



REQUEST FOR PROPOSALS:
Cloud Solutions

RFP #:
COG-2139

ISSUED BY:
The Cooperative Council of Governments
On Behalf of Equalis Group

*6001 Cochran Road, Suite 333
Cleveland, Ohio 44139*

DATED:
October 7, 2022

SECTION TWO:
Proposal Submission Documents, Technical Proposal, Cost
Proposal and Other Required Forms

PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- Proposal Form 1: Technical Proposal**

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- Proposal Form 2: Cost Proposal**

OTHER REQUIRED PROPOSAL FORMS:

- Proposal Form 3: Diversity Vendor Certification Participation**
- Proposal Form 4: Certifications and Licenses**
- Proposal Form 5: Unresolved Findings for Recovery**
- Proposal Form 6: Mandatory Disclosures**
- Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- Proposal Form 9: Clean Air Act & Clean Water Act**
- Proposal Form 10: Debarment Notice**
- Proposal Form 11: Lobbying Certification**
- Proposal Form 12: Contractor Certification Requirements**
- Proposal Form 13: Boycott Certification**
- Proposal Form 14 Federal Funds Certification Forms**
- Proposal Form 15: Arizona Contractor Requirements**
- Proposal Form 16: New Jersey Requirements**
- Proposal Form 17: General Terms and Conditions Acceptance Form**
- Proposal Form 18: Equalis Group Administration Agreement Declaration**
- Proposal Form 19: Master Agreement Signature Form**

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. <u>OVERVIEW & QUALIFICATIONS</u>	
1.1. Company Information	
1.1.1. Company Name:	DLT Solutions, LLC
1.1.2. Corporate Street Address:	2411 Dulles Corner Park, Suite 800 Herndon, VA 20171
1.1.3. Website:	www.dlt.com
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	<p>DLT Solutions was founded in 1991 and has been in business under its original name for more than 30 years. DLT accelerates Public Sector growth for technology companies. Since 1991, DLT has been dedicated to working with the U.S. Public Sector to solve IT challenges including cloud migration, protection against cybersecurity threats, and data center optimization and consolidation. DLT is a US-based, award-winning provider of Government IT and Cloud Solutions, distinguished for its market knowledge and expertise with its world-class software and hardware manufacturer partners. DLT is differentiated by acquiring deep subject matter knowledge and providing solution delivery to better serve public sector customers. DLT operates from a central office at 2411 Dulles Corner Park Suite 800, Herndon, VA 20171.</p> <p>In November 2019, DLT Solutions became a wholly owned subsidiary of Tech Data. Tech Data was founded in 1974. The company is ranked No. 88 on the Fortune 500 and has been named one of Fortune’s World’s Most Admired Companies for 10 straight years. In September 2021, Tech Data merged with Synnex Corporation to become TD-Synnex, creating the largest global IT distributor with a combined \$59.8B in revenue. Together, DLT and TD-Synnex, as TD Synnex Public Sector, offer the scale of a value-added global distributor coupled with the niche expertise of the longest serving, premier public sector aggregator. We have more than 75 years of combined dedication and service to the U.S. public sector in the federal government, state and local governments as well as education (SLED), healthcare and utility markets.</p>



TD-Synnex Public Sector is a specialized, fully integrated business unit that focuses on bridging the gap between technology partners and U.S. public sector organizations so they can achieve their individual missions. This is accomplished through specialized and scalable aggregator solutions, including channel enablement, engineering services and support, industry-centric marketing, the Diversity Alliance Program, and our Cloud Navigator, Enterprise Agreement Platform, Confirmed Stateside Support and Secure Software Factory offerings.

1.1.5. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:

Contact Name:	Mitchell Soni
Title:	Senior Manager
Phone:	(703) 801-1116
E-Mail Address:	Mitchell.Soni@dlt.com

