purposes.

9.5 SAP SQL Anywhere workgroup, Edge edition.

SAP SQL Anywhere workgroup, Edge edition, (i) is limited to Use on a maximum of eight (8) Cores on a single server and (ii) includes SQL Anywhere Monitor solely for non-productive Use.

9.6 SAP PowerDesigner DataArchitect, Edge edition and SAP PowerDesigner EnterpriseArchitect

Includes SAP SQL Anywhere database, which may only be Used as the metadata repository for PowerDesigner (where licensed) and for SQL language parsing.

9.7 SAP Vora, standard edition

Use is limited solely to the following SAP Vora features and functionality:

- Partitioning / Distributed Joins
- Spark integration
- HANA integration
- Hierarchy processing
- Currency conversion
- Vora tools
- Vora Manager
- Security

9.8 SAP Data Hub

SAP Data Hub includes a runtime license of SAP Landscape Transformation Replication Server ("SAP SLT"). Use of SAP SLT is limited solely for replication scenarios into SAP Data Hub and to enabling data integration between SAP Business Suite applications and SAP Data Hub.

Mobile

10.1 Earlier versions

Product versions marked as "Earlier Versions" on SAP Service Marketplace may only be downloaded and/or used by Licensees who are or previously were Sybase customers and who have or previously had licensed the particular earlier version of software that they wish to download and/or use.

10.2 Mobile enabled

SAP Software that is mobile enabled may require an additional component downloaded from a third party mobile application store.

10.3 SAP Enterprise Integration for Mobile Apps Software

may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement. The licensed SAP Enterprise Integration for Mobile Apps includes usage of mobile platform components for use with the Package.

SAP HANA

11.1 Definitions.

Data Sources. Any software product(s) and/or database instance(s) for which Licensee has secured an appropriate license.

11.2 SAP HANA, enterprise edition

SAP HANA, enterprise edition may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. SAP HANA, enterprise edition includes the following Runtime Software:

(1) SAP HANA Dynamic Tiering
(2) SAP HANA Operation Process Intelligence
(3) SAP HANA Accelerator for SAP ASE
(4) SAP HANA Data Warehousing Foundation
(5) [illegible] Concurrent Sessions of SAP Enterprise Architecture Designer

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(6) SAP HANA, information management option
(7) SAP HANA, data replication option
(8) SAP HANA, data privacy option
(9) SAP HANA, spatial and graph option
(10) SAP HANA, predictive option
(11) SAP HANA, search and text option
(12) SAP HANA, streaming analytics option
(13) SAP NetWeaver OpenHub

(14) SAP OpenHub for S/4HANA
(15) SAP HANA native storage extension (Use of HANA Native Storage Extension Buffer Cache component is subject to the applicable Licensed Level)
(16) SAP ASE database

Licensee may use Smart Data Access to query data from any data sources, provided that Licensee's license for SAP HANA, enterprise edition has been appropriately sized for all such data that is queried and joined with other data sources via Smart Data Access. Named User licenses will not be required solely for the one way read-only Smart Data Access to SAP Software and/or Third Party Software. Licensee may also replicate data from one or more limited use versions of SAP HANA (SAP HANA, runtime edition for SAP BW; SAP HANA, runtime edition for applications and SAP BW), solely to be used within SAP HANA, enterprise edition.
SAP ASE database is a runtime database limited solely for Use in conjunction with Licensee's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Licensee in accordance with the terms herein. The total number of Cores across all machines on which SAP ASE database may be installed and Used must not exceed 1 Core per 64GB of memory in the HANA system.
Use of SAP HANA Spatial Engine is also governed by the HERE MAP DATA BY HERE directory terms, which can be located in Section 7 of Exhibit 5 to Chapter 3 of this SAP Software Use Rights document.

11.3 SAP HANA, standard edition

SAP HANA, standard edition may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. Use is limited solely to the following SAP HANA features and functionality: Core Database Services, Smart Data Access, HANA Studio/Web IDE & Modeling, XS/XS advanced, DB Control Center, Multitenant DB containers, System Virtualization support, HANA Decision Tables, Business Function Library, Building UIs, Developing SQL Scripting procedure, AFL framework (development & runtime), Capture & Replay, HANA Cockpit, and Series Data. SAP HANA Standard also includes the following runtime Software:

(1) SAP HANA Dynamic Tiering
(2) SAP HANA Operation Process Intelligence
(3) SAP HANA Accelerator for SAP ASE
(4) SAP HANA Data Warehousing Foundation
(5) five (5) Concurrent Sessions of SAP Enterprise Architecture Designer
(6) SAP HANA native storage extension (Use of HANA Native Storage Extension Buffer Cache component is subject to the applicable Licensed Level)

Licensee may use Smart Data Access to query data from any data sources, provided that Licensee's license for SAP HANA, standard edition has been appropriately sized for all such data that is queried and joined with other data sources via Smart Data Access. SAP Smart Data Integration is included as runtime software solely for use with SAP Smart Data Access in data federation scenarios. Named User licenses will not be required solely for the one way read-only Smart Data Access to SAP Software and/or Third Party Software. Licensee may also replicate data from one or more limited use versions of SAP HANA (SAP HANA, runtime edition for SAP BW; SAP HANA, runtime edition for applications and SAP BW), solely to be used within SAP HANA, standard edition.

11.4 SAP HANA, Edge edition, advanced version ("SAP HANA Edge advanced")

SAP HANA Edge advanced may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. SAP HANA Edge advanced includes a runtime license of SAP Data Integrator ("DI"), SAP Smart Data Integration ("SDI"), and SAP Landscape Transformation Replication Server ("SLT"), and Use of such runtime products shall be limited solely to extracting data from Data Sources into SAP HANA Edge advanced. SAP HANA Edge advanced includes the license for 128GB of SAP HANA Dynamic Tiering with each licensed 32GB unit of SAP HANA Edge advanced. SAP HANA Edge advanced also includes Predictive Analysis Library, Automated Predictive Library, 'R' connector, HANA Accelerator for SAP ASE, SAP HANA, search and text option, SAP HANA, spatial and graph option, one (1) Concurrent Session of SAP Enterprise Architecture Designer, and a runtime license of SAP HANA Data Warehousing Foundation solely for Use with SAP HANA Dynamic Tiering.

11.5 Deploying multiple SAP HANA tenants

If Licensee has licensed more than one SAP HANA edition, then each SAP HANA edition license type may only be deployed in its own unique HANA tenant database within a HANA system. Use of System Database and Cockpit tenants on a HANA system is limited solely to administration tasks.

11.6 SAP HANA, runtime Edition for SAP BW ("HANA Runtime for BW") licensed by HANA SAP Application Value

HANA Runtime for BW is a database licensed solely to support Licensee's Use of SAP Business Warehouse (SAP BW) and Use is limited to communications between SAP BW and HANA Runtime for BW. The HANA Runtime for BW license includes the following Runtime Software:

(1) SAP HANA Platform;
(2) SAP HANA Data Warehousing Foundation (limited solely to Data Distribution Optimizer and Data Lifecycle Manager components);
(3) SAP HANA Dynamic Tiering;
(4) SAP Business Warehouse Accelerator;
(5) SAP Near-line storage for SAP BW (NLS for BW);
(6) SAP HANA Rules Framework;
(7) SAP HANA native storage extension.

HANA Runtime for BW may support an unlimited number of Data Sources and unlimited use of SAP Business Warehouse Accelerator, subject to the applicable Licensed Level. SAP ASE runtime database includes a replication functionality to be used for disaster recovery purposes. SAP HANA Platform includes the HANA Studio, Cockpit and Web IDE components. Use of the SAP HANA Studio, Cockpit and Web IDE components is limited solely to administering, monitoring and creating custom views for the SAP BW instance. All reporting must be performed via the SAP BW Software or via custom views created using HANA Studio or Web IDE. Such custom views may be accessed by SAP BI tools or non-SAP BI tools that are certified by SAP, as set forth on https://www.sap.com/dmc/exp/2013_09_adpd/enEN/#/solutions?filters=326;405;352.
All data modeling, loading, distribution, creation and extension of data structures, including tables and virtual tables via Smart Data Access used in HANA Runtime for BW must be performed via SAP BW Software.
Licensee shall pay additional license fees for HANA Runtime for BW in the event Licensee's HANA SAP Application Value increases.

11.7 SAP HANA, Limited Runtime edition for Applications HANA Apps Only ("Limited HANA Runtime")

Limited HANA Runtime is licensed solely for Use with any of the Licensee's SAP HANA Related Apps below, and solely to the extent such SAP HANA Related Apps are licensed by Licensee in accordance with the terms herein. SAP HANA Related Apps may be used with an appropriately licensed SAP Business Warehouse (BW) instance. Use of BW is limited to the context of the SAP HANA Related App for reporting and analysis. SAP HANA Related Apps:

- SAP Intelligent Business Operations bundle
- SAP Demand Signal Management, powered by SAP HANA
- SAP Enterprise Threat Detection
- SAP Customer Activity Repository
- SAP Promotion Management for Retail, add-on for SAP Customer Activity Repository
- SAP Tax Declaration Framework
- SAP Fashion Management Solution

- SAP Audit Management
- SAP Business Integrity Screening
- SAP Tax Compliance
- SAP Business Partner Screening
- Sales Order Allocation and Rescheduling on HANA
- Medical Research Insights
- SAP Assortment Planning for Retail
- SAP Transportation Resource Planning
- SAP Tax intelligence and Management by All Tax
- SAP Connected Health platform
- SAP Big Data Integrator by DigitalRoute
- SAP Sales Insights for Retail
- intelligent traffic management
- traffic congestion management

Runtime Software Rights. The Limited HANA Runtime license includes the following Runtime Software:
(1) SAP HANA Platform;
(2) SAP Data Integrator ('DI");
(3) SAP Smart Data Integration ("SDI");
(4) SAP Landscape Transformation replication server ("SLT");
(5) SAP ASE and MaxDB databases;
(6) SAP HANA Data Warehousing Foundation (limited solely to Data Distribution Optimizer and Data Lifecycle Manager components);
(7) SAP HANA Dynamic Tiering;
(8) SAP Business Warehouse Accelerator;
(9) SAP Near-line storage for SAP BW (NLS for BW);
(10) SAP HANA Rules Framework;
(11) SAP HANA, data privacy option.
(12) SAP HANA, predictive option;
(13) SAP HANA, spatial and graph option;
(14) SAP HANA, search and text option;
(15) SAP HANA Smart Data Quality ("SDQ");
(16) SAP HANA native storage extension.

SAP HANA Platform includes the HANA Studio, Cockpit and Web IDE components. All data modeling, distribution, creation and extension of data structures, including tables and virtual tables via Smart Data Access used in HANA REAB must be performed via the HANA Related Apps. Use of DI, SDI and SLT is limited solely to loading data into Limited HANA Runtime or SAP HANA Related Apps. Data may be loaded from an appropriately licensed Data Source via DI, SDI or SLT or via SAP HANA Related App interfaces. SDI may also be used with Smart Data Access in a data federation scenario. Notwithstanding anything to the contrary, HANA REAB Supported Software is not allowed to distribute data from tables residing in HANA REAB licensed for other Software. For example, SAP Data Services licensed with HANA REAB is not allowed to distribute data from HANA REAB licensed for SAP S/4HANA.
Use of the SAP HANA Studio, Cockpit and Web IDE components is limited solely to administering, monitoring and creating custom views for the Limited HANA Runtime database instance. All reporting must be performed via the SAP HANA Related App or via custom views created using HANA Studio or Web IDE. Such custom views may be accessed by SAP BI tools or non-SAP BI tools that are certified by SAP, as set forth on https://www.sap.com/dmc/exp/2013_09_adpd/enEN/#/solutions?filters=326;405;352.
NLS for BW includes a runtime license of (a) SAP IQ Enterprise Edition, (b) SAP IQ Enterprise Edition-Very Large Database Management Option and (c) SAP IQ Enterprise Edition-Unstructured Data Analytics Option, which may solely be used with SAP BW.
SAP BusinessObjects Enterprise on Limited HANA Runtime. When used as a runtime database for SAP BusinessObjects Enterprise, Limited HANA Runtime may be used (i) as a database for the Central Management Server (CMS) repository, (ii) as an audit database for the BI Platform, and (iii) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.
The license fee Limited HANA Runtime is calculated on the basis of the HANA SAP Application Value for Licensee's. Licensee shall pay additional license fees for Limited HANA Runtime in the event Licensee's HANA SAP Application Value for the SAP HANA Related Apps increases.
Licensee acknowledges that Licensee may have to install a Limited HANA Runtime-compatible release of the HANA Related App in order to enable certain business functions or provide configuration as described above. Future releases of Limited HANA Runtime developed for Use with SAP HANA Related Apps may not be compatible with current releases and may not be available via the respective SAP Support offering. Technical migration from SAP HANA Related Apps to another release of the SAP HANA Related App to be used separately from Limited HANA Runtime database and/or to another database offering may not be possible.

11.8 SAP HANA, standard edition options

The licensed quantity of the SAP HANA, standard edition option(s) must match licensed quantity of SAP HANA, standard edition on Licensee's SAP HANA, standard edition Deployment(s).

11.9 SAP HANA, data privacy option

Use is limited solely to the SAP HANA Data Masking Engine, SAP HANA Data Anonymization Engine, Column Encryption, and Shared SAP Business Application Authorizations.

11.10 SAP HANA, information management option

Includes SAP HANA Smart Data Integration and Smart Data Quality. It also includes Use rights for five (5) users of SAP Agile Data Preparation, on premise edition, IT governance option, and SAP HANA Blockchain service, adapter.

11.11 SAP HANA, predictive option

Use is limited solely to the HANA PAL/R engine, Automated Predictive Library (APL), and TensorFlow integration.

11.12 SAP HANA, replication option

Includes the following Runtime Software: SAP Data Integrator, SAP Landscape Transformation Replication Server ("SLT"), and SAP SQL Anywhere Advanced Edition. Use of such Runtime Software shall be limited solely to extracting data from Data Sources into SAP HANA or between multiple HANA database instances. Use of SAP SQL Anywhere Advanced Edition shall be limited solely to exchanging data between Data Sources and SAP HANA.

11.13 SAP HANA, search and text option

Use is limited solely to the SAP HANA Search Engine and Text Analysis Engine.

11.14 SAP HANA, spatial and graph option

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Use is limited solely to the SAP HANA Spatial Engine and Graph Engine. Use of SAP HANA Spatial Engine is also governed by the HERE MAP DATA BY HERE directory terms, which can be located in Section 7 of Exhibit 5 to Chapter 3 of this SAP Software Use Rights document.

11.15 SAP HANA, streaming analytics option

The total number of cores across all machines on which SAP HANA Streaming Analytics may be installed and Used must not exceed 8 cores per 64GB of memory in the HANA system. Streaming Lite is included and can be integrated with SAP HANA Streaming Analytics project.

11.16 SAP HANA, active/active read-enabled option

SAP HANA use is limited to read operations only on the secondary, in SAP HANA system replication scenario. Customer must license an equal number of SAP HANA active/active read-enabled units to correspond to the number of SAP HANA units associated with the primary SAP HANA instance.

11.17 SAP Near-line storage for SAP BW and SAP BW/4HANA.

SAP Near-line storage for SAP BW and SAP BW/4HANA includes a runtime license of SAP IQ Enterprise Edition, SAP IQ Enterprise Edition- Very Large Database Management Option and SAP IQ Enterprise Edition-Unstructured Data Analytics Option. Use of SAP IQ Enterprise Edition and SAP IQ Enterprise Edition-Unstructured Data Analytics Option is limited to a maximum of 32 cores each, solely for use with SAP BW or BW/4HANA.

11.18 SAP HANA, runtime edition for applications and SAP BW licensed by HANA SAP Application Value.

SAP HANA, runtime edition for applications and SAP BW is a runtime database ("HANA REAB") licensed for Use in conjunction with Licensee's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Licensee ("HANA REAB Supported Software") in accordance with the terms herein.

REAB Runtime Software Rights. The HANA REAB license includes the following Runtime Software:

(1) SAP HANA Platform;
(2) SAP Data Integrator ('DI");
(3) SAP Smart Data Integration ("SDI");
(4) SAP Landscape Transformation replication server ("SLT");
(5) SAP ASE and MaxDB databases;
(6) SAP HANA Data Warehousing Foundation (limited solely to Data Distribution Optimizer and Data Lifecycle Manager components);
(7) SAP HANA Dynamic Tiering;
(8) SAP Business Warehouse Accelerator;
(9) SAP Near-line storage for SAP BW (NLS for BW);
(10) SAP HANA Rules Framework;
(11) SAP HANA, data privacy option;
(12) SAP HANA, predictive option;
(13) SAP HANA, spatial and graph option;
(14) SAP HANA, search and text option;
(15) SAP HANA, Smart Data Quality ("SDQ");
(16) SAP HANA, native storage extension.

SAP HANA Platform includes the HANA Studio, Cockpit and Web IDE components. All data modeling, distribution, creation and extension of data structures, including tables and virtual tables via Smart Data Access used in HANA REAB must be performed via the HANA REAB Supported Software. Use of DI, SDI and SLT is limited solely to loading data into HANA REAB or HANA REAB Supported Software. Data may be loaded from an appropriately licensed Data Source via DI, SDI or SLT or via HANA REAB Supported Software interfaces. SDI may also be used with Smart Data Access in a data federation scenario. Notwithstanding anything to the contrary, HANA REAB Supported Software is not allowed to distribute data from tables residing in HANA REAB licensed for other Software. For example, SAP Data Services licensed with HANA REAB is not allowed to distribute data from HANA REAB licensed for SAP S/4HANA

Use of the SAP HANA Studio, Cockpit and Web IDE components is limited solely to administering, monitoring and creating custom views for the HANA REAB database instance. All reporting must be performed via the HANA REAB Supported Software or via custom views created using HANA Studio or Web IDE. Such custom views may be accessed by SAP BI tools or non-SAP BI tools that are certified by SAP, as set forth on https://www.sap.com/dmc/exp/2013_09_adpd/enEN/#/solutions?filters=326;405;352.

NLS for BW includes a runtime license of (a) SAP IQ Enterprise Edition, (b) SAP IQ Enterprise Edition-Very Large Database Management Option and (c) SAP IQ Enterprise Edition-Unstructured Data Analytics Option, which may solely be used with SAP BW.

SAP BusinessObjects Enterprise on REAB. When used as a runtime database for SAP BusinessObjects Enterprise, HANA REAB may be used (i) as a database for the Central Management Server (CMS) repository, (ii) as an audit database for the BI Platform, and (iii) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.

The license fee for HANA REAB is calculated on the basis of the HANA SAP Application Value for Licensee's HANA REAB Supported Software. Licensee shall pay additional license fees for HANA REAB in the event Licensee's HANA SAP Application Value increases. Licensee acknowledges that Licensee may have to install a HANA REAB-compatible release of the HANA REAB Supported Software in order to enable certain business functions or provide configuration as described above. Future releases of HANA REAB developed for Use with HANA REAB Supported Software may not be compatible with current releases and may not be available via the respective SAP Support offering. Technical migration from HANA REAB Supported Software to another release of the Software and/or Third Party Software as used separately from HANA REAB and/or to another database offering may not be possible.

11.19 SAP HANA, runtime edition for applications and SAP BW –Partial licensed by HANA SAP Application Value ("HANA REAB-Partial") The license fee for HANA REAB-Partial is calculated on the basis of the HANA SAP Application Value for Licensee's HANA REAB Supported Software (defined below).

"HANA REAB-Partial licensed for Use in conjunction with Licensee's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Licensee ("HANA REAB Supported Software") in accordance with the terms herein.

HANA REAB- Partial Runtime Software Rights. The HANA REAB - Partial license includes the following Runtime Software:

(1) SAP HANA Platform;
(2) SAP Data Integrator ('DI");
(3) SAP Smart Data Integration ("SDI");
(4) SAP Landscape Transformation replication server ("SLT");
(5) SAP ASE and MaxDB databases;
(6) SAP HANA Data Warehousing Foundation (limited solely to Data Distribution Optimizer and Data Lifecycle Manager components);
(7) SAP HANA Dynamic Tiering;
(8) SAP Business Warehouse Accelerator;
(9) SAP Near-line storage for SAP BW (NLS for BW);
(10) SAP HANA Rules Framework;
(11) SAP HANA, data privacy option;

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(12) SAP HANA, predictive option;
(13) SAP HANA, spatial and graph option;
(14) SAP HANA, search and text option;
(15) SAP HANA Smart Data Quality ("SDQ")
(16) SAP HANA native storage extension.