1.1.6. Authorized Representative. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on

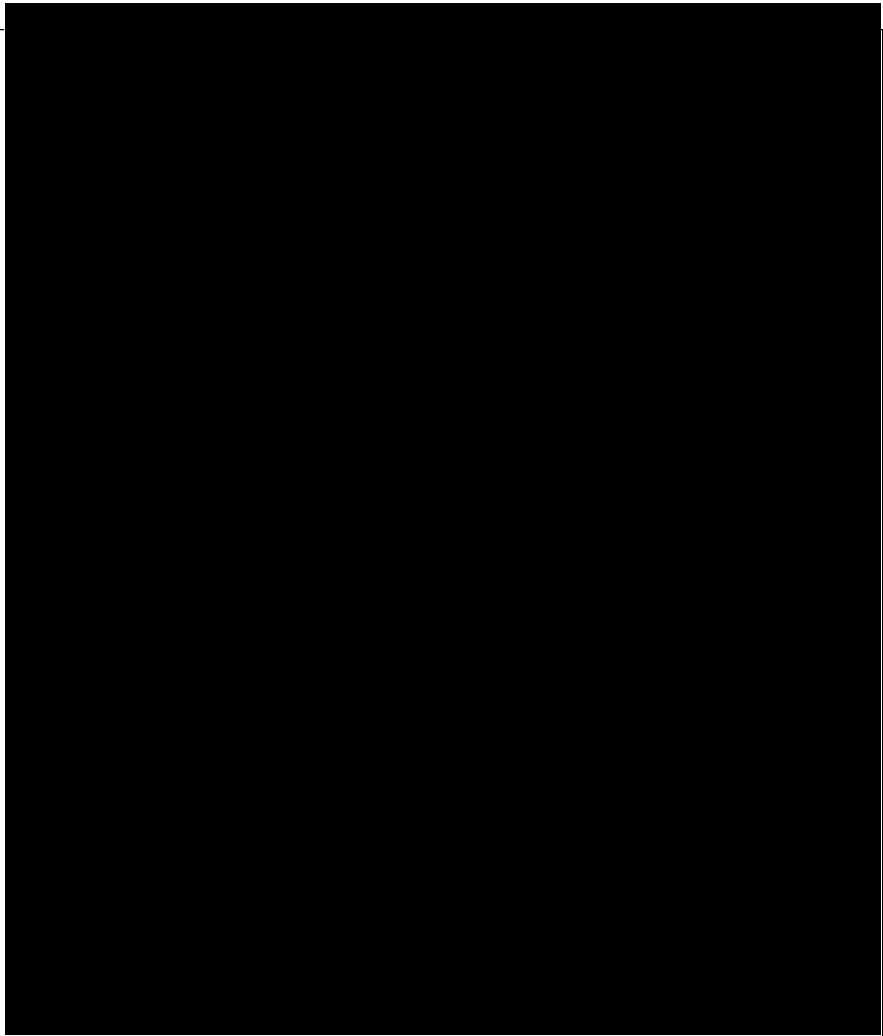
Contact Name:	Staci Patel
Title:	Vice President, General Counsel
Phone:	(703) 773-9205
E-Mail Address:	Staci.Patel@dlt.com

<p>each such representative and specify their function).</p>		
<p>1.2. Financial Strength & Legal Considerations</p>		
<p>1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a “Trade Secret” per the terms outlined in the RFP.</p>	<p>DLT Solutions is a financially sound company. DLT revenue exceeds \$1B annually; we predominantly provide value-added COTS information technology products on a competitively awarded basis. The remainder of our line is Firm Fixed Price- and Time & Materials-based services. As a wholly owned subsidiary of TD-Synnex, DLT Solutions is a public company; all available financial information about our business, including annual 10-K and quarterly 10-Q reporting, is located at https://ir.synnex.com/financials/default.aspx.</p>	
<p>1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p>N/A - DLT has not been involved in any bankruptcy or insolvency proceedings within the last 3 years.</p>	
<p>1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p>N/A – Neither the Company nor its Officers or Directors have been subject to any material litigation or investigations related to its performance under any government contract within the last 3 years.</p>	
<p>1.3. Industry Qualifications</p>		
<p>1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer or developer, distributor, dealer, reseller, or service provider?</p>	<p>DLT Solutions is a distributor of commercial-off-the-shelf (COTS) software and hardware, exclusively focused on serving the public sector.</p>	
<p>1.3.2. Manufacturer Authorization. If your company is best described as a distributor/dealer/reseller</p>	<p>DLT has provided written manufacturer authorization for each OEM vendor included in our bid as a separate attachment.</p>	

<p>(or similar entity), please certify that your organization is authorized to sell on behalf of the products and services you represent.</p>	
<p>1.3.3. Authorized Distributors, Agents, Dealers, or Resellers. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p>NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u></p>	<p>Under the CCOG/Equalis contract, DLT will sell directly to Equalis Group Members as well as through distribution partners. DLT intends to name specific distribution partners post-award and will make sure each dealer is approved by Equalis Group before allowing them to sell to Equalis Group Members.</p>
<p>1.3.4. Network Relationship. If your company is best described as a manufacturer, developer, or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?</p>	<p>N/A – DLT is not a manufacturer.</p>
<p>1.3.5. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your</p>	<p>DLT Solutions has served the public sector as a provider of COTS software and hardware solutions for more than 30 years. 100% of DLT’s revenue is generated from sales to public sector end users, either directly to the customer or via distribution through resellers</p>