SAP HANA Platform includes the HANA Studio, Cockpit and Web IDE components. All data modeling, distribution, creation and extension of data structures, including tables and virtual tables via Smart Data Access used in HANA REAB must be performed via the HANA REAB Supported Software. Use of DI, SDI and SLT is limited solely to loading data into HANA REAB or HANA REAB Supported Software Data may be loaded from an appropriately licensed Data Source via DI, SDI or SLT or via HANA REAB Supported Software interfaces. SDI may also be used with Smart Data Access in a data federation scenario. Notwithstanding anything to the contrary, HANA REAB Supported Software is not allowed to distribute data from tables residing in HANA REAB licensed for other Software. For example, SAP Data Services licensed with HANA REAB is not allowed to distribute data from HANA REAB licensed for SAP S/4HANA.
Use of the SAP HANA Studio, Cockpit and Web IDE components is limited solely to administering, monitoring and creating custom views for the HANA REAB database instance. All reporting must be performed via the HANA REAB Supported Software or via custom views created using HANA Studio or Web IDE. Such custom views may be accessed by SAP BI tools or non-SAP BI tools that are certified by SAP, as set forth on https://www.sap.com/dmc/exp/2013_09_adpd/enEN/#/solutions?filters=326;405;352.
NLS for BW includes a runtime license of (a) SAP IQ Enterprise Edition, (b) SAP IQ Enterprise Edition-Very Large Database Management Option and (c) SAP IQ Enterprise Edition-Unstructured Data Analytics Option, which may solely be used with SAP BW.

SAP BusinessObjects Enterprise on SAP REAB- Partial. When used as a runtime database for SAP BusinessObjects Enterprise, HANA REAB - Partial may be used (i) as a database for the Central Management Server (CMS) repository, (ii) as an audit database for the BI Platform, and
(iii) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.
Licensee acknowledges that Licensee may have to install a HANA REAB-Partial -compatible release of the HANA REAB Supported Software in order to enable certain business functions or provide configuration as described above. Future releases of HANA REAB-Partial developed for Use with HANA REAB Supported Software may not be compatible with current releases and may not be available via the respective SAP Support offering. Technical migration from HANA REAB Supported Software to another release of the Software and/or Third Party Software as used separately from HANA REAB-Partial and/or to another database offering may not be possible.

11.20 Terms of use for Twitter API contained within SAP HANA, enterprise edition; SAP HANA, runtime edition for applications and SAP BW; and SAP HANA, information management option

The following shall apply to SAP HANA, enterprise edition; SAP HANA, runtime edition for applications and SAP BW; and SAP HANA, information management option: Use of the Twitter API is subject to the Third Party Web Service terms contained in Exhibit 7 of these Use Terms.

11.21 SAP HANA Cold Data Tiering

Includes SAP Data Hub components which may solely be used for SAP HANA cold data tiering scenarios. Use is limited to data transfers between SAP HANA and SAP Data Hub distributed runtime (Vora) or Vora supported sources. Access and querying of cold tiered data is allowed via the primary HANA system only.

11.22 SAP HANA Client Software

Licensee may market and sublicense the HANA Client Software only for use in conjunction with Licensee's own products. Any Third Party Products contained in or provided with the HANA Client Software may only be used as part of the HANA Client Software. Licensee must not charge any third party a fee or any other form of consideration for access to, or use of, the HANA Client Software. Licensee may not install files, as set forth at https://wiki.scn.sap.com/wiki/display/SAPHANA/SAP+HANA+Client+redistributable+files, into the HANA Client Software default install path.

Focused Business Solutions.

12.1 Special support

If licensed Software is identified as a Focused Business Solution ("FBS Software"), special support strategy and conditions apply. SAP Support for FBS Software shall be provided in accordance with the applicable SAP Support terms as amended by the then current support strategy and conditions found at https://support.sap.com/fbs (inclusive of any successor site(s) made known by SAP, the "Strategy & Conditions Site").

12.2 Strategy & Conditions Site

The Strategy & Conditions Site is hereby amended to include the following terms:

12.2.1 FBS Software requires, as a prerequisite to its Use and installation, a specific version (e.g. release, service level pack, and/or enhancement pack) of certain SAP Software (the "Base Software"), which is identified on the Strategy & Conditions Site and must be separately licensed and installed by Licensee.

12.2.2 In the future, should SAP elect, in its sole and exclusive discretion, to make new release(s) of FBS Software commercially available as part of SAP Support, such new release(s) may (a) differ functionally, (b) have different supported language(s) and/or (c) have different Base Software requirements from prior FBS Software release(s).

12.2.3 Mainstream and extended maintenance dates for FBS Software are targets, and therefore subject to change by SAP.

12.2.4 In no event will maintenance or extended maintenance for any FBS Software release be provided following the expiration or termination of mainstream or extended (as applicable) maintenance on the underlying Base Software.

Repeatable Custom Solution ("RCS") Software.

13.1 Prerequisite to use

The RCS requires, as a prerequisite to its Use and installation, a specific version (such as release, service level pack, and/or enhancement pack) of certain SAP Software (the "Base Software") which is identified by SAP, along with specific Use conditions under https://support.sap.com/rcs (the "RCS Strategy & Conditions Site") and/or the Documentation. Special support strategy and conditions apply for RCS Software. SAP and Licensee agree that Support for RCS Software shall be provided as set forth in the pplicable SAP Product Specific Support Schedule for RCS found at the RCS Strategy & Conditions site.

13.2 Not standard software

RCS is not SAP standard software and in its current state a RCS may not meet all SAP standards including but not limited to language or country version, available version, supported operating systems, or database. Licensee must fully test the RCS before using it in live operation. The standard language in which the RCS and its Documentation will be provided is English. SAP reserves the right to release individual versions of the RCS or its Documentation in additional languages. SAP has no obligation to transfer any functionality licensed under this agreement into SAP's standard software, nor shall SAP be obliged to make the RCS compatible with new releases or versions of the Base Software.

Exhibit 4 - Pass Through Terms for Third Party Databases

SAP may deliver SAP software containing a database product where the end user is not entitled to use the database unless he/she has acquired the requisite number of licenses from the database vendor or its authorized distributor. Such deliveries are reported to the database vendor.

Conditions for the use of ORACLE® Database Software when licensed from SAP

1. Copyright

1.1 The comprehensive copyright to Oracle software is the sole property of the Oracle Corporation, Redwood Shores, CA, USA.

1.2 Third party database applications for system administration, monitoring and management may directly access the Oracle database.

1.3 The customer shall only use the Oracle software in connection with the SAP Software and only for the purposes of its own internal data processing which includes access of third party user such as contractor, supply chain vendor or supplier, customer, or third party individual authorized by the customer. It is allowed to customize the SAP software or to create additional functionality, new applications, or to support third party database applications which only interface with them (example: via RFC, BAPI) Third party database applications or new functionality or new applications which may directly access the Oracle database or indirectly access information contained therein are not allowed.

1.4 The customer shall assign the Oracle software only to wholly owned or majority owned subsidiaries. Assignment to competitors of Oracle is prohibited.

1.5 In view of its limited rights of use, the customer shall neither modify, decompile nor reverse engineer the Oracle software except and to the extent that it is expressly permitted by applicable law.

1.6 The Oracle software may only be used in the country or countries for which the customer has acquired a license. The customer hereby undertakes to adhere to all regulations of the US Department of Commerce and the American export authorities.

1.7 The use of Oracle software for the planning, production, control or monitoring of nuclear power stations, air traffic, means of mass transportation or medical equipment is not permitted, unless such use is limited to commercial or purely administrative applications.

1.8 The customer is not entitled to receive the source code for the Oracle software.

2. Other Conditions

2.1 The publication of benchmark tests for the Oracle software is not permitted.

Conditions for the Use of the Microsoft SQL-Server Enterprise Edition

Conditions for the Use of the Microsoft SQL-Server when licensed by SAP

IMPORTANT NOTE: These "Conditions for the Use of the Microsoft SQL-Server when licensed by SAP" apply to Microsoft SQL Server Enterprise Edition version 2014 (or subsequent versions) not only for new licenses but also for any prior licenses of Microsoft SQL-Server Enterprise Edition licensed under an agreement with any SAP entity or SAP authorized reseller.

For the purpose of this Section "Integrated Application" shall be defined as SAP software integrating the Microsoft SQL Server Database. The Microsoft SQL Server Database may contain the following software:

"Server Software" provides services or functionality on your server (your computers capable of running the Server Software are "Servers"); "Client Software" allows an electronic device ("Device") to access or utilize the Server Software.

1. OVERVIEW

1.1 **Software**. The software includes

- server software, and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

1.2 **License Model**. The software is licensed by SAP based on the unified solution and the number of users of that unified solution.

1.3 **Licensing Terminology**.

- **Instance**. You may create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.
- **Run an Instance**. You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment ("OSE")**. An "operating system environment" or "OSE" is
  i. all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and
  ii. Instances of applications, if any, configured to run on the operating system instance or part identified above. A physical hardware system can have either or both of the following:
- one physical operating system environment;
- one or more virtual operating system environments.

A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

- **Server**. A "server" is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate server.
- **Server Farm**. A "server farm" is any data center or group of data centers owned by you and under your day-to-day operational control.
- Unified Solution. A "unified solution" means a software application licensed to you by SAP, which includes the software licensed under this agreement, adds significant and primary functionality to such software, and may include software acquired from a third party delivered and licensed by SAP.

2. USE RIGHTS.

Your rights to use the software are set forth in the license granted by SAP to you to use the unified solution at specific site(s), to run your internal business operations (including back up and passive disaster recovery), and to provide internal training and testing for such internal business operations, unless and until such license expires or is terminated.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

3.1 Runtime-Restricted Use Software. The software is "Runtime-Restricted Use" software; as such, it may only be used to run the unified solution and only as part of the unified solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. For clarity, you may use tools provided as part of the unified solution to create new tables during the unified solution set up and/or customization so long as the resulting tables will only be used with and/or as part of the unified solution itself.

3.2 **SQL Server Reporting Services Map Report Item**. Power View and SQL Reporting Services Map Item both include use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

3.3. **Use of Software Within and Across Server Farms**. You may use the software on servers located within and across your server farm if and for so long as the software is only used with and as a part of the unified solution.

3.4 **Outsourcing Company**. You may enter into an agreement with a third party that provides operational services or support services to you, including but not limited to network management, application management, or data center management services (including operation, maintenance and control of server hardware in a data center ("outsourcing company") to install or cause to be installed the unified solution on servers owned, operated, maintained and controlled by the outsourcing company, provided that: (i) all such server hardware on which the unified solution has been installed is and continuously remains physically dedicated to running the unified solution solely for the benefit and use by you and (ii) you have entered into to a written agreement that protects the unified solutions and the software on commercially reasonable terms. Regardless of the physical location of the server hardware containing the software, you remain fully responsible for all of your obligations under this agreement, including any unauthorized use or distribution of the software that results from any act or omission of the outsourcing company. The outsourcing company must agree to the terms of this agreement in a signed writing. You may only grant the outsourcing company access to the software in order to perform operational and/or support services (including but not limited to software maintenance, patch updating, integration, etc.) for you, and the outsourcing company may not access or use the software for any other purpose.

3.5 **Virtualization**. With respect to any server for which you have acquired the requisite licenses, you may run any number of instances of the server software in any number of physical and/or virtual OSEs whether on servers within your server farm or on servers owned and managed by an outsourcing company pursuant to Section 3.4 (above).

3.6 **Fail-over Server**. You may create and maintain passive fail-over instances in a separate OSE for temporary support on a server other than your production server, whether on servers within your server farm or on servers owned and managed by an outsourcing company pursuant to Section 3.4 (above).

4. **THIRD PARTY NOTICES**. The software may include third party code, that Microsoft, not the third party, licenses to you under the terms set forth in this agreement. Notices, if any, for any third party code are included for your information only. Additionally, any third party scripts, linked to, called or referenced from this software, are licensed to you by the third parties that own such code, not by Microsoft, see ASP.NET Ajax CDN Terms of Use: www.asp.net/ajaxlibrary/CDN.ashxthat program.

5. **INTERNET-BASED SERVICES**. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

6. BENCHMARK TESTING**. You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software.** However, this does not apply to the Microsoft .NET Framework (see below).

7. **.NET FRAMEWORK SOFTWARE**. The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.

8. **MICROSOFT .NET FRAMEWORK BENCHMARK TESTING**. The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

9. **SCOPE OF LICENSE**. The software is licensed, not sold. Unless applicable law gives you more rights, SAP and Microsoft reserve all other rights not expressly granted under this agreement, whether by implication, estoppel or otherwise. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software, including any application programming interfaces included in the software, for others to copy;
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

10. **BACKUP COPY**. You may make one backup copy of the software media. You may use it only to create instances of the software.

11. **DOCUMENTATION**. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

12. **NOT FOR RESALE SOFTWARE**. You may not sell software marked as "NFR" or "Not for Resale."

13. **ACADEMIC EDITION SOFTWARE**. You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

14. **TRANSFER TO A THIRD PARTY**. The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the "Unified Solution") delivered to you by or on behalf of the SAP solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.

15. **EXPORT RESTRICTIONS**. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

16. **ENTIRE AGREEMENT**. This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

17. **LEGAL EFFECT**. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the SAP from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

18. **NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. SAP HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON SAP TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE**.

19. **NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE SAP AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT**.

20. **NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS**

WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US$250.00).

21. **FOR AUSTRALIA ONLY. In this paragraph, "goods" refers to the software for which Microsoft provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods**.

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The SAP software containing a copy of the Microsoft SQL-Server, which has been integrated or installed as a component of this SAP software. All Microsoft products are subject to the terms of the Microsoft License Agreement with end users which is included in the software package or the license agreements shipped with the Microsoft SQL-Server. An exception hereto is that the functionality of a Microsoft product as an integrated part of an SAP solution can differ from the functionality of a non-integrated Microsoft product. All inquiries relating to the functionality or performance of the SAP solution with Microsoft products should therefore be addressed to SAP and not to Microsoft. The SAP product does not contain a license for the integrated Microsoft product. You are therefore not entitled to use the copy of the Microsoft SQL-Server contained in this product and you will not receive a license for such use unless you have acquired or otherwise have at your disposal the same number of client/server licenses as user licenses acquired for the SAP software. By concluding this contract with SAP you represent and warrant that you have previously acquired a Microsoft license for SQL-Server end users and to conclude a corresponding license agreement.
When SAP delivers an updated version of the SAP software containing an updated version of the integrated Microsoft product, the end user is not entitled to use the updated version of the Microsoft product unless he/she has acquired the requisite number of client/server licenses from an authorized Microsoft distributor.

Conditions for Use of Third Party Databases with SAP Business One Software

Conditions for the Use of Microsoft® SQL Server™ 2014, Standard Edition (Core-based Runtime and Server CAL Runtime) Software

IMPORTANT NOTE: These "Conditions for the Use of the Microsoft SQL Server 2014, Standard Edition" apply to Microsoft SQL Server Standard Edition version 2014 (or subsequent versions) not only for new licenses but also for any prior licenses of Microsoft SQL-Server Standard Edition licensed under an agreement with any SAP entity or SAP authorized reseller.

These license terms are an agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software ("Licensor") and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements, and
- Internet-based services

for this software, unless other terms accompany those items. If so, those terms apply. Microsoft Corporation or one of its affiliates (collectively, "Microsoft") has licensed the software to the Licensor.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO PLACE OF PURCHASE FOR A REFUND OR CREDIT.

These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.

IMPORTANT NOTICE: AUTOMATIC UPDATES TO PREVIOUS VERSIONS OF SQL SERVER. If this software is installed on servers or devices running any supported editions of SQL Server prior to SQL Server 2014 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that server or device.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SERVER YOU PROPERLY LICENSE.

1. OVERVIEW.

1.1 Software. The software includes
- server software, and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

1.2 License Model. The software is licensed based on either the:
- **Core License Model** – the number of physical and/or virtual cores in the server; or
- **Server + Client** – the number of operating system environments (OSEs) in which the server software is run, and the number of devices and users that access instances of server software.

1.3 Licensing Terminology.
- **Instance.** You create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.
- **Run an Instance.** You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment ("OSE").** An "operating system environment" or "OSE" is
  (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and
  (ii) instances of applications, if any, configured to run on the operating system instance or parts identified above. A physical

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hardware system can have either or both of the following:

- one physical operating system environment;
- one or more virtual operating system environments.

A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
- **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.
- **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
- **Assigning a License.** To assign a license is to designate that license to a server, device or user as indicated below.
- **Core Factor.** The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.

2. USE RIGHTS FOR CORE LICENSE MODEL.

2.1 **Licensing a Server.** Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.

2.2 **Determining the Number of Licenses Required.** You have two license options:

(a) **Physical Cores on a Server.** You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at go.microsoft.com/fwlink/?LinkID=229882.

(b) **Individual Virtual OSE.** You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

2.3 **Assigning the Required Number of Licenses to the Server.**

(a) Initial Assignment. After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the "licensed server" for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

(b) Reassignment. **You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.**

2.4 **Running Instances of the Server Software.** Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

(a) Physical Cores on a Server. **For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.**

(b) Individual Virtual OSEs. **For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b), you have the right to run any number of instances of the software in that virtual OSE.**

2.5 **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- ☐ Client Tools Connectivity
- ☐ Documentation
- Components

2.6 **Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights listed below for each software license you acquire.

(a) You may create any number of instances of the server software and additional software.

(b) You may store instances of the server software and additional software on any of your servers or storage media.

(c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

2.7 **No Client Access Licenses (CALs) Required for Access.** Under this core license model, you do not need CALs for users or devices to access your instances of the server software.

3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL

3.1 **Assigning the License to the Server.**

(a) Initial Assignment. **Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the "licensed server" for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.**

(b) Reassignment. **You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.**

3.2 **Running Instances of the Server Software.** For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.

3.3 **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- ☐ Client Tools Connectivity
- ☐ Documentation
- Components

3.4 **Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights listed below for each software license you acquire.

(a) You may create any number of instances of the server software and additional software.

(b) You may store instances of the server software and additional software on any of your servers or storage media.

(c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

3.5 **Client Access Licenses (CALs).**

(a) **Initial Assignment of CALs.** You must acquire and assign a SQL Server 2014 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

- ☐ You do not need CALs for any of your servers licensed to run instances of the server software.

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You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.

- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

(b) **Types of CALs.** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use acombination of device and user CALs.

(c) **Reassignment of CALs.** You may

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

4.1 **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

4.2 **Multiplexing.** Hardware or software you use to

- pool connections,
- reroute information, or
- reduce the number of devices or users that directly access or use the software

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.

4.3 **No Separation of Server Software.** You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

4.4 **SQL Server Reporting Services Map Report Item.** Power View and SQL Reporting Services Map Item both include use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

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4.6 **Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software; as such, it may only be used to run the unified solution and only as part of the unified solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. For clarity, you may use tools provided as part of the unified solution to create new tables during the unified solution set up and/or customization so long as the resulting tables will only be used with and/or as part of the unified solutionitself.

4.7 **Use of Software Within and Across Server Farms.** You may use the software on servers located within and across your server farm if and for so long as the software is only used with and as a part of the unified solution.

4.8 **Outsourcing Company.** You may enter into an agreement with a third party that provides operational services or support services to you, including but not limited to network management, application management, or data center management services (including operation, maintenance and control of server hardware in a data center ("outsourcing company") to install or cause to be installed the unified solution on servers owned, operated, maintained and controlled by the outsourcing company, provided that: (i) all such server hardware on which the unified solution has been installed is and continuously remains physically dedicated to running the unified solution solely for the benefit and use by you and (ii) you have entered into to a written agreement that protects the unified solutions and the software on commercially reasonable terms. Regardless of the physical location of the server hardware containing the software, you remain fully responsible for all of your obligations under this agreement, including any unauthorized use or distribution of the software that results from any act or omission of the outsourcing company. The outsourcing company must agree to the terms of this agreement in a signed writing. You may only grant the outsourcing company access to the software in order to perform operational and/or support services (including but not limited to software maintenance, patch updating, integration, etc.) for you, and the outsourcing company may not access or use the software for any other purpose.

5. **THIRD PARTY NOTICES.** The software may include third party code, that Microsoft, not the third party, licenses to you under the terms set forth in this agreement. Notices, if any, for any third party code are included for your information only. Additionally, any third party scripts, linked to, called or referenced from this software, are licensed to you by the third parties that own such code, not by Microsoft, see ASP.NET Ajax CDN Terms of Use: www.asp.net/ajaxlibrary/CDN.ashx.

6. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

7. **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

8. **.NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software

9. **MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

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- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
- rent, lease or lend the software; or
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11. **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.
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15. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the "Unified Solution") delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.
16. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
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19. **NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**
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BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO THE PLACE OF PURCHASE FOR A REFUND OR CREDIT.

These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.

1. OVERVIEW.

a. Software. The software includes
- server software; and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

b. License Model. The software is licensed based on
- the number of physical and virtual processors used by operating system environments in which you run instances of the server software.

c. Licensing Terminology.

- **Instance.** You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include "instances" of the software.
- **Run an Instance.** You "run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment.** An "operating system environment" is
  - all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
  - instances of applications, if any, configured to run on the operating system instance or parts identified above.

  There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:
  - one physical operating system environment
  - one or more virtual operating system environments.
- **Server.** A "server" is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical

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hardware system.

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- **Physical and Virtual Processors.** A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.
- **Assigning a License.** To "assign a license" means simply to designate that license to one server.

2. USE RIGHTS.

a. **Licensing a Server.** Before you run instances of the server software on a server, you must determine the required number of software licenses and assign those licenses to that server as described below.

i. **Determining the Number of Licenses Required.** You must first determine the number of software licenses you need. The total number of software licenses required for a server equals the sum of the software licenses required under (a) and (b) below.

(a) To run instances of the server software in the physical operating system environment on a server, you need a software license for each physical processor that the physical operating system environment uses.

(b) To run instances of the server software in virtual operating system environments on a server, you need a software license for each virtual processor that each of those virtual operating system environments uses. If a virtual operating system environment uses a fraction of a virtual processor, the fraction counts as a full virtual processor.

b. **Assigning the Required Number of Licenses to the Server.**

i. After you determine the number of software licenses you need for a server, you must assign that number of software licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.

ii. You may reassign the software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

c. **Running Instances of the Server Software.** For each server to which you have assigned the required number of software licenses, you may run, at any one time, any number of instances of the server software in physical and virtual operating system environments on the licensed server. However, the total number of physical and virtual processors used by those operating system environments cannot exceed the number of software licenses assigned to that server.

d. **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices so long as the additional software is used only in conjunction with the integrated software turnkey application or suite of applications (the "Unified Solution") delivered by or on behalf of the Licensor. You may use additional software only with the server software directly or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools Software Development Kit
- Management Studio
- Microsoft Sync Framework
- SQL Server 2008 Books Online

e. **Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software; as such, it may only be used to run the Unified Solution solely as part of the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.

f. **Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each software license you acquire.

- You may create any number of instances of the server software and additional software.
- You may store instances of the server software and additional software on any of your servers or storage media.
- You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

g. **No Client Access Licenses (CALs) Required for Access.** You do not need CALs for the other devices to access your instances of the server software.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

b. **Multiplexing.** Hardware or software you use to

- pool connections,
- reroute information, and
- reduce the number of devices or users that directly access or use the software, or
- reduce the number of devices or users the software directly manages,

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.

c. **Included Microsoft Programs.** The software contains other Microsoft programs. The license terms with those programs apply to your use of them.

d. **No Separation of Server Software.** You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

e. **Fail-over Server.** For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. The number of processors used in that separate operating system environment must not exceed the number of processors used in the corresponding operating system environment in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

4. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

5. **MICROSOFT .NET FRAMEWORK AND POWERSHELL SOFTWARE.** The software contains Microsoft .NET Framework and PowerShell software. These software components are part of Windows.

6. **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Windows components. For Microsoft .NET Framework see below.

7. **MICROSOFT .NET FRAMEWORK.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply

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13. **Transfer to Another Device.** You may uninstall the software and install it on another device for your use solely as part of the Unified Solution. You may not do so to share this license between devices to reduce the number of licenses you need.
14. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, this agreement, and CALs, directly to another end user as part of a transfer of the Unified Solution delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.
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These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SOFTWARE LICENSE YOU ACQUIRE.

1. **OVERVIEW.**
   a. **Software.** The software includes
      - server software; and
      - additional software that may only be used with the server software directly, or indirectly through other additional software.
   b. **License Model.** The software is licensed based on
      - the number of instances of server software that you run; and
      - the number of devices and users that access instances of server software.
   c. **Licensing Terminology.**
      - **Instance.** You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include "instances" of the software.

- **Run an Instance.** You "run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment.** An "operating system environment" is
  - all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
  - instances of applications, if any, configured to run on the operating system instance or parts identified above.

  There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:
  - one physical operating system environment
  - one or more virtual operating system environments.
- **Server.** A "server" is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Assigning a License.** To "assign a license" means simply to designate that license to one device or user.

2. USE RIGHTS.

a. Assigning the License to the Server.

i. Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.

ii. You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

b. Running Instances of the Server Software. You may run any number of instances of the server software in one physical or virtual operating system environment on the licensed server at a time.

c. Running Instances of the Additional Software. You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices solely to support your use of the integrated software turnkey application or suite of applications (the "Unified Solution") delivered by or on behalf of the Licensor. You may use additional software only with the server software directly or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools Software Development Kit
- Management Studio
- Microsoft Sync Framework
- SQL Server 2008 Books Online

d. Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights below for each software license you acquire.

- You may create any number of instances of the server software and additional software.
- You may store instances of the server software and additional software on any of your servers or storage media.
- You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

e. Included Microsoft Programs. The software contains other Microsoft programs. The license terms with those programs apply to your use of them.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Client Access Licenses (CALs).

i. You must acquire and assign a SQL Server 2008 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

- You may not access instances of the server software under Workgroup Edition CALs.
- You may use your Windows Small Business Server ("SBS") 2008 CAL Suite for Premium Users or Devices instead of SQL Server 2008 CALs to access your instances of the server software within an SBS 2008 domain.
- You may use your Windows Essential Business Server ("EBS") 2008 CAL Suite for Premium Users or Devices instead of SQL Server 2008 CALs to access your instances of the server software within an EBS domain.
- You do not need CALs for any of your servers licensed to run instances of the server software.
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

ii. Types of CALs. There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

iii. Reassignment of CALs. You may

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

b. Runtime-Restricted Use Software. The software is "Runtime-Restricted Use" software; as such, it may only be used in conjunction with the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the unified solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. A CAL permits you to access instances of only the Runtime-Restricted User version of the server software licensed and delivered to you as part of the Unified Solution, in accordance with the other terms of the agreement.

c. Maximum Instances. The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

d. Multiplexing. Hardware or software you use to

- pool connections,
- reroute information, and
- reduce the number of devices or users that directly access or use the software, or

- reduce the number of devices or users the software directly manages.

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.

e. **No Separation of Server Software.** You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

f. **Fail-over Server.** For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. You may run the passive fail-over instances on a server other than the licensed server.

4. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
5. **NET FRAMEWORK AND POWERSHELL SOFTWARE.** The software contains Microsoft .NET Framework and PowerShell software. These software components are part of Windows.
6. **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Windows components. For Microsoft .NET Framework see below.
7. **MICROSOFT .NET FRAMEWORK.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406.
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   - rent, lease or lend the software; or
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12. **ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.
13. **Transfer to Another Device.** You may uninstall the software and install it on another device for your use solely as part of the Unified Solution. You may not do so to share this license between devices to reduce the number of licenses you need.
14. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, this agreement, and CALs, directly to another end user as part of a transfer of the Unified Solution delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.
15. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
16. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, and Internet-based services that you use, are the entire agreement for the software.
17. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
18. **NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**
19. **NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.**
20. **NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US$250.00).**

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Microsoft® SQL Server™ 2012, Standard Edition (Server CAL Runtime) Software OVERVIEW

1.1 Software. The software includes
- server software, and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

1.2 License Model. The software is licensed based on either the:
- **Core License Model** – the number of physical and/or virtual cores in the server; or
- **Server + Client** – the number of instances of server software that you run, and the number of devices and users that access instances of server software.

1.3 Licensing Terminology.

- **Instance.** You create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.
- **Run an Instance.** You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment ("OSE").** An "operating system environment" or "OSE" is

(i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and

(ii) instances of applications, if any, configured to run on the operating system instance or parts identified above. A physical hardware system can have either or both of the following:

- one physical operating system environment;
- one or more virtual operating system environments.

A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
- **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.
- **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
- **Assigning a License.** To assign a license is to designate that license to a server, device or user as indicated below.
- **Core Factor.** The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.

USE RIGHTS FOR CORE LICENSE MODEL.

2.1 Licensing a Server. Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.

2.2 Determining the Number of Licenses Required. You have two license options:

(a) Physical Cores on a Server. You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at http://go.microsoft.com/fwlink/?LinkID=229882.

(b) Individual Virtual OSE. You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

2.3 Assigning the Required Number of Licenses to the Server.

Initial Assignment. After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the "licensed server" for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

Reassignment. You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

2.4 Running Instances of the Server Software. Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

(a) Physical Cores on a Server. For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.

(b) Individual Virtual OSEs. For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b) , you have the right to run any number of instances of the software in that virtual OSE.

2.5 Running Instances of the Additional Software. You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

2.6 Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights listed below for each software license you acquire.

(a) You may create any number of instances of the server software and additional software.

(b) You may store instances of the server software and additional software on any of your servers or storage media.

(c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

2.7 **No Client Access Licenses (CALs) Required for Access.** Under this core license model, you do not need CALs for users or devices to access your instances of the server software.

USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL

3.1 **Assigning the License to the Server.**

(a) Initial Assignment. Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the "licensed server" for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.

(b) Reassignment. You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

3.2 **Running Instances of the Server Software.** For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.

3.3 **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

3.4 **Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights listed below for each software license you acquire.

(a) You may create any number of instances of the server software and additional software.

(b) You may store instances of the server software and additional software on any of your servers or storage media.

(c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

3.5 **Client Access Licenses (CALs).**

(a) **Initial Assignment of CALs.** You must acquire and assign a SQL Server 2012 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

- You do not need CALs for any of your servers licensed to run instances of the server software.
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

(b) **Types of CALs.** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

(c) **Reassignment of CALs.** You may

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

3.6 **Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software; as such, it may only be used in conjunction with the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. A CAL permits you to access instances of only the Runtime-Restricted User version of the server software licensed and delivered to you as part of the Unified Solution, in accordance with the other terms of the agreement.

ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

4.1 **Alternative Versions**

The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.

4.2 **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

4.3 **Multiplexing.** Hardware or software you use to

- pool connections,
- reroute information, or
- reduce the number of devices or users that directly access or use the software

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.

4.4 **No Separation of Server Software.** You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

4.5 **Fail-over Server.** For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server. However, if you have licensed the server software under section 2.2(a) and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have

licensed the server software under section 2.2(b), the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run.

4.6 **SQL Server Reporting Services Map Report Item.** The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps APIs"). The purpose of these features is to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use them to create and view dynamic or static documents. This may be done only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps APIs. You may not use the following for any purpose even if they are available through the Bing Maps APIs:

- Bing Maps APIs to provide sensor based guidance/routing, or
- any Road Traffic Data or Bird's Eye Imagery (or associated metadata.

Your use of the Bing Maps APIs and associated content is also subject to the additional terms and conditions at go.microsoft.com/fwlink/?LinkId=21969.

4.7 **Included Microsoft Programs.** The software includes other Microsoft programs listed at http://go.microsoft.com/fwlink/?LinkID=231864, which are licensed under the terms and conditions associated with them. You may only use these programs in conjunction with the software licensed here. If you do not accept the license terms associated with a program, you may not use that program.

5 **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

6 **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

7 **.NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software

8 **MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

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13 **ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

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15 **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the "Unified Solution") delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The transfer must include the software and the Proof of License label. The first user may not retain any instances of the software unless that user also retains another license for the software.

16 **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

17 **ENTIRE AGREEMENT.** This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

18 **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

19 **NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**

20 **NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.**

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22 **FOR AUSTRALIA ONLY. References to "Limited Warranty" are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.**

If the Australian Consumer Law applies to your purchase, the following applies to you: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Microsoft® SQL Server™ 2012, Standard Edition (Core-based Runtime) Software

OVERVIEW.

1.1 Software. The software includes

- server software, and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

1.2 License Model. The software is licensed based on either the:

- **Core License Model** – the number of physical and/or virtual cores in the server; or
- **Server + Client** – the number of instances of server software that you run, and the number of devices and users that access instances of server software.

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- **Run an Instance.** You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment ("OSE").** An "operating system environment" or "OSE" is
  - (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and
  - (ii) instances of applications, if any, configured to run on the operating system instance or parts identified above. A physical

hardware system can have either or both of the following:

- one physical operating system environment;
- one or more virtual operating system environments.

A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
- **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.
- **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
- **Assigning a License.** To assign a license is to designate that license to a server, device or user as indicated below.
- **Core Factor.** The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.

USE RIGHTS FOR CORE LICENSE MODEL.

2.1 Licensing a Server. Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.

2.2 Determining the Number of Licenses Required. You have two license options:

(a) Physical Cores on a Server. You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at http://go.microsoft.com/fwlink/?LinkID=229882.

(b) Individual Virtual OSE. You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

2.3 Assigning the Required Number of Licenses to the Server.

Initial Assignment. After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the "licensed server" for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

Reassignment. You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

2.4 Running Instances of the Server Software. Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

(a) Physical Cores on a Server. For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.

(b) Individual Virtual OSEs. For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b) , you have the right to run any number of instances of the software in that virtual OSE.

2.5 Running Instances of the Additional Software. You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK

- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

2.6 Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights listed below for each software license you acquire.

(a) You may create any number of instances of the server software and additional software.

(b) You may store instances of the server software and additional software on any of your servers or storage media.

(c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

2.7 No Client Access Licenses (CALs) Required for Access. Under this core license model, you do not need CALs for users or devices to access your instances of the server software.

2.8 Runtime-Restricted Use Software. The software is "Runtime-Restricted Use" software; as such, it may only be used to run the Unified Solution solely as part of the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.

USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL

3.1 Assigning the License to the Server.

(a) Initial Assignment. Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the "licensed server" for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.

(b) Reassignment. You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

3.2 Running Instances of the Server Software. For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.

3.3 Running Instances of the Additional Software. You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

3.4 Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights listed below for each software license you acquire.

(a) You may create any number of instances of the server software and additional software.

(b) You may store instances of the server software and additional software on any of your servers or storage media.

(c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

3.5 Client Access Licenses (CALs).

(a) Initial Assignment of CALs. You must acquire and assign a SQL Server 2012 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

- You do not need CALs for any of your servers licensed to run instances of the server software.
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

(b) Types of CALs. There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

(c) Reassignment of CALs. You may

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

4.1 Alternative Versions.

The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.

4.2 **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

4.3 **Multiplexing.** Hardware or software you use to

- pool connections,
- reroute information, or
- reduce the number of devices or users that directly access or use the software

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.

4.4 **No Separation of Server Software.** You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

4.5 **Fail-over Server.** For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server. However, if you have licensed the server software under section 2.2(a) and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under section 2.2(b), the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run.

4.6 **SQL Server Reporting Services Map Report Item.** The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps APIs"). The purpose of these features is to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use them to create and view dynamic or static documents. This may be done only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps APIs. You may not use the following for any purpose even if they are available through the Bing Maps APIs:

- Bing Maps APIs to provide sensor based guidance/routing, or
- any Road Traffic Data or Bird's Eye Imagery (or associated metadata.

Your use of the Bing Maps APIs and associated content is also subject to the additional terms and conditions at go.microsoft.com/fwlink/?LinkId=21969.

4.7 **Included Microsoft Programs.** The software includes other Microsoft programs listed at http://go.microsoft.com/fwlink/?LinkID=231864, which are licensed under the terms and conditions associated with them. You may only use these programs in conjunction with the software licensed here. If you do not accept the license terms associated with a program, you may not use that program.

5 **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancelthem at any time.

6 **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

7 **.NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software

8 **MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

9 **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software, including any application programming interfaces included in the software, for others to copy;
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software;
Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

10 **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.

11 **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

12 **NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."

13 **ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a QualifiedEducational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

14 **PROOF OF LICENSE.** If you acquired the software on a disc or other media, a genuine Microsoft Proof of License label with a genuine copy of the software identifies licensed software. To be valid, this label must appear on Microsoft packaging and may not be transferred separately. If you receive the label separately, it is invalid. You should keep the packaging that has the label on it to prove that you are licensed to use the software. To identify genuine Microsoft software, see www.howtotell.com.

15 **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the "Unified Solution") delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The transfer must include the software and the Proof of License label. The first user may not retain any instances of the software unless that user also retains another license for the software.

16 **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

17 **ENTIRE AGREEMENT.** This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

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18 **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

19 **NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**

20 **NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.**

21 **NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US$250.00).**

22 **FOR AUSTRALIA ONLY. References to "Limited Warranty" are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.**

If the Australian Consumer Law applies to your purchase, the following applies to you: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Exhibit 5 - Pass Through Terms for Directories

1. COPYRIGHT NOTICES FOR ADDRESS DIRECTORIES:

Country	Vendor	Copyright Notice
Australia	Australia Post	© Copyright the Australian Postal Corporation 2016. All rights reserved. No part of this document may be reproduced, adapted or transmitted in any form or by any means without the express written permission of Australia Post.
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2. AUSTRALIA ADDRESS DIRECTORY (AUSTRALIAN POSTAL CORPORATION):

1 Interpretation

1.1 Definitions

"Agreement" means this agreement for the supply and license of the Solution to the End User, and includes the Schedules.

"Australia Post" means the Australian Postal Corporation, including, where permitted by context, all of the Australia Post's officers, employees, agents and contractors.

"Business Day" means a day other than a Saturday, Sunday or gazetted public holiday in Victoria, Australia or an Australia Post authorised holiday.

"Claim" means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at Law, in equity, under statute or otherwise.

"Corporate Group" means a group of Single Legal Entities consisting of the Corporate Group Owner and up to nine nominated Subsidiaries (as defined in the Corporates Act) of the Corporate Group Owner.

"Corporate Group Owner" means a Single Legal Entity that is the Holding Company (as defined in the Corporations Act) of each of the other entities of the Corporate Group.

"Corporations Act" means the Corporations Act 2001 (Cth). "End User" means a Single Legal Entity or Corporate Group Owner authorised to use the Solution granted by the Licensor in accordance with this Agreement.

"Intellectual Property Rights" means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, know-how, confidential information, patents, inventions, domain names and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

"Loss" means any damage, loss, cost and expense (including legal and other professional advisors' costs and expenses) suffered by a party. "Material Term" means clauses 3.1c), 3.1d) and 4 of this Agreement.

"Permitted Purpose" means the permitted purpose as defined in the relevant Schedule. "Personal Information" has the meaning given in the Privacy Act 1988 (Cth) (as amended).

"Australia Post Data" means each data set which is supplied and licensed to the Licensor by Australia Post, and licensed by the Licensor to the End User, as specified in each Schedule.

"Privacy Law" means all Commonwealth, State and Territory legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to the Personal Information including, but not limited to the Privacy Act 1988 (as amended from time to time). "Prohibited Purpose" means each of the prohibited purposes as defined in the relevant Schedule.

"Related Body Corporate" has the meaning in the Corporations Act. "Representative" of a party includes an employee, agent, officer, director, adviser, contractor or sub-contractor of that party or of a Related Body Corporate of that party.

"Single Legal Entity"

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means an individual person, body corporate or other legal entity and for the purposes of the government means an individual Agency as defined under the Financial Management and Accountability Act 1997 or an individual Commonwealth authority or company under the Commonwealth Authorities and Companies Act 1997.

"Solution"

means the Licensor's solution (including software, products and / or services) which incorporates, reproduces, embodies or utilises the Australia Post Data or its derivative works, and licensed to the End User under this End User Agreement.

"Subsidiary" has the meaning given in the Corporations Act.

2 Licence

2.1 Licensor grants to the End User a non-exclusive, non-transferable, revocable licence for the term of this Agreement to use the Solution solely for the Permitted Purposes in respect of each applicable Schedule in accordance with the terms and conditions set out in this Agreement and the applicable Schedule, subject to any conditions and restrictions specified in the Permitted Purpose.

2.2 If a Schedule includes other terms and conditions, then those terms and conditions will apply, but only in respect of that Schedule.

2.3 Any rights not specifically granted to the End User under this Agreement are reserved to the extent permitted by law. Without limiting the previous sentence, the End User must not use the Solution for any Prohibited Purpose. To the extent that a particular purpose falls within the definition of both a Permitted Purpose and a Prohibited Purpose in a Schedule, such purpose is considered a Prohibited Purpose for the purposes of that Schedule.

2.4 For the avoidance of doubt, the End User shall not:

- **a)** reproduce, copy, modify, amend, assign, distribute, transfer, sub-license, reverse assemble or reverse compile, merge or otherwise deal with, exploit or commercialise the whole or any part of the Australia Post Data (or directly or indirectly allow or cause a third party to do the same) including by using the Australia Post Data to derive other solutions (including software, products and/or services) unless expressly stated otherwise in this Agreement; and
- **b)** create a Product (as defined below) or other derivative works from the Australia Post Data to commercialise as their own, unless that Product is solely for one of the End User's Permitted Purpose. "Product" means anything produced by End User which consists of, incorporates or is created using any part of the Australia Post Data and which may be produced in any form, including any device, solution, software or database and which may be in written form or produced electronically.

2.5 This clause 2 (and the Prohibited Purposes) do not prevent the End User from disclosing Australia Post Data to the extent that it is required by law to disclose the Australia Post Data, provided that the End User use all reasonable and legal means to minimise the extent of disclosure, and require the recipient to keep the Australia Post Data confidential.