<p>company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	
<p>1.3.6. Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>DLT Solutions services all areas of the United States, including Hawaii, Alaska, Puerto Rico, and other territories (OCNUS).</p>
<p>1.3.7. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in Proposal Form 4 - Certifications and Licenses.</p>	<p>DLT Solutions holds an ISO 9001:2015 certification for Quality Management Systems.</p>
<p>1.4. Public Sector Experience</p>	
<p>1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude</p>	<p>DLT Solutions' response to this question is hereby marked as proprietary and confidential Trade Secret Information, and thus exempt from disclosure. The Trade Secret Information described below is being shared for evaluation purposes only; it shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal.</p> <p>██████████</p>

information and data associated with Federal or GSA contracts



1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?

DLT Solutions' response to this question is hereby marked as proprietary and confidential Trade Secret Information, and thus exempt from disclosure. The Trade Secret Information described below is being shared for evaluation purposes only; it shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal.



1.4.3. Government Success.

What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?

DLT Solutions' response to this question is hereby marked as proprietary and confidential Trade Secret Information, and thus exempt from disclosure. The Trade Secret Information described below is being shared for evaluation purposes only; it shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal.



1.4.4. Customer References.

Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:

- a. Customer contact person and their title, telephone number, and email address;
- b. A brief description of the products and services provided by your company;
- c. Customer relationship starting and ending dates; and,
- d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.

Reference 1

Contract Description	DoD Enterprise Software Initiative (ESI) – Autodesk
Contract Value	~\$24M/year
Project Personnel	Kayla Hutson, Program Manager
Contracting POC	Dennis Fellin (717) 329-6588 dennis.j.fellin.civ@us.navy.mil

Reference 2

Contract Description	NASA SEWP V – Federal GWAC supporting IT procurement for all technology products. Open to ordering from all federal agencies.
Contract Value	~\$72M/year
Project Personnel	Michael Bekampis, Program Manager
Contracting POC	Darlene Coen (301) 286-4555 darlene.e.coen@nasa.gov

Reference 3

Contract Description	GSA IT 70 – Federal GWAC supporting IT procurement for all technology products. Open to ordering from all federal, state, and local agencies.
Contract Value	~\$90M/year
Project Personnel	Kayla Hutson, Program Manager
Contracting POC	Jay Johnson (202) 501-0093 jay.johnson@gsa.gov

Reference 4	
Contract Description	National Cooperative Purchasing Alliance (NCPA)
Contract Value	~\$800k/year
Project Personnel	Adam Pritchard, Cloud Program Manager
Contracting POC	Cory Fortune (864) 887-2241 cfortune@ncpa.us
Reference 5	
Contract Description	Omnia Partners - Oracle
Contract Value	~\$43M/year
Project Personnel	Chris Kline, Program Manager
Contracting POC	Brian Walsh (602) 506-3243 Brian.Walsh@Maricopa.gov

2. Products & Services

2.1. PRODUCTS & SERVICES

2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.

Your response may include, but is not limited to, information related to differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your

DLT's current bid pricing includes products from the following OEMs:

- Amazon Web Services
- Apptio
- Archibus
- Aurigo
- Bio-Key
- DataWalk
- Devo
- Kemp Technologies
- MicroStrategy
- NetDocuments
- Pluralsight
- Polarity

Please see DLT's Attachment B Cost Proposal for pricing information associated with each OEM.

<p>products and service offering.</p> <p>IMPORTANT. This description along with the products and services included in the Attachment B – Cost Proposal will be utilized to define the overall products and services available under an awarded contract.</p>	
<p>2.1.2. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p>DLT Solutions’ extensive network of OEM and partner relationships will provide CCOG and Equalis Group with significant additional value during the term of the proposed contract. We look forward to the potential expansion of the CCOG agreement to our full line of cloud and software manufacturers and appreciate the opportunity to work together to bring software products and services to State, Local, and Education entities across the country.</p> <p>DLT understands that additional documentation would be needed for any value add products or services to be considered for official inclusion on the award of this solicitation. For informational purposes only, we have included DLT’s Strategic Line Card as a contract value add. DLT looks forward to the opportunity to onboard additional manufacturers during the life of the contract. The available brands include software publishers from 6 focused technology domains: Cybersecurity, Cloud Computing, Big Data & Analytics, Business Applications, IT Infrastructure, and Application Lifecycle.</p>
<p>2.1.3. Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p>	<p>Please review DLT’s response to Section 2.1.2 above for information about additional product offerings available to CCOG/Equalis Group customers.</p>
<p>2.1.4. Warranty. Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public</p>	<p>DLT will provide a warranty for all products and services in accordance with the relevant manufacturer’s standard commercial warranty. End User License Agreements (with applicable warranties) have been provided for each manufacturer as separate attachments.</p>