3 Warranties and Acknowledgements

3.1 The End User represents and warrants that:

- **a)** it has full capacity, power and authority to enter into this Agreement;
- **b)** it will fully and completely comply with all of the terms and conditions of this Agreement);
- **c)** it will only use the Solution for the Permitted Purposes and in accordance with the terms and conditions set out in this Agreement;
- **d)** it will not use the Solution for any Prohibited Purpose;
- **e)** it will not make any representation, statement or promise in respect of Australia Post, and has no authority to do so; and
- **f)** it has not relied on any representation made by Australia Post in entering into the Agreement.

3.2 Without limiting clause 3.1, the End User acknowledges and agrees that, to the extent permitted by law:

- **a)** Australia Post does not make any representation or warranty as to the accuracy, content, completeness or operation of the Australia Post Data or to them being virus free;
- **b)** the Australia Post Data is not complete and it may contain errors; and
- **c)** the Australia Post Data may include data sourced from third parties. The End User agrees to comply with any third party terms and conditions which the End User is notified apply to the third party data referenced in this Agreement.

4 Confidentiality and Security

4.1 The End User must ensure that while the Solution is in its possession or control:

- **a)** it provides proper and secure storage for the Solution; and
- **b)** use the same level of security to protect the Solution that it uses to protect its own confidential information (but no less than the level of security a reasonable person would take to protect the confidential information);
- **c)** it takes all reasonable steps to ensure that the Solution is protected at all times from unauthorised access, misuse, damage or destruction.

4.2 The provisions of clause 4 apply to all forms of media upon which the Solution is kept or transmitted.

4.3 The End User will ensure that all copies of the Solution are dealt with in accordance with the Licensor's or Australia Post's reasonable directions.

4.4 This clause 4 will survive termination or expiry of the Agreement.

5 Privacy

5.1 The parties acknowledge that while the Solution may not, on its own, constitute Personal Information, its use may result in the identity of individuals being reasonably ascertainable.

5.2 The End User agrees:

- **a)** that it is responsible for ensuring that its exercise of rights under this Agreement and the use of the Solution do not infringe any Privacy Law;
- **b)** to use or disclose Personal Information obtained during the course of this Agreement only for the purposes of this Agreement;
- **c)** to take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification, or disclosure;
- **d)** not to do any act or engage in any practice that would breach any Privacy Law;
- **e)** to immediately notify the Licensor if the End User becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause whether by the End User, its Related Body Corporate or any of its Representatives;
- **f)** to cooperate with any reasonable demands or inquiries made by Australia Post on the basis of the exercise of the functions of the Office of the Australian Information Commissioner (OAIC) under Privacy Law or the Postal Industry Ombudsman under the Australian Postal Corporation Act 1989;
- **g)** to ensure that any person who has access to any Personal Information is made aware of, and undertakes in writing, to observe Privacy Law and other obligations referred to in this clause;
- **h)** to comply, as far as practicable, with any policy guidelines issued by the OAIC from time to time relating to the handling of Personal Information; and
- **i)** to comply with any direction given by Australia Post to observe any recommendation of the OAIC or the Postal Industry Ombudsman relating to acts or practices of the End User that the OAIC or the Postal Industry Ombudsman consider to be in breach of the obligations in this clause.

5.3 This clause 5 will survive termination or expiry of the Agreement.

6 Intellectual Property Rights

6.1 The End User agrees that all Intellectual Property Rights in the Australia Post Data are and shall remain the sole property of Australia Post or its licensors.

6.2 The End User must notify the Licensor as soon as practicable if it becomes aware of any actual, suspected or anticipated infringement of Intellectual Property Rights in the Solution or in the Australia Post Data.

6.3 The End User must render all reasonable assistance to the Licensor and/or Australia Post in relation to any actual, suspected or anticipated infringement referred to in clause 6.2.

6.4 If a third party makes a Claim against the End User alleging that the Solution infringes the Intellectual Property Rights of the third party, the End User must immediately allow the Licensor (or Australia Post, if Australia Post directs) the right to control the defence of the claim and any related settlement negotiations.

6.5 This clause 6 will survive termination or expiry of the Agreement.

7 Audit

7.1 End User shall provide Australia Post and/or its agents reasonable accompanied access upon reasonable prior notice, during 9am and 5pm on a Business Day, to its premises, accounts and records relevant to the Agreement, for the purpose of verifying and monitoring the End User's obligations under the Agreement (the "Audit") and shall provide all reasonable cooperation and assistance in relation tothe Audit.

7.2 If it is identified (through the Audit or otherwise) that the End User has not complied with an obligation under this Agreement, then without limiting any other rights or remedies, upon the request of Licensor, the End User will promptly take all necessary steps to rectify and / or remedy such non-compliance.

7.3 The cost of any Audit carried out under clause 7.1 shall be borne by Australia Post unless the Audit reveals a material breach by the End User of its obligation under this Agreement, in which case Australia Post shall be entitled to be reimbursed by the End User for all reasonable costs of the Audit (including any agent's fees) and the End User shall so reimburse Australia Post within twenty (20) Business Days of such request.

7.4 For the avoidance of doubt, a "material breach" for the purposes of this clause 7 includes, without limitation, any breach of clause 6 in respect of Australia Post's Intellectual Property Rights, or any breach of this Agreement.

7.5 Where the End User does not grant access to Australia Post and/or any of its agents for the purposes of an Audit in accordance with this clause 7 then the End User must pay Australia Post all reasonable costs incurred by Australia Post in connection with such attempted Audit within twenty (20) Business Days of the date of Australia Post's invoice in respect of the same, and Australia Post may by written notice immediately suspend the supply and the End User's use of the Solution.

8 Liability

Australia Post not liable

8.1 To the extent permitted by law, Australia Post is not liable to the End User for any Claim or Loss whatsoever suffered, or that may be suffered as a result of or in connection with this Agreement, and the End User releases Australia Post irrevocably releases and discharges Australia Post from all such Claims and Losses.

8.2 Clause 8.1 will not apply to any Claim or Loss suffered by the End User arising out of any fraud or wilful misconduct of AustraliaPost.

8.3 Without limiting clause 8.1, to the extent permitted by law, Australia Post will not be liable to the End User for any loss of profit, revenue or business, indirect, consequential, special or incidental Loss suffered or incurred by the End User arising out of or in connection with this Agreement, whether in contract, tort, equity or otherwise. This exclusion applies even if those Losses may reasonably be supposed to have been in contemplation of both parties as a probable result of any breach at the time they entered into this Agreement.

Indemnity

8.4 The End User must defend and indemnify each of the Licensor and Australia Post and its Representatives (those indemnified) from and against all Losses suffered or incurred by and of those indemnified to the extent that those Losses are suffered as a result of, whether directly or indirectly, of:

- **a)** any breach of a Material Term by the End User or its Representatives;
- **b)** any unlawful act by the End User or its Representative in connection with this Agreement;
- **c)** any illness, injury or death to any person arising out of or in connection with the performance of this Agreement to the extent caused or contributed to by the negligent or wrongful act or omission of the End User or its Representative; or
- **d)** any loss or damage to any property of any person, arising out of or in connection with the performance of this Agreement to the extent caused or contributed to by the negligent or wrongful act or omission of the End User or its Representative,

except to the extent that the Loss is directly caused by the negligence, fraud or wilful misconduct or wrongful act or omission of those indemnified.

8.5 This clause 8 will survive termination or expiry of the Agreement.

9 Suspension and Termination

9.1 The Licensor may limit, suspend or terminate the End User's rights under this Agreement at any time upon notice when, and for the duration of the period during which:

- **a)** the End User contravenes (or is believed on reasonable grounds to be in possible contravention of) any law of the Commonwealth or of a State or Territory;
- **b)** the End User breaches the terms of the Agreement and the breach is not remedied within 14 days after receipt of notice from the Licensor specifying the breach and its intention to terminate the Agreement by reason of such breach; or
- **c)** the End User commits a material breach of the Agreement which is not capable of remedy; or
- **d)** in the reasonable opinion of the Licensor, the End User is acting in a manner or providing a Solution which has the effect or potential to damage the reputation of Australia Post which is not remedied within 14 days after receipt of notice from Australia Post or the Licensor specifying the issues; or
- **e)** the licensed right granted by Australia Post to the Licensor for the licensing of the Australia Post Data has been suspended or terminated.

9.2 The End User acknowledges that the Licensor may exercise its rights under clause 9.1 in accordance with the directions of Australia Post.

9.3 The termination, surrender or expiry of this Agreement for any reason will not extinguish or otherwise affect:

- **a)** any rights of either party against the other which accrued before the termination, surrender or expiry and which remain unsatisfied;or
- **b)** any other provisions of this Agreement which are expressly stated to, or which by their nature, survive termination, surrender or expiry of this Agreement.

9.4 If this Agreement is surrendered, terminated or expires, for any reason whatsoever, then the following provision of this clause will apply notwithstanding such surrender, termination or expiry the End User must cease using the Solution and the Australia Post Data and undertakes that it will destroy all copies, reproductions or adaptations of the Solution and Australia Post Data, or any part thereof made, held or controlled by it and, promptly upon written request from the Licensor, deliver a statutory declaration sworn by an authorised representative of the End User confirming that all copies, reproductions or adaptations of the Solution and Australia Post Data, and any part thereof, have been destroyed.

10 Variation

10.1 Pursuant to the agreement between the Licensor and Australia Post under which the Licensor is granted a licence to the Australia Post Data, Australia Post reserves the right to vary the terms of that agreement from time to time in certain circumstances. To the extent that those variations require a corresponding variation to the terms of this Agreement, the Licensor may do so, provided that the Licensor gives the End User reasonable prior written notice of such variation (having regard to the period of notice received by the Licensor). The End User undertakes to do all things (including executing and entering into such amendment or restatement deed) as reasonably required by the Licensor to formalise and give effect to any and all variations made by the Licensor under this clause 10.1.

11 Changes in Legislation

11.1 Notwithstanding any other provision of this Agreement, the End User acknowledges and agrees that Australia Post and / or the Licensor must comply with any future legislation and / or Government policy which imposes binding restrictions or limitations on Australia Post's or the Licensor's use of the Australia Post Data, including any restrictions or limitations relating to the supply of Australia Post Data or elements thereof to any person, and the terms of this Agreement, and the End User's agreements with any other parties, will be variedaccordingly.

12 Corporate Group Owner

12.1 This clause 12 applies if the End User is a Corporate Group Owner.

12.2 The Corporate Group for the purposes of this Agreement consists of entities identified in writing as Corporate Group entities. Licensee to identify the entities (up to 10 in total, including the Corporate Group Owner) forming the Corporate Group.

12.3 The End User must ensure, and warrants that:

- **a)** each entity of the Corporate Group is a Subsidiary of the End User at all times during the term of this Agreement;and

b) each entity of the Corporate Group is a Single Legal Entity.

12.4 The End User may permit any or all members of the Corporate Group to enjoy the benefit of the licence granted to the End User under clause 2, subject to the following conditions:

a) the End User must ensure that all of the Corporate Group members comply with this Agreement, and do not do or omit to do anything that, if done by the End User, would be a breach of this Agreement;

b) the End User is responsible for all acts and omissions of the Corporate Group members as if they were acts and omissions of the End User; and

c) all uses of the Solution and Australia Post Data by the Corporate Group members are deemed to be uses by the End User.

13 Relationship with Australia Post

a) the Licensor holds the benefit of all of the provisions of this Agreement that refer to Australia Post on trust for the benefit of itself and Australia Post, and the Licensor may reasonably enforce those provisions on behalf of Australia Post.

14 General

14.1 The End User shall not, without the Licensor's prior written consent which may be provided or withheld in its absolute discretion, assign or sub- contract any of its rights and obligations under this Agreement.

14.2 The Licensor holds the benefit of all of the provisions of this Agreement that refer to Australia Post on trust for the benefit of itself and Australia Post, and the Licensor may enforce those provisions on behalf of Australia Post.

The Agreement is governed by the law in Victoria, Australia and each party submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them.

3. AUSTRIA ADDRESS DIRECTORY (ÖSTERREICHISCHE POST):

This product cannot be used by Licensees who conduct business in address publishing and service providing.
Licensees are only allowed to use the product for own internal purposes. This product cannot be used by Licensees who conduct business in address publishing and service providing. If a Licensee conducts business in that area, Licensee is responsible for obtaining a valid license directly from the provider.
Licensees are only allowed to use the product for own internal validation purposes. Licensees are not allowed to use the data to provide any services to any other legal entity. If Licensee wishes to provide services to any other legal entity,
Licensee is responsible for obtaining a valid license directly from the provider. Any use within another legal entity requires a separate license. "Internet Application Use" shall mean the use of the Software Products at End User's site being accessible by third parties. Such accessible to third parties is restricted to End User's own internal business purposes.
"Offline Use" shall mean the use by End User as on premise business model.

4. CANADA (CANADA POST)

1. **Licensee** acknowledges that under the Agreement of which this Software Use Rights document Exhibit 5 forms an integral part (hereinafter referred to as the "Agreement"), **Licensee** has been licensed to use SAP's product, **Authorized Value Added Products**, as the base for developing a further enhanced value-added product (the "Enhanced Value-added Product") for the purposes of (a) sublicensing the Enhanced Value-added Product to users who shall have no further sublicensing or distribution rights, or (b) providing value-added services using the Enhanced Value-added Product that cannot be provided by **Authorized Value Added Products**, or both (a) and (b). **Licensee** further acknowledges that the data components of **Authorized Value Added Products**, or the data in the files required in order to use **Authorized Value Added Products**, were acquired by SAP from third parties and that, relative to those third party data suppliers, SAP is a licensee and **Licensee** is a sublicensee (hereinafter such data components or data files referred to as the "Licensed Content").

One such third party supplier is Canada Post Corporation ("Canada Post") who has granted SAP certain rights with respect to certain Canada Post Data (the "CP Licensed Data") under which SAP may include the CP Licensed Data, in whole or in part, in the Licensed Content and distribute the same to its sublicensees of the Enhanced Value-added Product subject to the sublicensee's (in this case **Licensee**'s) prior agreement to the terms and conditions set out in these Minimum Protective Terms.

2. **Licensee** acknowledges that Canada Post is the owner of the copyright in the Canada Post Data. **Licensee** acknowledges that it is only licensed to use the CP Licensed Data in conjunction with **Authorized Value Added Products** and the Enhanced Value-added Product. **Licensee** acknowledges that it may only grant rights to third parties to use the CP Licensed Product in conjunction with the Enhanced Value-added Product. Without limiting the generality of the preceding sentence, **Licensee** has no right to distribute any CP Licensed Data on a stand-alone basis or for the purposes of use with any product other than the Enhanced Value-added Product.

3. **Licensee** acknowledges, and agrees to provide notice to parties to whom it distributes the Enhanced Value-added Product, that the damages that Canada Post may incur as a result of parties using out-of-date data for mail preparation include costs that Canada Post will incur in processing and delivering that mail. Such costs include, but are not limited to, the costs incurred by Canada Post

(i) for the manual readdressing and resorting of mail that was diverted from the normal automated mail processing stream because it was addressed with an invalid address, or the Postal Code^{OM} element of the address was invalid, or

(ii) if the mail was delivered to the wrong address as a result of having been addressed with an invalid address, or as a result of the Postal Code^{OM} element of the address being invalid, the cost of the original sorting, processing and delivery of the mail as well as the extra costs incurred for the manual readdressing and resorting of the mail.

(Postal Code is an official mark of Canada Post.)

4. In order to reduce the risk of Canada Post suffering damages as a result of out-of-date data being used for mail preparation and given that CP Licensed Data will be distributed as a component of the Licensed Content, **Licensee** agrees

(a) not to distribute the Licensed Content until after **Licensee** has put in place safeguards to reduce the risk of "data scraping" or "bulk downloads of data"; **Licensee** agrees to keep abreast of developments in technology and to update the safeguards in place to further reduce such risks as improved technology becomes available from time to time, and

(b) to ensure that the parties to whom the CP Licensed Data is distributed, whether as a component of the Enhanced Value-added Product or as a, or component of a, data file, to be used in conjunction with an Enhanced Value-added Product, are informed that the same is not to be used for mail preparation purposes and that this prohibition applies, without limitation, to each of the following:

(i) addressing mail;
(ii) presorting addressed mail;
(iii) preparing unaddressed mail by householder count for delivery.

5. **Licensee** also acknowledges that if it develops any product that uses data for which the original source of that data is Canada Post, which product is intended to be used for any of the purposes listed in clause 4(b)(i), (ii) or (iii), **Licensee** has no right to use or distribute such a product or to offer any services in relation to such a product unless **Licensee** has a then current right to do so under a written agreement signed by both **Licensee** and Canada Post.

6. **Licensee** agrees to include

(a) in the hard copy or electronic copy of the license agreements, which **Licensee** represents will accompany all copies of the Enhanced Value- added Product and of the Licensed Content distributed by **Licensee** that contain CP Licensed Data, and

(b) on the start-up screen of the Enhanced Value-added Product and in the terms and conditions of use posted on any website by which a user may access the Enhanced Value-added Product,

a notice stating that the Enhanced Value-added Product contains data copied under license from Canada Post Corporation and indicating the date of the Canada Post Corporation data file (or the date of the earliest Canada Post Corporation data file, if more than one) from which the data was copied. Where the language of the **Licensee** product or service is French, **Licensee** shall use the French version of the *pro forma* notice that is set out further on below, but if the product or service is in a language other than English or French, **Licensee** shall include the equivalent notice but in the relevant language. Each such notice shall be tailored with the appropriate information by replacing the "**[Insert...]**"/ « **[Indiquez...]** » « **[Insérez...]** » instructions with the information contemplated:

"This **[Insert appropriate reference to medium, i.e. diskette, tape, etc.]** contains data copied under license from Canada Post Corporation. The Canada Post Corporation file from which this data was copied is dated **[Insert date]**."

French version of the *pro forma* notice

"**[Indiquez le support approprié, c'est-à-dire «Cette disquette», « Cette bande magnétique», etc.]** contient des données qui ont été reproduites avec l'autorisation de la Société canadienne des postes. Le fichier de la Société canadienne des postes d'où proviennent ces données est daté du **[Insérez la date]**."

7. **Licensee** acknowledges that the CP Licensed Data is licensed to **Licensee** on an "as is" basis and that Canada Post makes no guarantees, representations or warranties respecting the CP Licensed Data, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose. **Licensee** will include a provision in its terms of use requiring a user of the CP Licensed Data to acknowledge that the CP Licensed Data is licensed on an "as is" basis and that Canada Post makes no guarantees, representations or warranties respecting the CP Licensed Data, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.

8. Neither SAP nor Canada Post shall be liable in respect of any claims whatsoever alleging any loss, injury or damages, direct or indirect, which may result from **Licensee**'s, or any of its user's, possession or use of the CP Licensed Data. Neither SAP nor Canada Post shall be liable in any way for loss of revenue or contracts, or any other consequential loss of any kind resulting from any defect in the CP Licensed Data.

9. **Licensee** shall indemnify Canada Post and its officers, employees and agents from all claims whatsoever alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of **Licensee**'s possession or use of the Licensed Content. **Licensee** will include a provision in its terms of use requiring a user of the CP Licensed Data to indemnify Canada Post and its officers, employees and agents from all claims whatsoever alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of such user's possession or use of the CP Licensed Data.

5. FINLAND

Service Description and Terms of Use for Finland POSTAL CODE SERVICES provided through Itella

Effective: January 1, 2013

1. SERVICES

The services consist of the postal code system and basic and changed information contained by domestic address files in a fixed format.

2. TERMS OF USE FOR THE SERVICES

The following terms of use for the service apply.

2.1 USING THE SERVICES

The information provided is always based on the information included in Itella's postal code system. The system data is based on information provided for Itella by municipalities and postal code information updated by Itella. Itella does not check the information received from municipalities.

Itella delivers the information available to self-service channels.

2.2 THE CUSTOMER'S RESPONSIBILITIES

The customer is responsible for retrieving the postal code material, unpacking packaged files, handling and using the material, and updating its systems.

The customer is responsible for ensuring that, upon any disclosure of the material to third parties, the recipient also receives the updated service description and terms of use.

2.3 ITELLA'S RESPONSIBILITIES

Itella is responsible for offering updated information available for retrieval on time as set out in the service description, unless otherwise stated later in this section. Itella is not responsible for damage caused by delayed, altered, or lost data due to equipment failure, communications or system disruptions, or other similar reasons.

Itella does not guarantee that the information is fully faultless. There may be errors in the information caused by recurring changes or the party reporting the changes. Itella is not responsible for errors in information that were not caused by Itella's negligence.

Itella is not responsible for any information user obligations towards third parties.

Itella is not responsible for the uninterrupted availability of service channels or the updating frequency of the information.

2.4 LIMITATION OF THE SERVICES

In the services, information about Åland Islands is only at a postal code level without any street data. The services contain information about public postal codes.