<p>sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal.</u></p>	
<p>2.1.5. Security. Describe the security protocols in place to ensure the safe transmission of information being shared through your products and services.</p>	<p>DLT and TD Synnex Public Sector maintain a Supply Risk Management (SCRM) that addresses our policies and protocols that protect DLT and its customers from supply chain and delivery issues. The plan was originally written for a specific federal contract (2GIT) but applies to all DLT policies for all contract vehicles, SLED and federal. The current SCRM plan has been provided as a separate attachment. Please note that this plan is currently under annual review and an updated version will be available to all customers upon request by the end of 2022.</p>
<p>3. <u>Business Operations</u></p>	
<p>3.1.1. Logistics</p>	
<p>3.1.2. Distribution & Shipping Capabilities. Describe how supplier proposes to distribute the products/services in Bidder’s defined geographic reach.</p> <p>Your response may include, but is not limited to, information related to the number of distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.</p>	<p>DLT Solutions support sales to all states and U.S. territories, and operates from a central office in Herndon, Virginia. Cloud and software products purchased from DLT or its resellers are downloaded by the customer via the internet. Cloud and software products purchased from DLT are accessed or downloaded via the Internet; products are generally available within 24 hours or less of DLT’s receipt of a valid purchase order. Hardware products purchased from DLT or its resellers are shipped to customers directly from the manufacturer.</p>
<p>3.2. Customer Service</p>	
<p>3.2.1. Customer Service Department. Describe your company’s customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts</p>	<p>The DLT Solutions Sales, Contracts, and Marketing support team is available Monday to Friday 8:30 a.m. to 5:30 p.m. EST, operating from our central office in Herndon, VA. In addition to these standard business hours, it has been our experience that the processing of orders and the need for customer and technical service spikes throughout the course of the year, reflecting various fiscal year ends and other deadlines. As such, we use a cross-trained workforce to adapt to high-volume workloads and provide extended coverage when needed to ensure that resources are available to Customers as-needed</p>

<p>outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p>during non-work hours, especially during End of Month (EOM) and End of Quarter (EOQ).</p>
<p>3.2.2. Training & Support. Describe any training or other support resources you provide to support end users in better understanding how to utilize your products and services?</p>	<p>DLT offers OEM-specific training services as listed in each vendor’s price list.</p> <p>DLT also offers partners and customers training and certification courses through TD-Synnex’s award-winning ExitCertified® training business. ExitCertified is an industry leader in IT training; our training and development resources enable users obtain the vital skills required to advance. We’ve been training IT professionals since 2001 and today, we deliver thousands of authorized training courses. Our vertical strategy empowers our partners and customers to align with specialization in high-growth vertical markets and technology areas to grow their businesses</p>
<p>3.2.3. Implementation. Outline any implementation or other resources you provide in helping to configure your solutions, whether during the initial startup, or ongoing as part of the software maintenance.</p>	<p>DLT offers OEM-specific implementation services as listed in each vendor’s price list. DLT also offers a broad range of technical services directly, including Confirmed Stateside Support (CSS) and Managed Services.</p> <p>The DLT Service Center, established in 2005, is an unrivaled Customer advantage that delivers Confirmed Stateside Support (“CSS”) - U.S.-citizen, U.S.-soil, ITAR compliant technical support, 24x7x365. A public sector-focused, certified technical support engineer will always answer your call live within ten seconds. The DLT Service Center provides industry leading managed services and technical support, as evidenced by a 98.2 percent closure rate without escalation, and an annual average Customer satisfaction rating of 9.8 (based on a 10 point scale.)</p> <p>DLT’s certified engineers are deeply rooted in the above technologies and are able to solve your most complex technical issues. As our current Customers (over 300+ public sector Customers) can attest, our technical engineers are not only experts in the aforementioned technologies but also have real world consulting experience in architecting and implementing solutions. Utilizing cutting edge technologies and systems, a technical account engineer will support you and your environment to personally ensure continuity and consistency. Our dedication to solving your challenges results in a significant reduction in incident resolution duration and overall increase in efficiencies for your agency.</p> <p>The DLT Service Center’s accredited engineering professionals provide the following:</p> <ul style="list-style-type: none"> • Support calls answered by a live person • Customized Service Levels (for example, 24x7 support or 8x5 support)

- Single 1-888 number for all services and product-impact alerts
- Pre-support assessment
- Monitoring of all service activity
- Specialized reporting and analysis
- Discounted pricing for training and consulting services

DLT also offers Managed Services for cloud products; The DLT Managed Services offering comprises the proven DLT management methodology and suite of tools, coupled with DLT vendor-certified engineering oversight, allowing users the ability to have DLT monitor, manage, and provision their environments to meet their via a safe, secure and methodical means.