6. GERMANY ADDRESS DIRECTORY (DEUTSCHE POST DIREKT):

Licensees are not allowed to use the data to provide any services to any other third party. Licensees are especially not allowed to distribute the product any further. Licensees are only allowed to use the data for own internal validation purposes. Licensees are not allowed to use the data to provide any services to any other legal entity. If Licensee wishes to provide services to any other legal entity, Licensee is responsible for obtaining a valid license directly from the provider. Any use within another legal entity requires a separate license. Licensees are not allowed to distribute the product any further.

7. HERE MAP DATA BY HERE (HERE):

The data ("Data") is provided for Licensee's internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, HERE and HERE Suppliers on the other hand.

© 2008 HERE. All rights reserved.

The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario, © Canada Post Corporation, GeoBase© Department of Natural Resources Canada

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The following trademarks and registrations are owned by the USPS: United States Postal Service, USPS, and ZIP+4.

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Restrictions. Except where Licensee has been specifically licensed to do so by SAP, and without limiting the preceding paragraph, Licensee may not
(a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.
Warning. The Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.
No Warranty. This Data is provided to you "as is," and Licensee agrees to use it at its own risk. HERE and HERE SUPPLIERS make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.
Disclaimer of Warranty: HERE and HERE SUPPLIERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE,
MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.
Disclaimer of Liability: HERE and HERE SUPPLIERS SHALL NOT BE LIABLE: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE INFORMATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF LICENCEE's USE OF OR INABILITY TO USE THIS INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF CLIENT OR
ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to Licensee.
Indemnification: Licensee shall indemnify and save harmless HERE and HERE Suppliers, including Her Majesty The Queen, The Canada Post and the Department of Natural Resources Canada, and their officers, employees and agent: from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the use or possession of the data or the Data.
Government End Users. If the Data is being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, the Data is a "commercial item" as that term is defined at 48 C.F.R. ("FAR") 2.101, is licensed in accordance with these Pass Through Terms, and each copy of Data delivered or otherwise furnished shall be marked and embedded as appropriate with the following "Notice of Use," and shall be treated in accordance with such Notice:
Notice of Use
Contractor (Manufacturer/ Supplier) Name: HERE
Contractor (Manufacturer/Supplier) Address: 425 W. Randolph Street, Chicago, Illinois 60606
This Data is a commercial item as defined in FAR 2.101 and is subject to these End-User Term under which this Data was provided.
© 2008 HERE – All rights reserved.
The Data may include or reflect data of licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada. Such data is licensed on an "as is" basis. The licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada, make no guarantees, representations or warranties respecting such data, either express or implied, arising bylaw or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose. The licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada, shall not be liable in respect of any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action alleging any loss, injury or damages, direct or indirect, which may result from the use or possession of the data or the Data. The licensors, including Her Majesty, Canada Post and the Department of Natural Resources Canada, shall not be liable in any way for loss of revenues or contracts, or any other consequential loss of any kind resulting from any defect in the data or the Data.
End User shall indemnify and save harmless the licensors, including Her Majesty the Queen, the Canada Post and the Department of Natural Resources Canada, and their officers, employees and agents from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the use or possession of the data or the Data.
If Data for additional countries is included or distributed in connection with software products of SAP, or if Licensee uses data from relevant countries the following supplier terms/copyright notices shall be included in the Licensee Terms as applicable:

Territory	Notice
Australia	"Copyright. Based on data provided under license from PSMA Australia Limited (www.psma.com.au)."
Austria	"© Bundesamt für Eich- und Vermessungswesen"
Croatia, Cyprus, Estonia, Latvia, Lithuania, Moldova, Poland, Slovenia and/or Ukraine	"© EuroGeographics"
France	The following notice must appear on all copies of the Data, and may also appear on packaging: "source: © IGN 2009 – BD TOPO ®"
Germany	"Die Grundlagendaten wurden mit Genehmigung der zuständigen Behörden entnommen" or "Die Grundlagendaten wurden mit Genehmigung der zustaendigen Behoerden entnommen."
Great Britain	"Based upon Crown Copyright material."
Greece	"Copyright Geomatics Ltd."
Hungary	"Copyright © 2003; Top-Map Ltd."

Italy	"La Banca Dati Italiana è stata prodotta usando quale riferimento anche cartografia numerica ed al tratto prodotta e fornita dalla Regione Toscana."
Norway	"Copyright © 2000; Norwegian Mapping Authority"
Portugal	"Source: IgeoE – Portugal"
Spain	"Información geográfica propiedad del CNIG"
Sweden	"Based upon electronic dataNational Land Survey Sweden."
Switzerland	"Topografische Grundlage: Bundesamt für Landestopographie."

8. MEXICO:

The terms and conditions of the data provider HERE listed under Section 7 of this Exhibit 5, "HERE map data by HERE (HERE)" apply as Pass Through Terms for the Directory of Mexico.

9. NETHERLANDS (CENDRIS):

For the purposes of these Netherlands Address Directory third party pass-through terms, "End User" or Corporate End User" shall mean the purchaser of the Package (whether directly through an SAP company or through a reseller), being the legal entity that enters into a software license agreement with an SAP company or a reseller for its own internal use and/or its Affiliates internal use of the Package; "Postcode Table and Supplementary Products" shall mean the file with all the cities/towns, streets and postcodes in the Netherlands, along with the corresponding house numbers or series of house numbers; and "Additional Products" shall mean products supporting the use of the Postcode Table.

End User is only permitted to use the Package for internal use.

End User is not permitted to deliver the Postcode and Address File and/or Additional Products (irrespective of whether they are integrated into the Package) to third parties.

10. NEW ZEALAND (NEW ZEALAND POST):

This section contains the terms and conditions specified by New Zealand Post in respect of use of New Zealand Post's Postal Address File as part of the software supplied to you by SAP. Definitions used in this section apply exclusively to this section. In the case of conflict between the defined terms in this section and defined terms in the main body of the Use Rights document, the defined terms in this section shall take precedence solely in relation to use of New Zealand Post's Postal Address File.

Definitions

In this section:

Data means the Postal Address File, as more particularly described at www.nzpost.co.nz/sendright, as such description is amended from time to time.

Documentation means any user and technical documentation supplied by New Zealand Post with the Data to enable SAP, End Users or any of their personnel to use the Data, and any confidential information of New Zealand Post.

End User means any person to whom Data is permitted to be distributed, sold or made available by SAP.

Intellectual Property Rights includes copyright and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trade marks, registered or unregistered designs, circuit layouts, databases, confidential information, know-how, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields anywhere in the world, together with all right, interest or licence in or to any of the foregoing.

Incorporated Software means the software providing the address data services supplied to the End User by SAP which incorporates the Data.

Licensor means New Zealand Post Limited, at Wellington NZ.

i. The End User (and any of its agents and sub-contractors) may only use Data in accordance with the terms of this section, for the End User's internal purposes, and only as part of or in combination with the Incorporated Software and/or any related services provided to it by SAP. The End User must procure that any agents or sub-contractors to whom the Data is provided comply with the terms of this Agreement.

ii. The End User agrees that the Data and the Documentation and all Intellectual Property Rights and other rights in the Data and the Documentation from time to time remain the property of New Zealand Post and its licensors (as the case may be).

iii. The End User must not remove or tamper with any disclaimer or copyright notice attached to or used in relation to Data.

iv. The End User has no right to use any of the trade marks, business names or logos of New Zealand Post unless expressly stated otherwise in any sub-licence granted to the End User by the SAP within the terms of any licence granted by New Zealand Post to SAP.

v. The End User must not at any time (a) copy, reproduce, publish, sell, let, modify, extract or otherwise part with possession of the whole or any part of the Data or relay or disseminate the same to any other party; (b) other than as permitted under (i) above, provide the Data to (or allow the provision of the Data to, or access to the Data of) any agents or sub-contractors of the End User without the prior written consent of New Zealand Post; or (c) sub-license all or any part of the Data to any person, or purport or attempt to do so, in each case, unless expressly permitted otherwise by New Zealand Post in writing.

vi. The End User may make a reasonable number of back-up copies of the Data for security purposes. The End User may only use such back-up copies for archive retention and retrieval purposes, and only during the term of the licence.

vii. If any licence under which a third party grants to New Zealand Post the right to incorporate the third party's material in the Data is terminated, the licence to the End User in respect of that material terminates and the End User must, at New Zealand Post's request, remove the same material from any copies of any Data held by the End User within 90 days.

viii. The End User must not make any statement or claim relating to the Data being approved, recommended or endorsed by New Zealand Post or do anything similar or imply that such is the case, unless New Zealand Post has expressly given its prior written consent to the form and content of such claim.

ix. The End User must comply with the requirements of the Privacy Act 1993 and any other applicable law or regulations relevant to its possession or use of Data.

x. The End User must ensure that its personnel, agents and sub-contractors comply with the above terms as if they were SAP.

xi. The End User acknowledges that New Zealand Post has made no warranty that the Data will be free from errors, omissions, inaccuracies, viruses or other destructive code, or that the Data will be fit for the End User's purpose or for use in any specific technical environment.

xii. On receipt of an update to any Data (including as part of any update of the Incorporated Software) (such updates each being an "**Update"**), the End User must as soon as practicable cease use of any previous version of the Data (and must in any event cease such use by the end of the term of the licence) and commence use of the Update.

xiii. The End User's right to use each Update shall terminate six months after the date on which such Update was released by New Zealand Post. Early termination of SAP's licence from New Zealand Post shall not affect the End User's right to use any Data provided that such early termination was not caused by or connected with any act or omission of the End User.

xiv. The End User must keep the confidential information of New Zealand Post, including the Data, confidential.

xv. The End User acknowledges and agrees that Land Information New Zealand ("**LINZ**") and the Crown hold absolutely and exclusively certain material which has been licensed to New Zealand Post and incorporated into the Data, and that LINZ and the Crown do not assign any copyright or other intellectual property rights in such material either to New Zealand Post, SAP or the End User. The End User further acknowledges and agrees that LINZ and the Crown shall not, in any circumstances, be liable for any loss or damage (even if LINZ or the Crown has been advised of the possibility of such loss or damage, and including, without limitation, any direct loss, indirect loss, consequential loss, loss of profits, business interruption loss or loss of data) suffered by the End User or any other person in connection with this Agreement. In the event that any exclusion of the liability of LINZ or the Crown set out in this clause is inapplicable, or is held unenforceable, the liability of each of LINZ and the Crown under or in connection with this Agreement, or arising out of any use, reproduction, modification, or creation of compilations or derivative works of or from the Data (by the End User or any other person), whether that liability arises in tort (including negligence), equity or any other basis, shall be limited to the fees paid by New Zealand Post for the material incorporated in the Data which gave rise to the loss or damage, exclusive of GST. For the purposes of the Contracts (Privity) Act 1982, this clause confers a benefit on, and is enforceable by, LINZ and the Crown.

xvi. The End User agrees and represents that it is acquiring the Data and any Documentation for the purposes of a business and that the Consumer Guarantees Act 1993 (New Zealand) does not apply.

xvii. The End User must indemnify New Zealand Post and keep New Zealand Post indemnified against any claim, proceeding, damage, liability, loss, cost or expense (including legal costs on a solicitor and own client basis), whether arising in contract, tort (including for negligence) or otherwise, arising out of or in connection with any breach by the End User of any of the above terms or the use of the Data by the End User or any other person

who has obtained the Data from an End User. The End User's total aggregate liability to New Zealand Post under this clause xvii shall not exceed
$250,000.

xviii. New Zealand Post must have rights to enforce the above terms for the purposes of the Contracts (Privity) Act 1982, and is entitled to terminate the End User's right to use any Data if the End User breaches any of those terms.

11. RUSSIA:

The terms and conditions of the data provider HERE listed under Section 7 of this Exhibit 5, "HERE map data by HERE (HERE)" apply as Pass Through Terms for the address data of Russia.

12. SPAIN (DEYDE):

Licensee acknowledges that the DEYDE-STREETFILES, which are used in the Spain Address Directory within all versions of Data Services and Data Quality Management, are the intellectual property of DEYDE.

13. SWITZERLAND ADDRESS DIRECTORY (SCHWEIZERISCHE POST):

Licensees are not allowed to extract any data provided. Licensees are only allowed to use the product for own validation purposes. Licensees are not allowed to use the data to provide any services to any other legal entity. Any use within another legal entity requires a separate license.

14. TOM TOM:

Third Party Restrictions

A. Additional provisions for MultiNet® data of Norway. End User is prohibited from using the MultiNet® data of Norway to create commercial general purpose printed or digital maps, which are similar to the basic national products of the Norwegian Mapping Authority.

B. Additional Provisions with respect to the data for China: End User agrees that any Licensed Product which contains data of China may be subject to additional terms and conditions which shall be provided to End User when available to TomTom. China data may not be exported from China.

C. Additional Provisions with respect to the data for India: End User agrees that any Licensed Product which contains data of India may be subject to additional terms and conditions which shall be provided to End User when available to TomTom.

D. Additional Provisions with respect to the data for Korea: End User agrees that any Licensed Product which contains data of Korea may be subject to additional terms and conditions which shall be provided to Licensee when available to TomTom. Korea data may not be exported from Korea.

E. As of the Effective Date, the following restriction applies to the Licensed TomTom Products: The 6-digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look-up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, an End User may optionally correct or derive Canadian Postal Codes using the Value Added Products, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Value Added Product, and optionally extract data for fleet management purposes.

F. Additional provisions with respect to the Premium Points of Interest North America Licensed Product: It is expressly prohibited to use the Premium Points of Interest North America for (a) telephone call routing related applications; (b) screen pop applications, (c) CD-ROM director of other derivative directory product; (d) verification services; (e) caller name services; and (f) online marketing lead verification services.

Following restrictions will apply to usage of the Brand Icon component:

End User agrees that the use of the Brand Icon component is subject to the terms and conditions set forth in this Agreement and that there may be additional third party terms, conditions and restrictions to which the use of the Brand Icon component will be subject and which will be provided to the End User from time to time in the product release notes.

G. Additional End User provisions:

End User shall not use the Authorized Application to create (or assist in the creation of) a digital map database. A "digital map database" means a database of geospatial data containing the following information and attributes: (x) road geometry and street names; or (y) routing attributes that enable turn-by-turn navigation on such road geometry; or (z) latitude and longitude of individual addresses and house number ranges.

End User shall not use the Authorized Application to provide competitive information about TomTom or its products to third parties. The Authorized Application may not be used for in-flight navigation.

In the event that any End User is a government entity, include language which is substantially the same as the following:

U.S. GOVERNMENT RIGHTS. If End User is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and accompanying documentation, is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the Licensed Product, the construction that provides greater limitations on the Government's rights shall control. Contractor/manufacturer is TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: 603.643. 0330. The Licensed TomTom Products are © 2006-201_ by TomTom. ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Licensed TomTom Products are a trade secret and a proprietary commercial product and not subject to disclosure. If End User is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then End User hereby agrees to protect the Licensed TomTom Products from public disclosure and to consider the Licensed TomTom Products exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Licensed TomTom Products. In the event that such exemption is challenged under any such laws, this agreement shall be considered breached and any and all right to retain any copies or to use of the Licensed TomTom Products shall be terminated and considered immediately null and void. Any copies of the Licensed TomTom Products held by Licensee shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason, this agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Licensed TomTom Products shall immediately be destroyed.

Additional Licensed Product Provisions and Details

A. *Additional Provisions with respect to the MultiNet® data of Norway only.* Licensee is prohibited from using the MultiNet® data of Norway to create general purpose printed or digital maps, which are similar to the basic national products of the Norwegian Mapping Authority. (Any Authorized Application of the MultiNet® data of Norway shall be regarded as similar to the basic national products of the Norwegian Mapping Authority if such Authorized Application has a regional or national coverage, and at the same time has a content, scale and format that are similar to the basic national products of the Norwegian Mapping Authority.)

B. *Additional Provisions with respect to the data for China:* Licensee agrees that any Licensed Product which contains data of China may be subject to additional terms and conditions which shall be provided to Licensee when available to TomTom. China data may not be exported from China.

C. *Additional Provisions with respect to the data for India:* Licensee agrees that any Licensed Product which contains data of India may be subject to additional terms and conditions which shall be provided to Licensee when available to TomTom.

D. *Additional Provisions with respect to the data for Korea*: Licensee agrees that any Licensed Product which contains data of Korea may be subject to additional terms and conditions which shall be provided to Licensee when available to TomTom. Korea data may not be exported from Korea. Data cannot be shipped to End Users in an open format (such as ESRI shapefile).

E. *As of the Effective Date, the following restriction applies to the Licensed TomTom Products*: The 6-digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look-up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, an End User may optionally correct or derive Canadian Postal Codes using the Value Added Products, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Value Added Product, and optionally extract data for fleet management purposes.

F. *Additional provisions with respect to the Premium Points of Interest North America Licensed Product*: It is expressly prohibited to use the Premium Points of Interest North America for (a) telephone call routing related applications; (b) screen pop applications, (c) CD-ROM director of other derivative directory product; (d) verification services; (e) caller name services; and (f) online marketing lead verification services. The Local Points of Interest North America cannot be licensed to the following companies, their commonly owned companies or aliases: Acxiom, Accudata, Allant, Alliance Data, eBeureau, Equifax, Experian, Knowledgebase Marketing, ChoicePoint, Harte-Hanks, Infutor, Donnelley Marketing, infoGroup, Trans Union, Transaction Network Services, and LexisNexis.

Following restrictions will apply to usage of the Brand Icon component:

Licensee agrees that the use of the Brand Icon component is subject to the terms and conditions set forth in this Agreement and that there may be additional third party terms, conditions and restrictions to which the use of the Brand Icon component will be subject and which will be provided to the End User from time to time in the product release notes.

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G. *Copyright Notices.* Licensee shall conspicuously display each applicable then current copyright notice for the Licensed TomTom Products in accordance with Article 10.5 "Intellectual Property (rights) notice" for each Authorized Application that is based upon:

1. *MultiNet*®. As of the Effective Date, the copyright notice is: "Data Source © <current year> TomTom"; and, in addition, "based on":
(a) *MultiNet® data of Austria*. As of the Effective Date, the copyright notice is: "© BEV, GZ 1368/2003."
(b) *MultiNet® data of Denmark*. As of the Effective Date, the copyright notice is: "© DAV, violation of these copyrights shall cause legal proceedings."
(c) *MultiNet® data of France*. As of the Effective Date, the copyright notice is: [for an Authorized Application for Navigation Units: "© IGN France."] / [for an Authorized Application for Geographic Information Systems: "Georoute © IGN France."] / [for an Authorized Application for navigational products: "Michelin data © Michelin 20 "]
(d) *MultiNet® data of Indonesia*. As of the Effective Date, the copyright notice is: "® Base data Bakosurtanal".
(e) *MultiNet® data ofGreat Britain*. As of the Effective Date, the copyright is: "Contains Ordnance Survey data © Crown copyright and database right [current year]" and "Contains Royal Mail data © Royal Mail copyright and database right [current year]"
(f) *MultiNet® data of Northern Ireland*. As of the Effective Date, the copyright notice is: "Ordnance Survey of Northern Ireland."
(g) *MultiNet® data of Norway*. As of the Effective Date, the copyright notice is: "© Norwegian Mapping Authority, Public Roads Administration / © Mapsolutions."
(h) *MultiNet® data of Russia*: As of the Effective Date, the copyright notice is: "© Roskartographia"
(i) *MultiNet® data of Switzerland*. As of the Effective Date, the copyright notice is: "© Swisstopo."
(j) *MultiNet® data of The Netherlands*. As of the Effective Date, the copyright notice is: "Topografische onderground Copyright © dienst voor het kadaster en de openbare registers, Apeldoorn 2013."
2. *MultiNet North America*: As of the Effective Date, the copyright notice is: "© 2006 – 2013_ TomTom. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned or licensed to TomTom. TomTom is an authorized user of selected Statistics Canada computer files and distributor of derived information products under Agreement number 6776. The product is sourced in part from Statistics Canada computer files, including 2010 Road Network File (RNF), 92-500-G and 2006 Census Population and Dwelling Count Highlight Tables, 97-550-XWE2006002. The product includes information copied with permission from Canadian authorities, including © Canada Post Corporation, GeoBase®, and Department of Natural Resources Canada, All rights reserved. The use of this material is subject to the terms of a License Agreement. You will be held liable for any unauthorized copying or disclosure of this material."
3. *MultiNet Post:* As of the Effective Date, the copyright notice is: "© 2006 – 2013_ TomTom. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned or licensed to TomTom. The product includes information copied with permission from Canadian authorities, including © Canada Post Corporation, All rights reserved. The use of this material is subject to the terms of a License Agreement. You will be held liable for any unauthorized copying or disclosure of this material."
4. *Premium Points of Interest North America*: As of the Effective Date, the copyright notice is: "© 2006-2013 TomTom. All rights reserved. This material is proprietary and the subject of copyright protection, database right protection and other intellectual property rights owned by TomTom or its suppliers. Portions of the POI database contained in Local Points of Interest North America have been provided by Localeze. The use of this material is subject to the terms of a license agreement. Any unauthorized copying or disclosure of this material will lead to criminal and civil liabilities."

15. UK (ROYAL MAIL) PREAMBLE

The following terms constitute the end user licence agreement for PAF® Data.
Public Sector entities operating within the United Kingdom must also enter into a direct Public Sector Licence agreement with Royal Mail. SAP will require Licensee to provide evidence of such a valid licence.
Corporate Group licences are available by also entering into a direct licence agreement with Royal Mail. SAP will require Licensee to provide evidence of such a valid licence.
The End User agrees to notify Solution Provider and/or Third Party Solution Providers immediately about any licensing changes and/or exceeding of the licensed category.

DEFINITIONS AND INTERPRETATION

In this Licence the following terms have the following meanings: Bureau

Customer	a customer for a Bureau Service
Bureau Services	a service comprising the Data Cleansing of a Customer Database and the supply of the resulting Cleansed Customer Database back to the relevant customer
Customer Database	a database of an End User's customer
Data Cleansing	the processing of existing data records using PAF® Data: **(a)** including validating, reformatting, correcting or appending additional data to those records, and **(b)** including the use of PAF® Data within address capture applications, but **(c)** not including Data Extraction (whether carried out by an address capture application or otherwise), and **Cleansed** shall be read accordingly
End User	a single legal entity who a Licensee may permit to use PAF® Data through its Users in accordance with this Licence
End User Terms	the terms set out in the Licence
Extracted Data	data generated as a result of Data Extraction
Licence	these terms made up of the "Preamble" section, "Definitions and Interpretation" section and the "Licence Terms" section
PAF® Data	Royal Mail's database known as PAF®, and including the database known as the "Alias File"
Solution	a product or service or other solution which benefits from or includes PAF® Data (including the provision of PAF® Data itself), in whatever form, however produced or distributed and whether or not including other functionality, services, software or data
Substantially All Database	a database which on its own or as part of another database comprises all or substantially all the addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland
User	an individual authorised by an End User to use a Solution

LICENCE TERMS

1. End Users' permitted use of Solutions

End Users may freely use PAF® Data in Solutions in accordance with these End User Terms.

2. Conditions of use

(a) End Users must not make copies of PAF® Data except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.
(b) End Users may use PAF® Data for Data Extraction but Extracted Data:
(i) may only be accessed by Users, and
(ii) must not be supplied or any access to it provided to any third party.
(c) End Users may provide Cleansed data to third parties provided that:
(i) where that supply is a Bureau Service, the End User and the Bureau Customers comply with the restrictions in Schedule 4, and

(ii) if such databases are Substantially All Databases:
(A) such databases are not represented or held out as a master, original or comprehensive address database or other similar description,
(B) the access is provided in the course of the End User's normal data supply or routine business activities and is not carried on as a business in its own right, and
(C) the provision includes a prominent notice that the relevant Cleansed data has been cleansed against PAF® Data.

(d) End Users must not permit access to, display or communicate to the public any Solutions, except for the purposes of capturing or confirming address details of third parties.

(e) Except as set out in these End User Terms, End Users must not:
(i) transfer, assign, sell or license Solutions or their use to any other person,
(ii) use Solutions to create a product or service distributed or sold to any third party which relies on any use of PAF® Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or
(iii) copy, reproduce, extract, reutilise or publish Solutions or any of them.

3. Subcontracting

End Users may provide PAF® Data to their subcontractors who may use it to the extent necessary for:

(a) the provision of information technology services to the End User, or

(b) acting on behalf of the End User

in each case for the End User's own business purposes and not those of the sub-contractor and provided that each such sub-contractor agrees to observe the restrictions on use of PAF® Data contained in these End User Terms and that the End User is responsible for any breaches of those terms by such sub-contractor.

4. Personal rights

End User rights are personal, limited and non-transferable.

5. Royal Mail's IPR notice

The End User acknowledges that Royal Mail is the owner of the intellectual property rights in PAF® Data and the PAF® brand and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in these End User Terms.

6. Cessation of use of PAF® Data

End Users must cease use of PAF® Data if their right to use PAF® Data is terminated and also destroy any copies of PAF® Data they hold.

7. PAF® use by Users

End Users must ensure that:

(a) these End User Terms bind their Users,

(b) only their Users exercise the use rights of Solutions and PAF® Data granted to End Users further to these End User Terms, and
(i) in the event of termination or expiry of End Users' rights to use Solutions and PAF® Data, the rights of Users to use them also terminate.

16. USA – USPS SUBLICENSE AGREEMENTS

1. Limits on Use of Data

1.1 *USPS Certified Address Directory Option for DPV and Lacslink*. In the event Licensee activates the locking features of the Software and wishes to unlock such features, Licensee agrees to provide certain information relating to the list owner, locking record details and the origin of the locking record including but not limited to the type of list, owner of list if rented and other tracking information as requested by the Licensor or the USPS.

2. Geographic Specific Restrictions

a. USPS products may only be sold in the US and are not available outside of the US.

b. US NATIONAL DIRECTORY PRODUCTS MAY BE SOLD GLOBALLY.

c. SPECIALIZED PRODUCTS SUCH AS LACSLINK, SUITELINK, NCOALINK, DPV, USPS DELIVERY SEQUENCE FILE – DSF2 AND RDI MAY ONLY BE SOLD TO US PERSONS OR ENTITIES FOR USE WITHIN THE US.
THE NCOALINK INTERFACE CAN ONLY BE SOLD TO PERSONS WHO ARE AUTHORIZED BY THE USPS TO PURCHASE NCOALINK DATA. (NOTE: WE ONLY SELL THE NCOALINK INTERFACE AND CUSTOMERS MUST OBTAIN THE NCOALINK DATA DIRECTLY FROM THE USPS AND MUST BE CERTIFIED TO PURCHASE SUCH DATA BY THE USPS.)

16.1 USPS SUITELINK

1. Licensee's right to use the CASS Certified Interface and the SuiteLink Product shall be strictly limited to use only within the United States of America;
2. Licensee's right to use the CASS Certified Interface and the SuiteLink Product shall be strictly limited to improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, postcards, advertisements, books, and other printed material, and any other item that will be delivered by USPS.
3. Licensee have no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Interface or the SuiteLink Product.
4. Licensee acknowledges that:
   a. the CASS Certified Interface and the SuiteLink Product under license from USPS;
   b. You are a sublicensee under SAP's license from USPS and obtain from Licensor no broader right than permitted under SAP's license agreement with USPS;
5. You shall be strictly limited to using the CASS Certified Interface and the SuiteLink Product only as a component of SAP's Data Quality or Data Services products.

16.2 USPS NCOALINK

1. Licensee has no rights as to the NCOALink Interface under this agreement beyond using it as a component of Licensor's Data Quality and Data Services products in conjunction with the NCOALink data product to update a list, system, group or other collection of *at least 100* unique names and addresses (herein "Mailing Lists") used for addressing letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other deliverable item handled by the United States Postal Service (herein "Deliverables") for delivery by the United States Postal Service (herein "USPS").
2. Licensee has no right to develop or use any NCOALink product, service, interface, or any related item or technology to compile or maintain a list or collection of names and addresses or addresses only of new movers or to create other products or data bases or collections of information concerning new movers, histories of address changes, lists or histories of residents, or other informational or data sources based upon information received from or through the NCOALink data or technology for the purpose of renting, selling, transferring, disclosing, making available or otherwise providing such information to an entity unrelated to Licensee.
3. For the purposes of communicating with addressees on Licensee's Mailing Lists and for the purpose of record-keeping, however, Licensee is permitted to retain updated addresses so long as not used in violation of paragraph 2 above, for individuals and entities with whom Licensee has or had a business relationship, in connection with which Licensee will use the updated address; however, these updated addresses may only be used by Licensee and Licensee may use them only for carrying out your organizational purposes in connection with that individual or entity and may not transfer, disclose, license or distribute to, or be used by any other entity or individual whatsoever.
4. No proprietary Mailing List that contains both old and corresponding updated address records, or any service product or system of lists that can be used to link old and corresponding updated address records, if updated by use of NCOALink, shall be rented, sold, transferred, disclosed, made available, or otherwise provided, in whole or in part to your customers or any other individual or entity.
5. Licensee's right to use the NCOALink Interface is strictly limited to use only within the United States, its territories, and possessions.

6. As to the Interface, Licensee has the right only to update Mailing Lists used to prepare Deliverables that will be deposited withthe USPS.
7. Licensee has no right to sublicense, sell, assign, or otherwise transfer rights in, reproduce, perform, attempt to improve, reverse engineer, modify or otherwise change, or prepare derivative works of the Interface. Any attempt to sublicense, sell, assign, or otherwise transfer rights in, or otherwise distribute the Interface shall be void.
8. Licensee acknowledges that:
   a. USPS owns the NCOALink data, technology, and system in its entirety including that used in the development of theInterface;
   b. USPS owns and retains rights in the trademark of NCOALink and in the registered trademarks UNITED STATES POSTAL SERVICE®, POSTAL SERVICE ®, US POSTAL SERVICE®, AND USPS® ;
   c. SAP is providing the Interface as a component of its products to Licensee solely for use with the NCOALink Product under a nonexclusive, limited distribution license from USPS; and
   d. the rights Licensee obtains in this license are derived from SAP's agreement with USPS and you obtain from SAP no broader right than SAP obtains from USPS, except as to Licensee's specific right to use the NCOALink Interface to access the NCOALink data.
9. Licensee is strictly limited to using the Interface only as a component of SAP's Data Quality and Data Services products.
10. Licensee acknowledges and agrees that Licensee has no right to sublicense, sell, distribute, reproduce, or display USPS trademarks or sell the Interface or other products under USPS's trademarks.

16.3 DPV SUBLICENSE AGREEMENT

This Sublicense Agreement ("Sublicense") between SAP and Licensee, its subsidiaries and affiliates, current and future ("Sublicensee") sets forth additional terms required by the United States Postal Service ("USPS") regarding Sublicensee's use of the DPV option with other SAP CASS certified software.

For purposes of this Sublicense, Delivery Point Validation ("DPV") means the new USPS proprietary technology product designed to help mailers validate the accuracy of address data, right down to the physical delivery point. The DPV process cannot assign a ZIP+4 Code nor will it respond to a non-ZIP+4 coded address.

1. Sublicensee understands that the USPS provides the DPV Product through special licensing in order to protect the USPS' proprietary intellectual property and its compliance with restrictions of Title 39 USC § 412.
2. Sublicensee acknowledges that the address information contained within the DPV Product is subject to Title 39 USC § 412. Sublicensee shall take all steps necessary to secure the DPV Product in a manner that fully complies with Section 412 constraints prohibiting the disclosure of address lists.
3. Sublicensee acknowledges that the DPV Product is confidential and the proprietary property of the USPS. Sublicensee further acknowledges that the USPS represents that it is the sole owner of copyrights and other proprietary rights in the DPV Product.
4. Sublicensee shall not use the DPV Product technology to artificially compile a list of delivery points not already in Sublicensee's possession or to create other derivative products based upon information received from or through the DPV Product technology.
5. No proprietary Sublicensee address list(s) or service products or other system of records that contain(s) address attributes updated through DPV processing shall be rented, sold, distributed or otherwise provided in whole or in part to any third party for any purpose containing address attributes derived from DPV processing. Sublicensee may not use the DPV technology to artificially generate address records or to create mailing lists.
6. The DPV Product processing requires Sublicensee to have access to address information that appears on mail pieces. To ensure the confidentiality of this address information, no employee or former employee of Sublicensee may, at any time, disclose to any third party any address information obtained in the performance of this agreement. Sublicensee agrees to control and restrict access to address information to persons who need it to perform work under this agreement and prohibit the unauthorized reproduction of this information. Due to the sensitive nature of the confidential and proprietary information contained in the DPV Product, Sublicensee acknowledges that unauthorized use and/or disclosure of the DPV will irreparably harm the USPS' intellectual property. Therefore, Sublicensee (i) agrees to reimburse the USPS for any unauthorized use and/or disclosure at a rate of treble (3 times) the current annual fee charged to Sublicensee hereunder; and (ii) consents to such injunctive or other equitable relief as a court of competent jurisdiction may deem proper.
7. BOTH SAP AND THE USPS SHALL NOT BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF DPV, OR FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH SUCH FAULT OR INADEQUACY. IN NO EVENT SHALL SAP'S OR THE USPS' LIABILITY TO SUBLICENSEE UNDER THIS AGREEMENT, IF ANY, EXCEED THE PRO RATA PORTION OF THE ANNUAL LICENSE FEE FOR DPV.
8. SAP agrees to hold harmless, defend and indemnify Sublicensee for infringement of any U.S. copyright, trademark, or service mark in the DPV provided to Sublicensee under this Agreement. The foregoing obligation shall not apply unless SAP shall have been informed within five (5) calendar days by Sublicensee of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof. In addition, Sublicensee agrees to hold harmless, defend and indemnify SAP and the USPS and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any injury or damage received or sustained by any person, persons or property growing out of, occurring, or attributable to Sublicensee's performance under or related to this agreement, resulting in whole or in part from any breach of this Agreement or from the negligence or intentional misconduct, including any unauthorized disclosure or misuse of DPV Product, including data derived from DPV, by Sublicensee, or any employee, agent, or representative of Sublicensee.
9. Sublicensee acknowledges that the USPS reserves the right to stop DPV processing in the USPS' sole discretion. SAP will not be liable or responsible for any decision the USPS makes in canceling Sublicensee's Sublicense, including, but not limited to, arbitrating the cancellation decision on behalf of the customer. In the event the USPS cancels Sublicensee's DPV processing, (i) Sublicensee shall not be entitled to any refund or credit from SAP; and, (ii) SAP will discontinue shipping DPV directories to Sublicensee.
10. Sublicensee agrees that the USPS or its designated representatives, on an announced or unannounced basis, shall have the right to visit and examine Sublicensee's sites. USPS or its designated representatives shall have the right examine, on or off Sublicensee's premises, Sublicensee's computer systems, processing files, documents, administrative records, and other materials to ensure Sublicensee's compliance with the provisions of this agreement.
11. Sublicensee further agrees that the USPS or its authorized representatives will, until three (3) years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, records or other materials of Sublicensee involving transactions related to this agreement.
12. Sublicensee shall not export the DPV Product outside of the United States or its territories without prior written approval of theUSPS.
13. This Sublicense shall be governed by the federal laws of the United States of America, or, when no such law is applicable, then by the laws of the State of New York as interpreted by the United States Court of Appeals for the Second Circuit.
14. This Sublicense shall not be transferable, in whole or in part. The rights and obligations of Sublicensee shall be terminated immediately in the event of a dissolution, merger, buy-out, or transfer of any kind of the assets of Sublicensee.
15. All obligations of Sublicensee referred to in this Sublicense inure to the benefit of USPS.

16.4 USPS LACSLINK SOFTWARE SUBLICENSE

This Sublicense Agreement ("Sublicense") between SAP and Licensee, its subsidiaries and affiliates, current and future ("Sublicensee") sets forth additional terms required by the United States Postal Service ("USPS") regarding Sublicensee's use of the LACSLink option with other CASS certified software.

1. For purposes of this document, the following terms shall be defined as set forth below:
   - ✓ "USPS" means the United States Postal Service.

- ✓ "Deliverables" means letters, flats, postcards, packages, leaflets, magazines, postcards, advertisements, books, and other printed material, and any other item delivered by USPS.
- ✓ "Interface" means one or more SAP interfaces developed for use with the LACSLink Product. "LACSLink Product" means the confidential andproprietary database concerning the conversion of existing addresses to their new or update or replacement address or the like, provide by USPS in a highly and uniquely secured environment.

2. Sublicensee's right to use the Interface shall be strictly limited to use only within the geographic boundaries governed by the Unites States, its territories, and possessions, and only for updating addresses and mailing lists used to prepare Deliverables for deposit with USPS in conformance with USPS requirements
   Sublicensee shall have no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Interface. Sublicensee hereby acknowledges that:
   - ✓ USPS owns the LACSLink Product and USPS marks;
   - ✓ SAP provides the SAP product in part under license from USPS;
   - ✓ Sublicensee is a Licensee under SAP's license from USPS and obtains from SAP no broader right than granted to SAP in such license fromUSPS:
   - ✓ Sublicensee shall be strictly limited to using the Interface only as a component of the SAP product; and Sublicensee agrees that id does nothave a right to sublicense, distribute, reproduce, perform, display, or sell the Interface or USPS's marks.
3. BOTH SAP AND THE USPS SHALL NOT BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF LACSLink, OR FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH SUCH FAULT OR INADEQUACY. IN NO EVENT SHALL SAP'S OR THE USPS' LIABILITY TO SUBLICENSEE UNDER THIS AGREEMENT, IF ANY, EXCEED THE PRO RATA PORTION OF THE ANNUAL LICENSE FEE FOR LACSLink BASED ON THE EFFECTIVE DATE OF CANCELLATION WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF CANCELLATION.
4. SAP agrees to hold harmless, defend and indemnify Sublicensee for infringement of any U.S. copyright, trademark, or service mark in the LACSLink Product provided to Sublicensee under this Agreement. The foregoing obligation shall not apply unless SAP shall have been informed within five (5) calendar days by Sublicensee of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof. In addition, Sublicensee agrees to hold harmless, defend and indemnify SAP and the USPS and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any injury or damage received or sustained by any person, persons or property growing out of, occurring, or attributable to Sublicensee's performance under or related to this agreement, resulting in whole or in part from any breach of this Agreement or from the negligence or intentional misconduct, including any unauthorized disclosure or misuse of LACSLink Product, including data derived from LACSLink Product, by Sublicensee, or any employee, agent, or representative of Sublicensee.
5. Sublicensee acknowledges that the USPS reserves the right to stop LACSLink Product processing in the USPS' sole discretion. SAP will not be liable or responsible for any decision the USPS makes in canceling Sublicensee's Sublicense, including, but not limited to, arbitrating the cancellation decision on behalf of the customer. In the event the USPS cancels Sublicensee's LACSLink Product processing, (i) Sublicensee shall not be entitled to any refund or credit from SAP; and, (ii) SAP will discontinue shipping LACSLink Product directories to Sublicensee.
6. Sublicensee agrees that the USPS or its designated representatives, on an announced or unannounced basis, shall have the right to visit and examine Sublicensee's sites. USPS or its designated representatives shall have the right examine, on or off Sublicensee's premises, Sublicensee's computer systems, processing files, documents, administrative records, and other materials to ensure Sublicensee's compliance with the provisions of this agreement.
7. Sublicensee further agrees that the USPS or its authorized representatives will, until three (3) years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, records or other materials of Sublicensee involving transactions related to this agreement.
8. Sublicensee shall not export the LACSLink Product outside of the United States or its territories without prior written approval of theUSPS.
9. This Sublicense shall be governed by the federal laws of the United States of America, or, when no such law is applicable, then by the laws of the State of New York as interpreted by the United States Court of Appeals for the Second Circuit.
10. This Sublicense shall not be transferable, in whole or in part. The rights and obligations of Sublicensee shall be terminated immediately in the event of a dissolution, merger, buy-out, or transfer of any kind of the assets of Sublicensee.
11. All obligations of Sublicensee referred to in this Sublicense inure to the benefit of USPS.

16.5 DSF2 Interface (USPS Delivery Sequence File - DSF2)

1. Sublicensee has no rights as to the DSF2 Interface under this agreement beyond using it in conjunction with the DSF2 data product to update a list, system, group or other collection of addresses (herein "Mailing Lists") used for addressing letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other deliverable item handled by the United States Postal Service (herein "Deliverables") for delivery by the United States Postal Service (herein "USPS").
2. Sublicensee's right to use the DSF2 Interface is strictly limited to use only within the United States, its territories, and possessions.
3. As to the Interface, Sublicensee has the right only to sequence and/or update Mailing Lists used to prepare Deliverables that will be deposited with the USPS.
4. Sublicensee has no right to sublicense, sell, assign, or otherwise transfer rights in, reproduce, perform, attempt to improve, reverse engineer, modify or otherwise change, or prepare derivative works of the Interface. Any attempt to sublicense, sell, assign, or otherwise transfer rights in, or otherwise distribute the Interface shall be void.
5. Sublicensee acknowledges
   - **a.** that USPS owns the DSF2 data, technology, and system in its entirety including that used in the development of the Interface;
   - **b.** that USPS owns and retains rights in the trademark of DSF2 and in the registered trademarks UNITED STATES POSTAL SERVICE®, POSTAL SERVICE ®, US POSTAL SERVICE®, AND USPS® ;
   - **c.** that Licensee is providing the Interface to Sublicensee solely for use with the DSF2 Product under a nonexclusive, limited distribution license from USPS; and
   - **d.** that the rights Sublicensee obtains in this license are derived from Licensee's agreement with USPS and Sublicensee obtains from Licensee no broader right than Licensee obtains from USPS, except as to Sublicensee's specific right to use the DSF2 Interface to access the DSF2 data.
6. Sublicensee is strictly limited to using the Interface only with the DSF2 Product; and
7. Sublicensee acknowledges and agrees that Sublicensee has no right to sublicense, sell, distribute, reproduce, or display USPS trademarks or sell the Interface or other products under USPS's trademarks.

Exhibit 6 – SAP Business One Software

PREAMBLE

The minimum license requirements for a SAP Business One system is one (1) SAP Business One Starterpackage User or one (1) SAP Business One Profesional User.

- As part of SAP Business One software SAP provides preconfigured SAP Crystal Reports and SAP Crystal Dashboards. Such reports and dashboards are available without additional license fee (see SAP Crystal Versions for SAP Business One).
- SAP Business One software requires a database. Such data base can be licensed via SAP, it's authorized reseller or direct via the database vendor or it's authorised reseller.
- All individuals using SAP Business One, also through reporting tools, require an SAP Business One license.

1. SAP Business One Integration for SAP NetWeaver

1.1 SAP Business One integration for SAP NetWeaver is part of the SAP Business One license, except for the Starter Package User.

1.2 *SAP Business One Integration for SAP NetWeaver® Integration Packages*. SAP Business One integration for SAP NetWeaver Integration Packages are provided without additional charge; use is subject to separate use terms.

2. SAP Business One Starter Package User

2.1 Minimum license requirement: One (1) SAP Business One Starter Package User.

2.2 Maximum number of licenses is limited to five (5) SAP Business One Starter Package Users.

2.3 If licensee requires more than the maximum number of five (5) SAP Business One Starter Package Users, all users need to be licensed as SAP Business One Professional or Limited Professional User.

2.4 The SAP Business One Starter Package User cannot be combined with any other SAP Business One Named User type or with any SAP Business One product options.

3. SAP Crystal Versions for SAP Business One

3.1 SAP provides preconfigured SAP Crystal Reports and SAP Crystal Dashboards as a part of SAP Business One.

3.2 Such SAP provided reports and dashboards are available to all SAP Business One Named Users without additional license fee.

3.3 A single SAP Business One system includes one (1) user for SAP Crystal Reports, without additional license fee.

3.4 SAP Crystal product versions for SAP Business One (i) are restricted for Use with the SAP Business One application data; (ii) are further subject to the terms and conditions applicable to SAP Crystal as stated in the SUR; and (iii) cannot be in deployed in a standalone environment.

3.5 *SAP Crystal Reports, version for the SAP Business One application*. SAP Crystal Reports version for the SAP Business One application provides a single user license that grants access rights to use SAP Crystal Reports, version for SAP Business One. Prerequisite: One Professional User or one Limited User or one Indirect access User required for each option licensed.

4. SAP Business One Indirect Access, instance-based

is an Instance authorized to access Business One SAP partners and customers' Add-Ons and Extensions only. It cannot access any of the user interfaces (desktop and mobile) developed by SAP (except the login and password screen). The SAP Application(s) and their required instances can be used without additional license fee. For the purpose of this Section, "SAP Application(s)" means all Packages licensed under the Agreement and/or SAP cloud services for which Licensee has a valid subscription, excluding SAP Technology Solutions and all database Packages.

5. SAP Customer Checkout is a Point Of Sales solution. No prerequisite

6. SAP Business One Metrics. SAP Business One Named Users

SAP Business One Professional User is a Named User who performs operational related roles supported by the SAP Business One Software. The SAP Business One Professional User license is needed to administer a SAP Business One system, work with production and Material Resource Planning (MRP) and use the SAP Business One Software Development Kit (SDK). The SAP Business One Professional User does include the rights granted under a SAP Business One Mobile Application User , SAP Business One Limited CRM User, SAP Business One Limited Financial User, SAP Business One Limited Logistic User and SAP Business One Indirect Access User license.

SAP Business One Limited User is a Named User who has access rights to the SAP Business One functionality to support operational processing and information requirements in a specific role. Each Limited User can be requested as one of these roles: CRM, Financial or Logistic. The SAP Business One Limited User license does include the rights granted under an SAP Business One Mobile Application User and SAP Business One Indirect Access User license.

SAP Business One Limited to SAP Business One Professional User is a Named User authorized to perform SAP Business One Professional User related roles supported by the licensed Software provided such Named User is also an individual licensed from SAP as an SAP Business One Limited User and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Limited User for so long as Licensee continues to receive support under the license agreement. This allow the upgrade from: SAP B1 Limited CRM User to SAP B1 Professional User; SAP B1 Limited Financial User to SAP B1 Professional User; SAP B1 Limited Logistic User to SAP B1 Professional User; SAP B1 Limited to SAP B1 Professional User; SAP B1 CRM Sales User to SAP B1 Professional User; SAP B1 CRM Service User to SAP B1 Professional User.

SAP Business One Mobile Application User is a Named User who has access rights to the 'SAP Business One Sales' or 'SAP Business One Service' mobile application only. The SAP Business One Mobile Application User license does include the rights granted under an SAP Business One Indirect Access User license.

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SAP Business One Indirect Access, user-based is a Named User authorized to access Business One SAP partners and customers' Add-Ons and Extensions only. It cannot access any of the user interfaces (desktop and mobile) developed by SAP (except the login and password screen).

SAP Business One Starter Package User is a Named User who performs operational related roles supported by the SAP Business One Starter Package Software. The SAP Business One Starter Package User license does include the rights granted under a SAP Business One Mobile Application User and SAP Business One Indirect Access User license. The SAP Business One Starter Package User license does not include the rights granted under a SAP Business One Professional User.

SAP Business One Starter Package to SAP Business One Professional User is a Named User authorized to perform SAP Business One Professional User related roles supported by the licensed Software provided such Named User is also an individual licensed from SAP as an SAP Business One Starter Package User and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Starter Package User for so long as Licensee continues to receive support under the license agreement.

SAP Business One Starter Package to SAP Business One Limited User is a Named User authorized to perform SAP Business One Limited User related roles supported by the licensed Software provided such Named User is also an individual licensed from SAP as an SAP Business One Starter Package User and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One Starter Package User for so long as Licensee continues to receive support under the license agreement.

7. Remaining SAP Business One Metrics

Contract price is the net value of the license contract. Contract price for partners refers to partner buy price depending on the support delivery model

Devices are any piece of equipment or hardware and include but are not limited to: a workstation, terminal, point of sale terminal, notebook, handheld, tablet, PDA, smartphone, internet connected television, scale devices, devices installed in a vehicle (on-board units) or other networked devices. The application itself defines the type of devices that are used and therefore counted for the price list item (e.g., Sybase SQL Anywhere Database for Use with SAP POS for Retail devices are defined as those devices accessing data from SQL Anywhere Database or e. g. SAP Mobile Order Management devices are all devices installed as on-board units in a vehicle).

Flat fee are fixed package license fees for the software.

Gigabytes of memory are the total amount of memory that may be used by the Software, as measured in gigabytes.

Instances are unique connections to a single specified application or technology

type. **MSRP** (Manufacturer Suggested Reselling Price) is the list price minus

volume discount. **Users** are individuals who Use the Software.

8. Product Specific Terms for Business One Software. SAP Business One Engine for SAP HANA

SAP is licensing the SAP Business One, version for SAP HANA Engine as a runtime restricted license database for SAP Business One and certified SAP Business One Add-ons, including certified SAP Business Add-ons created by SAP partners or SAP Business One Add-ons created by Licensee. Licensee shall only use the SAP Business One, version for SAP HANA Engine in connection with SAP Business One Software and the aforementioned SAP Business One Add-ons and only for the purposes of its own internal data processing which includes access of third party user such as contractors, supply chain vendors or suppliers, customers, or third party individuals authorized by Licensee. Any access to the SAP Business One, version for SAP HANA Engine, including but not limited to data loading, modeling, reporting and distribution, must take place via SAP Business One or the aforementioned SAP Business One Add-ons.

The SAP Business One, version for SAP HANA Engine includes a runtime license of HANA Studio, Cockpit and Web IDE and access is solely to administer and manage the SAP Business One, version for SAP HANA Engine, or for system administration tasks and data modeling for reporting requirements. The SAP Business One, version for SAP HANA Engine cannot be deployed on the same system as any other SAP HANA software The SAP Business One, version for SAP HANA Engine is licensed for addressable RAM memory and can only run on SAP certified hardware and with the supported operating system(s).

The SAP Business One, version for SAP HANA engine includes a runtime license for the all the SAP HANA components included in the packages SAP Business One analytics powered by SAP HANA , SAP Business One, version for SAP HANA and SAP HANA Platform Edition Revision Packages for SAP Business One

The SAP Business One, version for SAP HANA engine includes use rights to perform analytics content provided by the licensed SAP Business One Analytics software used solely in conjunction with SAP Business One.

MSRP - Manufacturer Suggested Reselling Price is the list price minus volume discount.

**Support for SAP Business One is subject to conclusion of a support schedule to the license agreement.

9. Localizations.

Licenses for SAP Business One software can be used on any of the localizations supported by SAP Business One software. However, for SAP Business One software licensed after 01.01.2010, the license key will be issued ‘per localization’. By default the localization of the requested software country version will be released. Each licensed Named User can only access the localization for which the license key was issued. Employees that require access to two or more localizations will require two or more Named User licenses.

10. Intercompany Integration Solution for SAP Business One

The Intercompany Integration Solution for SAP Business One software may include certain third party open source and/or other components.

Partner needs to take into consideration the Additional License Principles for the Intercompany Integration Solution for SAP Business One set out in the SAP Pricing & Licensing Principles when licensing the Intercompany Integration Solution for SAP Business One to End Users. The Named User license requirements apply also to the Use of the Intercompany Integration Solution for SAP Business

One. Partner shall inform End Users accordingly. Prerequisite: One Professional User or one Limited User required for each option licensed. When this option is selected, all Professional and Limited users in the license contract must be licensed.

11. Fail-over Systems

For any operating system environment in which Licensee runs systems of SAP Business One software, Licensee may run up to the same number of passive fail-over systems of SAP Business One software in a separate operating system environment for temporary support. Licensee may run the passive fail-over installation of SAP Business One software on a hardware server other than the licensed hardware server.

12. Test Systems

A customer is entitled to run one SAP Business One software system for internal testing purposes. For such testsystem, the customer may use the same users which customer has licensed for productive use of SAP Business One software.

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Exhibit 7 – Terms relating to Third Party Web Services

Third Party Web Services are defined in Section 1.2.6 of the Preamble to these Use Terms and examples of Third Party Web Services include services such as: Facebook, Evernote, Gigya, Twitter, Google Maps and other such services (non-exhaustive list for the purpose of examples – please refer to the definition of Third Party Web Services for precise definition). The following terms apply to all Third Party Web Services:

- Licensee is solely responsible for obtaining all account and authentication credentials required to access or use the Third Party Web Service's API or the Third Party Web Service.
- Use of the Third Party Web Service's API is subject to Licensee's acceptance of the Third Party Web Service's terms and conditions, which must be obtained from the Third Party Web Service provider. SAP is not a party to the agreement between the Licensee and the Third Party Web Service provider.
- The Third Party Web Service's API and the Third Party Web Service are excluded from all SAP representation, warranties, indemnifications and support obligations.
- Licensee expressly agrees to indemnify SAP, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by SAP arising from the use of any Third Party Web Services by Licensee or its Affiliates.
- SAP may throttle, suspend or terminate the Licensee's access to the Third Party Web Service's API through the Product if Licensee violates or causes SAP to violate Third Party Web Service provider's terms of service or other applicable Third Party Web Service provider agreements or policies (including, without limitation, exceeding any data or usage limits).

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SAP ENTERPRISE SUPPORT SCHEDULE ("Schedule")

In each instance in which provisions of this Schedule contradict or are inconsistent with the provisions of the Agreement including any appendices, exhibits, order forms or other documents attached to or incorporated by reference to the Agreement, the provisions of this Schedule shall prevail and govern.
This Schedule governs the provision of support services by SAP as further defined herein ("SAP Enterprise Support") for all software licensed by Licensee under the Agreement (hereinafter collectively referred to as the "Enterprise Support Solutions"), excluding software to which special support agreements apply exclusively.

1. Definitions:

1.1 "Go-Live" marks the point in time from when, after implementation of the Enterprise Support Solutions or an upgrade of the Enterprise Support Solutions, the Enterprise Support Solutions can be used by Licensee for processing real data in live operation mode and for running Licensee's internal business operations in accordance with the Agreement.

1.2 "Licensee Solution(s)" shall mean Enterprise Support Solutions and any other software licensed by Licensee from third parties.

1.3 "Licensee IT Solution(s)" shall mean Licensee Solution(s) and hardware systems supported by Licensee's IT team.

1.4 "Production System" shall mean a live SAP system used for running Licensee's internal business operations and where Licensee's data is recorded.

1.5 "SAP Software Solution(s)" shall mean a group of one or multiple Production Systems running Licensee Solutions and focusing on a specific functional aspect of Licensee's business. Details and examples can be found on SAP's Customer Support Website (as specified in SAP Note 1324027 or any future SAP Note which replaces SAP Note 1324027).

1.6 "Service Session" shall mean a sequence of support activities and tasks carried out remotely to collect further information by interview or by analysis of a Production System resulting in a list of recommendations. A Service Session could run manually, as a self-service or fully automated.

1.7 "Top-Issue" shall mean issues and/or failures identified and prioritized jointly by SAP and Licensee in accordance with SAP standards which (i) endanger Go-Live of a pre-production system or (ii) have a significant business impact on a Production System.

1.8 "Local Office Time" shall mean regular working hours (8.00 a.m. to 6.00 p.m.) during regular working days, in accordance with the applicable public holidays observed by SAP's registered office. With regard to SAP Enterprise Support only, both parties can mutually agree upon a different registered office of one of SAP's affiliates to apply and serve as reference for the Local Office Time.

1.9 "SAP's Customer Support Website" shall mean SAP's customer facing support website under http://support.sap.com/.

2. Scope of SAP Enterprise Support.

Licensee may request and SAP shall provide, to such degree as SAP makes such services generally available in the Territory SAP Enterprise Support services. SAP Enterprise Support currently includes:

Continuous Improvement and Innovation

- New software releases of the licensed Enterprise Support Solutions, as well as tools and procedures for upgrades.
- Support packages - correction packages to reduce the effort of implementing single corrections. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.
- For releases of the SAP Business Suite 7 core applications (starting with SAP ERP 6.0 and with releases of SAP CRM 7.0, SAP SCM 7.0, SAP SRM 7.0 and SAP PLM 7.0 shipped in 2008), SAP may provide enhanced functionality and/or innovation through enhancement packages or by other means as available. During mainstream maintenance for an SAP core application release, SAP's current practice is to provide one enhancement package or other update per calendar year.
- Technology updates to support third-party operating systems and databases.

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- Available ABAP source code for SAP Software applications and additionally released and supported function modules.
- Software change management, such as changed configuration settings or Enterprise SupportSolutions upgrades, is supported for example with content, tools and information material.
- SAP provides Licensee with up to five days remote support services per calendar year from SAP solution architects
  - to assist Licensee in evaluating the innovation capabilities of the latest SAP enhancement package and how it may be deployed for Licensee's business process requirements.
  - to give Licensee guidance in form of knowledge transfer sessions, weighted one day, for defined SAP software/applications or Global Support Backbone components. Currently, content and session schedules are stated at http://support.sap.com/enterprisesupport. Scheduling, availability and delivery methodology is at SAP's discretion.
- SAP gives Licensee access to guided self-services as part of SAP Solution Manager Enterprise Edition, helping the Licensee to optimize technical solution management of selected Enterprise Support Solutions.

Advanced Support for Enhancement Packages and other SAP Software Updates

SAP offers special remote checks delivered by SAP solution experts to analyze planned or existing modifications and identify possible conflicts between Licensee custom code and enhancement packages and other Enterprise Support Solutions updates. Each check is conducted for one specific modification in one of Licensee's core business process steps. Licensee is entitled to receive two services from one of the following categories per calendar year per SAP Software Solution.

- Modification Justification: Based on Licensee's provision of SAP required documentation of the scope and design of a planned or existing custom modification in SAP Solution Manager Enterprise Edition, SAP identifies standard functionality of Enterprise Support Solutions which may fulfill the Licensee's requirements (for details see https://support.sap.com/support-programs- services/programs/enterprise-support/academy/delivery/continuous-quality-check.html).
- Custom Code Maintainability: Based on Licensee's provision of SAP required documentation of the scope and design of a planned or existing custom modification in SAP Solution Manager Enterprise Edition, SAP identifies which user exits and services may be available to separate custom code from SAP code (for details see https://support.sap.com/support-programs-services/programs/enterprise- support/academy/delivery/continuous-quality-check.html).

Global Support Backbone

- SAP's Customer Support Website - SAP's knowledge database and SAP's extranet for knowledge transfer on which SAP makes available content and services to licensees and partners of SAP only.
- SAP Notes on SAP's Customer Support Website document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that licensees can implement into their SAP system. SAP Notes also document related issues, licensee questions, and recommended solutions (e.g. customizing settings).
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.
- **SAP Solution Manager Enterprise Edition** – as described in Section 2.4

Mission Critical Support

- Global incident handling by SAP for problems related to Enterprise Support Solutions, including Service Level Agreements for Initial Reaction Time and Corrective Action (for more information refer to Section 2.1.1).
- SAP Support Advisory Center – as described in Section 2.2.
- Continuous Quality Checks – as described in Section 2.3.
- Global 24x7 root cause analysis and escalation procedures in accordance with section 2.1 below.
- Root Cause Analysis for Custom Code: For Licensee custom code built with the SAP development workbench, SAP provides mission-critical support root-cause analysis, according to the Global Incident Handling process and Service Level Agreements stated in Sections 2.1.1, 2.1.2 and 2.1.3, applicable for priority "very high" and priority "high" incidents. If the Licensee custom code is documented

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according to SAP's then-current standards (for details see http://support.sap.com/supportstandards), SAP may provide guidance to assist Licensee in issue resolution

Other Components, Methodologies, Content and Community Participation

- Monitoring components and agents for systems to monitor available resources and collect system status information of the Enterprise Support Solutions (e.g. SAP EarlyWatch Alert).
- Process descriptions and process content that may be used as pre-configured test templates and test cases via the SAP Solution Manager Enterprise Edition. In addition, the SAP Solution Manager Enterprise Edition assists Licensee's testing activities.
- Content and supplementary tools designed to help increase efficiency, in particular for implementations.
- Tools and content for SAP Application Lifecycle Management (shipped via SAP Solution Manager Enterprise Edition and/or the Enterprise Support Solutions and/or the applicable Documentation for Enterprise Support Solutions and/or SAP's Customer Support Website):
  - Tools for implementation, configuration, testing, operations and system administration
  - Best practices, guidelines, methodologies, process descriptions and process content. This content supports the usage of the tools for SAP Application Lifecycle Management.
- Access to guidelines via SAP's Customer Support Website, which may include implementation and operations processes and content designed to help reduce costs and risks.
- Participation in SAP's customer and partner community (via SAP's Customer Support Website), which provides information about best business practices, service offerings, etc.

2.1. Global Incident Handling and Service Level Agreement (SLA). When Licensee reports malfunctions, SAP supports Licensee by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Licensee may send an incident at any time. All persons involved in the incident resolution process can access the status of the incident at any time. For further details on definition of incident priorities, see SAP Note 67739.

In exceptional cases, Licensee may also contact SAP by telephone. Contact details are provided in SAP Note 560499. For such contact (and as otherwise provided) SAP requires that License provide remote access as specified in Section 3.2(iii). The following Service Level Agreements ("SLA" or "SLAs") shall apply to all Licensee incidents that SAP accepts as being Priority 1 or 2 and which fulfill the prerequisites specified herein. Such SLAs shall commence in the first full Calendar Quarter following the Effective Date of this Schedule. As used herein, "Calendar Quarter" is the three-month period ending on March 31, June 30, September 30 and December 31 respectively of any given calendar year.

2.1.1 SLA for Initial Response Times:

a. Priority 1 Incidents ("Very High"). SAP shall respond to Priority 1 incidents within one (1) hour of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 incidents. An incident is assigned Priority 1 if the problem has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. This is generally caused by the following circumstances: complete system outage, malfunctions of central SAP functions in the Production System, or Top-Issues, and for each circumstance a workaround is not available.

b. Priority 2 Incidents ("High"). SAP shall respond to Priority 2 incidents within four (4) hours of SAP's receipt during SAP's Local Office Time of such Priority 2 incidents. An incident is assigned Priority 2 if normal business transactions in a Production System are seriously affected and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP system that are required to perform such transactions and/or tasks.

2.1.2 SLA for Corrective Action Response Time for Priority 1 Incidents: SAP shall provide a solution, work around or action plan for resolution ("Corrective Action") of Licensee's Priority 1 incident within four hours of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 incident ("SLA for Corrective Action"). In the event an action plan is submitted to Licensee as a Corrective Action, such action plan shall include: (i) status of the resolution process; (ii) planned next steps, including identifying responsible SAP resources; (iii) required Licensee actions to support the resolution process; (iv) to the extent possible, planned dates for SAP's actions; and (v) date and time

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for next status update from SAP. Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for next status update. The SLA for Corrective Action only refers to that part of the processing time when the incident is being processed at SAP ("Processing Time"). Processing Time does not include the time when the incident is on status "Customer Action" or "SAP Proposed Solution", whereas (a) the status Customer Action means the incidentwas handed over to Licensee; and (b) the status SAP Proposed Solution means SAP has provided a Corrective Action as outlined herein. The SLA for Corrective Action shall be deemed met if within four (4) hours of processing time: SAP proposes a solution, a workaround or an action plan; or if Licensee agrees to reduce the priority level of the incident.

2.1.3 Prerequisites and Exclusions.

2.1.3.1 Prerequisites. The SLAs shall only apply when the following prerequisites are met for incidents: (i) in all cases except for Root Cause Analysis for Custom Code under Section 2, incidents are related to releases of Enterprise Support Solutions which are classified by SAP with the shipment status "unrestricted shipment"; (ii) incidents are submitted by Licensee in English via the SAP Solution Manager Enterprise Edition in accordance with SAP's then current incident handling log-in procedure which contain the relevant details necessary (as specified in SAP Note 16018 or any future SAP Note which replaces SAP Note 16018) for SAP to take action on the reported incident; (iii) incidents are related to a product release of Enterprise Support Solutions which falls into Mainstream Maintenance or Extended Maintenance.

For Priority 1 incidents, the following additional prerequisites must be fulfilled by Licensee: (a) the issue and its business impact are described in detail sufficient to allow SAP to assess the issue; (b) Licensee makes available for communications with SAP, twenty four (24) hours a day, seven (7) days a week, an English speaking contact person with training and knowledge sufficient to aid in the resolution of the Priority 1 incident consistent with Licensee's obligations hereunder; and (c) a Licensee contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.

2.1.3.2 Exclusions. For SAP Enterprise Support in particular the following types of Priority 1 incidents are excluded from the SLAs: (i) incidents regarding a release, version and/or functionalities of Enterprise Support Solutions developed specifically for Licensee (including without limitation those developed by SAP Custom Development and/or by SAP subsidiaries) except for custom code built with the SAP development workbench; (ii) incidents regarding country versions that are not part of the Enterprise Support Solutions and instead are realized as partner add-ons, enhancements, or modifications are expressly excluded even if these country versions were created by SAP or an affiliate of SAP; (iii) the root cause behind the incident is not a malfunction, but a missing functionality ("development request") or the incident is ascribed to a consulting request.

2.1.4 Service Level Credit.

2.1.4.1 SAP shall be deemed to have met its obligations pursuant to the SLAs as stated above by reacting within the allowed time frames in ninety-five percent (95%) of the aggregate cases for all SLAs within a Calendar Quarter. In the event Licensee submits less than twenty (20) incidents (in the aggregate for all SLAs) pursuant to the SLAs stated above in any Calendar Quarter during the Enterprise Support term, Licensee agrees that SAP shall be deemed to have met the its obligations pursuant to the SLAs stated above if SAP has not exceeded the stated SLA time-frame in more than one incident during the applicable Calendar Quarter.

2.1.4.2. Subject to Section 2.1.4.1 above, in the event that the timeframes for the SLA's are not met (each a "Failure"), the following rules and procedures shall apply: (i) Licensee shall inform SAP in writing of any alleged Failure; (ii) SAP shall investigate any such claims and provide a written report proving or disproving the accuracy of Licensee's claim; (iii) Licensee shall provide reasonable assistance to SAP in its efforts to correct any problems or processes inhibiting SAP's ability to reach the SLAs; (iv) subject to this Section 2.1.4, if based on the report, an SAP Failure is proved, SAP shall apply a Service Level Credit ("SLC") to Licensee's next SAP Enterprise Support Fee invoice equal to one quarter percent (0.25%) of Licensee's SAP Enterprise Support Fee for the applicable Calendar Quarter for each Failure reported and proved, subject to a maximum SLC cap per Calendar Quarter

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of five percent (5%) of Licensee's SAP Enterprise Support Fee for such Calendar Quarter. Licensee bears the responsibility of notifying SAP of any SLCs within one (1) month after the end of a Calendar Quarter in which a Failure occurs. No penalties will be paid unless notice of Licensee's well-founded claim for SLC(s) is received by SAP in writing. The SLC stated in this Section 2.1.4 is Licensee's sole and exclusive remedy with respect to any alleged or actual Failure.

2.2 SAP Support Advisory Center. For Priority 1 and Top-Issues directly related to the Enterprise Support Solutions, SAP shall make available a global unit within SAP's support organization for mission critical support related requests (the "Support Advisory Center"). The Support Advisory Center will perform the following mission critical support tasks: (i) remote support for Top-Issues – the Support Advisory Center will act as an additional escalation level, enabling 24X7 root cause analysis for problem identification; (ii) Continuous Quality Check service delivery planning in collaboration with Licensee's IT, including scheduling and delivery coordination; (iii) provides one SAP Enterprise Support report on request per calendar year;
(iv) remote primary certification of the SAP Customer Center of Expertise if requested by Licensee; and (v) providing guidance in cases in which Continuous Quality Checks (as defined in Section 2.3 below), an action plan and/or written recommendations of SAP show a critical status (e.g. a red CQC report) of the Enterprise Support Solutions.
As preparation for the Continuous Quality Check delivery through SAP Solution Manager Enterprise Edition, Licensee's Contact Person and SAP shall jointly perform one mandatory setup service ("Initial Assessment") for the Enterprise Support Solutions. The Initial Assessment shall be based upon SAP standards and documentation.
The designated SAP Support Advisory Center will be English speaking and available to Licensee's Contact Person (as defined below) or its authorized representative twenty-four hours a day, seven days a week for mission critical support related requests. The available local or global dial-in numbers are shown in SAP Note 560499.
The Support Advisory Center is only responsible for the above mentioned mission critical support related tasks to the extent these tasks are directly related to issues or escalations regarding the Enterprise Support Solutions.

2.3 SAP Continuous Quality Check. In case of critical situations related to the SAP Software Solution (such as Go Live, upgrade, migration or Top Issues), SAP will provide at least one Continuous Quality Check (the "Continuous Quality Check" or "CQC") per calendar year for each SAP Software Solution.
The CQC may consist of one or more manual or automatic remote Service Sessions. SAP may deliver further CQC's in cases where vital alerts are reported by SAP EarlyWatch Alert or in those cases where Licensee and the SAP Advisory Center mutually agree that such a service is needed to handle a Top-Issue. Details, such as the exact type and priorities of a CQC and the tasks of SAP and cooperation duties of Licensee, shall be mutually agreed upon between the parties. At the end of a CQC, SAP will provide Licensee with an action plan and/or written recommendations.
Licensee acknowledges that all or part of the CQC sessions may be delivered by SAP and/or a certified SAP partner acting as SAP's subcontractor and based on SAP's CQC standards and methodologies. Licensee agrees to provide appropriate resources, including but not limited to equipment, data, information, and appropriate and cooperative personnel, to facilitate the delivery of CQC's hereunder.
Licensee acknowledges that SAP limits CQC re-scheduling to a maximum of three times per year. Re- scheduling must take place at least 5 working days before the planned delivery date. If Licensee fails to follow these guidelines, SAP is not obliged to deliver the yearly CQC to the Licensee.

2.4 SAP Solution Manager Enterprise Edition under SAP Enterprise Support.

2.4.1 Use of SAP Solution Manager Enterprise Edition (and any successor to SAP Solution Manager Enterprise Edition provided hereunder) shall be subject to the Agreement and is solely for the following purposes under SAP Enterprise Support: (i) delivery of SAP Enterprise Support, and (ii) application lifecycle management for Licensee IT Solutions. Such application lifecycle management is limited solely to the following purposes:

- implementation, configuration, testing, operations, continuous improvement and diagnostics
- incident management (service desk), problem management and change request management as enabled using SAP CRM technology integrated in SAP Solution Manager Enterprise Edition

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- mobile application lifecycle management scenarios using SAP NetWeaver Gateway (or equivalent technology) integrated in SAP Solution Manager Enterprise Edition
- management of application lifecycle management projects for Licensee IT Solutions using the project management functionality of SAP Project and Portfolio Management integrated in SAP Solution Manager Enterprise Edition. (However, the portfolio management functionality of SAP Project and Portfolio Management is not in scope of SAP Solution Manager Enterprise Edition and will need to be licensed separately by Licensee.)
- administration, monitoring, reporting and business intelligence as enabled using SAP NetWeaver technology integrated in SAP Solution Manager Enterprise Edition. Business intelligence may also be performed provided the appropriate SAP BI software is licensed by Licensee as part of the Enterprise Support Solutions.

For application lifecycle management as outlined under section 2.4.1(ii) above, Licensee does not require a separate Package license to SAP CRM.

2.4.2 Licensee is entitled to use those SAP databases which are listed on SAP's Customer Support Website that are generally available to all SAP licensees together with SAP Solution Manager. This runtime license is limited to the use of the relevant database as underlying database of the SAP Solution Manager and limited to the term of this Schedule.

2.4.3 SAP Solution Manager Enterprise Edition may not be used for purposes other than those stated above. Without limiting the foregoing restriction, Licensee shall especially without limitation not use SAP Solution Manager Enterprise Edition for (i) CRM scenarios such as opportunity management, lead management, or trade promotion management except as CRM scenarios are expressly stated in Section 2.4.1; (ii) SAP NetWeaver usage types other than those stated above or (iii) application lifecycle management and in particular incident management (service desk) except for Licensee IT Solutions and (iv) non-IT shared services capabilities, including without limitation HR, Finance or Procurement; (v) SAP Project and Portfolio Management including but not limited to portfolio management or project management other than management of application lifecycle management projects as described above in Section 2.4.1; (vi) SAP NetWeaver Gateway, except for the mobile application lifecycle management scenarios within the scope described above in Section 2.4.1.

2.4.4 SAP – in its sole discretion – may update from time to time on SAP's Customer Support Website under http://support.sap.com/solutionmanager the use cases for SAP Solution Manager Enterprise Edition under this Section 2.4.

2.4.5 SAP Solution Manager Enterprise Edition shall only be used during the term of this Schedule subject to the licensed rights for the Software and exclusively for Licensee's SAP-related support purposes in support of Licensee's internal business operations. The right to use any SAP Solution Manager Enterprise Edition capabilities under SAP Enterprise Support other than those listed above is subject to a separate written agreement with SAP, even if such capabilities are accessible through or related to SAP Solution Manager Enterprise Edition. Licensee shall be entitled to allow any of its employees to use web self-services in the SAP Solution Manager Enterprise Edition during the term of this Schedule like creating support tickets, requesting support ticket status, ticket confirmation and change approvals directly related to Licensee IT Solutions.

2.4.6 In the event Licensee terminates SAP Enterprise Support and receives SAP Standard Support in accordance with Section 6, Licensee's use of SAP Solution Manager Enterprise Edition under SAP Enterprise Support shall cease. Thereafter, Licensee's use of SAP Solution Manager Enterprise Edition shall be governed by the terms and conditions of the SAP Standard Support Schedule.

2.4.7 Use of SAP Solution Manager Enterprise Edition may not be offered by Licensee as a service to third parties even if such third parties have licensed SAP Software; provided, third parties authorized to access the SAP Software under the Agreement may have access to SAP Solution Manager Enterprise Edition solely for SAP-related support purposes in support of Licensee's internal business operations under and in accordance with the terms of this Schedule.

3. Licensee's Responsibilities.

3.1 SAP Enterprise Support Program Management. In order to receive SAP Enterprise Support hereunder, Licensee shall designate a qualified English speaking contact within its SAP Customer Center of

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Expertise for the Support Advisory Center (the "Contact Person") and shall provide contact details (in particular e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such Contact Person can be contacted at any time. Licensee's Contact Person shall be Licensee's authorized representative empowered to make necessary decisions for Licensee or bring about such decision without undue delay.

3.2 Other Requirements. In order to receive SAP Enterprise Support hereunder, Licensee must further satisfy the following requirements:

(i) Continue to pay all Enterprise Support Service Fees in accordance with the Agreement and this Schedule.

(ii) Otherwise fulfill its obligations under the Agreement and this Schedule.

(iii) Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for remote analysis of issues as part of incident handling. Such remote access shall be granted without restriction regarding the nationality of the SAP employee(s) who process incidents or the country in which they are located. Licensee acknowledges that failure to grant access may lead to delays in incident handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner. The necessary software components must also be installed for support services. For more details, see SAP Note 91488.

(iv) Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 4 below.

(v) Have installed, configured and be using productively, an SAP Solution Manager Enterprise Edition Software system, with the latest patch levels for Basis, and the latest SAP Solution Manager Enterprise Edition support packages.

(vi) Activate SAP EarlyWatch Alert for the Production Systems and transmit data to Licensee's productive SAP Solution Manager Enterprise Edition system. See SAP Note 1257308 for information on setting upthis service.

(vii) Perform the Initial Assessment as described in Section 2.2 and implement all the recommendations of SAP classified as mandatory.

(viii) Establish a connection between Licensee's SAP Solution Manager Enterprise Edition installation and SAP and a connection between the Enterprise Support Solutions and Licensee's SAP Solution Manager Enterprise Edition installation.

(ix) Licensee shall maintain the solution landscape and core business processes in Licensee's SAP Solution Manager Enterprise Edition system for all Production Systems and systems connected to the Production Systems. Licensee shall document any implementation or upgrade projects in Licensee's SAP Solution Manager Enterprise Edition system.

(x) To fully enable and activate the SAP Solution Manager Enterprise Edition, Licensee shall adhere to the applicable documentation.

(xi) Licensee agrees to maintain adequate and current records of all modifications and, if needed, promptly provide such records to SAP.

(xii) Submit all incidents via the then current SAP support infrastructure as made available by SAP from time to time via updates, upgrades or add-ons.

(xiii) Inform SAP without undue delay of any changes to Licensee's installations and any other information relevant to the Enterprise Support Solutions.

4. Customer Center of Expertise.

4.1 Role of the Customer Center of Expertise. In order to leverage the full potential value delivered as part of SAP Enterprise Support, Licensee is required to establish a Customer Center of Expertise ("Customer Center of Expertise", or "Customer COE"). The Customer COE is designated by Licensee as a central point of contact for interaction with the SAP support organization. As a permanent center of expertise, the Customer COE supports Licensee's efficient implementation, innovation, operation and quality of business processes and systems related to the SAP Software Solution based on the Run SAP methodology provided by SAP. The Customer COE should cover all core business process operations. SAP recommends starting the implementation of the Customer COE as a project that runs in parallel with the functional and technical implementation projects.

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4.2 Basic Functions of the Customer COE. The Customer COE must fulfill the following basic functions:

- Support Desk: Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours (at least 8 hours a day, 5 days (Monday through Friday) a week). Licensee support process and skills will be jointly reviewed in the framework of the service planning process and the certification audit.
- Contract administration: Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
- Coordination of innovation requests: Collection and coordination of development requests from the Licensee and/or any of its affiliates, provided such affiliates are entitled to use the Enterprise Support Solutions under the Agreement. In this role the Customer COE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary modification of Enterprise Support Solutions and to ensure that planned modifications are in alignment with the SAP software and release strategy.
- Information management: Distribution of information (e.g. internal demonstrations, information events and marketing) about Enterprise Support Solutions and the Customer COE within the Licensee's organization.
- CQC and other remote services planning: Licensee regularly engages in a service planning process with SAP. The service planning starts during the initial implementation and will then be continued regularly.

4.3 Customer COE Certification. Licensee must establish a certified Customer COE upon the later to occur of the following: (i) within twelve months after the Effective Date; or (ii) within six months after Licensee has started using at least one of the Enterprise Support Solutions in live mode for normal business operations. To obtain the then-current primary Customer COE certification or re-certification by SAP, the Customer COE undergoes an audit procedure. Detailed information on the initial certification and re-certification process and conditions, as well as information on the available certification levels, is available on SAP's Customer Support Website (http://support.sap.com/ccoe).

5. Enterprise Support Fees. SAP Enterprise Support Fees shall be paid annually in advance and shall be specified in appendices or order forms under the Agreement.

6. Termination

6.1 SAP Enterprise Support may be terminated by either party with three months' written notice (i) prior to the end of the Initial Term and (ii) thereafter, prior to the start of the following renewal period. Any termination provided in accordance with above will be effective at the end of the then-current SAP Enterprise Support period during which the termination notice is received by the respective party. Notwithstanding the forgoing, SAP may terminate SAP Enterprise Support after one month's written notice of Licensee's failure to pay Enterprise Support Fees.

6.2 Notwithstanding Licensee's rights under Section 6.1, and provided Licensee is not in default of any obligations under the Agreement, Licensee may select SAP Standard Support with three months' written notice to SAP either (i) with respect to all orders for support that are solely on a calendar year renewal basis, prior to the start of the renewal period that follows the Initial Term that commenced as of Licensee's first order for SAP Enterprise Support; or (ii) with respect to all orders for support that are not solely on a calendar year renewal basis, prior to the start of the first renewal period in any calendar year that follows the Initial Term that commenced as of Licensee's first order for SAP Enterprise Support. Such selection shall be stated by Licensee in the notice letter, and shall terminate SAP Enterprise Support effective with the commencement of SAP Standard Support. Any such selection shall apply to all Enterprise Support Solutions and shall be on SAP's then-current terms and conditions for SAP Standard Support, including without limitation pricing. SAP and Licensee shall execute an amendment or other document to the Agreement memorializing Licensee's selection and SAP's then-current terms and conditions.

6.3 For the avoidance of any doubt, termination of SAP Enterprise Support or selection to enroll in another type of SAP Support Services by Licensee pursuant to Support Services selection provisions under the Agreement shall strictly apply to all licenses under the Agreement, its appendices, schedules, addenda and order documents and any partial termination of SAP Enterprise Support or partial selection of SAP Enterprise

Support by Licensee shall not be permitted in respect of any part of the Agreement, its appendices, schedules, addenda, order documents or this Schedule.

7. Verification. To check the compliance with the terms of this Schedule, SAP shall be entitled to periodically monitor (at least once annually and in accordance with SAP standard procedures) (i) the correctness of the information Licensee provided and (ii) Licensee's usage of the Solution Manager Enterprise Edition in accordance with the rights and restrictions set out in Section 2.4.

8. Reinstatement. In the event Licensee elects not to commence SAP Enterprise Support upon the first day of the month following initial delivery of the Enterprise Support Solutions, or SAP Enterprise Support is otherwise terminated pursuant to Section 6 above or declined by Licensee for some period of time, and is subsequently requested or reinstated, SAP will invoice Licensee the accrued SAP Enterprise Support Fees associated with such time period plus a reinstatement fee.

9. Other Terms and Conditions.

9.1 The scope of SAP Enterprise Support offered by SAP may be changed annually by SAP at any time upon three (3) months' prior written notice.

9.2 Licensee hereby confirms that Licensee has obtained all applicable licenses for the Licensee Solutions.

9.3 In the event that Licensee is entitled to receive one or more services per calendar year, (i) Licensee shall not be entitled to receive such services in the first calendar year if the Effective Date of this Schedule is after September 30 and (ii) Licensee shall not be entitled to transfer a service to the next year if Licensee has not utilized such service.

9.4 FAILURE TO UTILIZE SAP ENTERPRISE SUPPORT PROVIDED BY SAP MAY PREVENT SAP FROM BEING ABLE TO IDENTIFY AND ASSIST IN THE CORRECTION OF POTENTIAL PROBLEMS WHICH, IN TURN, COULD RESULT IN UNSATISFACTORY SOFTWARE PERFORMANCE FOR WHICH SAP CANNOT BE HELD RESPONSIBLE.

9.5 In the event SAP licenses third party software to Licensee under the Agreement, SAP shall provide SAP Enterprise Support on such third party software to the degree the applicable third party makes such support available to SAP. Licensee may be required to upgrade to more recent versions of its operating systems and databases to receive SAP Enterprise Support. If the respective vendor offers an extension of support for its product, SAP may offer such extension of support under a separate written agreement for an additional fee. If the vendor does not provide the support services required by SAP any more, SAP has the right to give reasonable notice of at least three months effective at the end of a calendar quarter of extraordinary and partial termination on the contractual relationship for support for the third party software concerned.

9.6 The parties agree the terms of the then current Personal Data Processing Agreement for SAP Support and Professional Services ("DPA") found at https://www.sap.com/about/agreements/data-processing-_agreements.html?tag=agreements:data-processing-agreements/support-professional-services apply to the Support Services and any other professional services SAP may provide to Licensee.

9.7 SAP Enterprise Support is provided according to the current maintenance phases of SAP software releases as stated in http://support.sap.com/releasestrategy.