Built on vendor partners' proven framework, our cloud platform offerings allow your Customers to rapidly procure IT services, scale up or down as needed and release when finished, resulting in the perfect mix of cost savings, improved service deliverability, and increased productivity for your agency. DLT Managed Services supports the entire life cycle of services. From design and implementation to management and support, we offer a unique "train-mentor-deliver" approach that guarantees rapid Customer adoption and maximum self-efficiency. DLT Managed Services also provides our Customers with ongoing managed services including support, monitoring and maintenance to ensure continuity and consistency within your cloud environment.

- Monitor
 - Platform/Instance Monitoring:
 - Thresholds/Alerting
 - Monthly Availability Report
 - CloudWatch Spend Alarms
- Manage
 - Technical Account Manager
 - OS Performance and Reporting
 - Monthly OS Patching
 - OS Security Patching (as needed)
 - AMI Creation & Management
 - System Snapshots
 - CloudTrails Configuration
 - System Log Management
 - CloudWatch Log Aggregation
 - Weekly Change Advisory Board Participation
 - IAM Policy Management
 - Monthly Best Practices Review
 - Change Logging
- Perform
 - Intrusion Detection Service (IDS)
 - Security Log Monitoring
 - Web Application Firewall (WAF)
 - Anti-Virus / Malware protection
 - Ticket System Integration

- Database/NoSQL Services Support (basic management/support)
- Application Support (basic management/support)
- Authority to Operate (ATO) Support Services
- Compliance Services

For service engagements that require an onsite or otherwise augmented presence, DLT's channels program uses a network of more than 1,000 partners nationwide to provide a broad range of professional, consulting, and managed services.

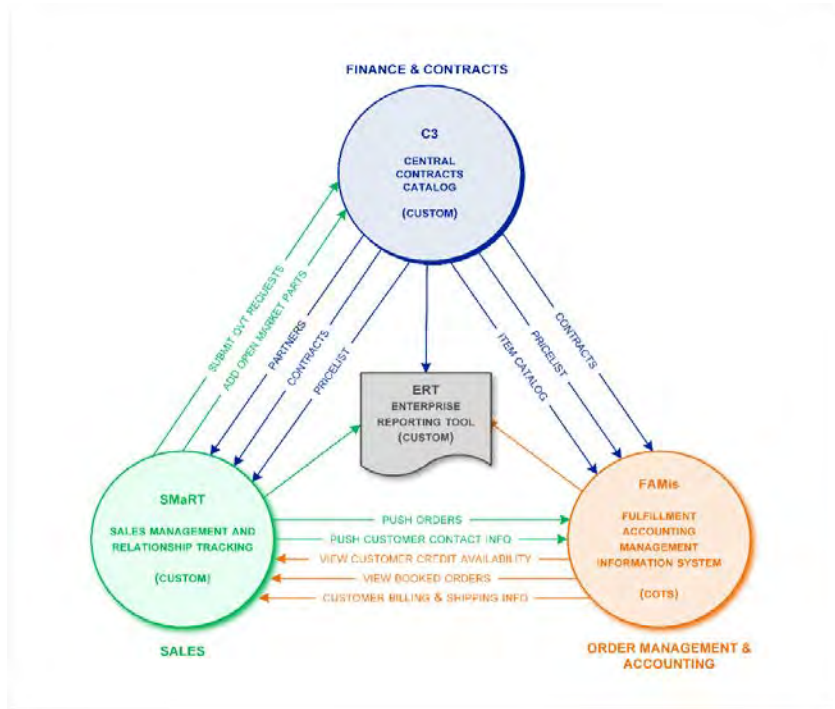
3.3. Customer Set Up; Order & Invoice Processing; Payment

DLT's invoice payment terms are Net 30 days after issuing the invoice. Time of invoice is determined by specific contract and Purchase Order terms and conditions. DLT accepts the following forms of payment:

- Check
- Government Purchase Card
- ACH/Wire Transfer

DLT has developed highly integrated internal systems to manage and support all aspects of successful cooperative contract vehicle management. Our systems handle the complete end-to-end business model, from quote to order to product delivery to invoicing.

3.3.1. Order & Invoice Process. Describe your company's proposal development, order, and invoice process. Your response should include, but is not limited to, acceptable payment methods and standard payment terms.



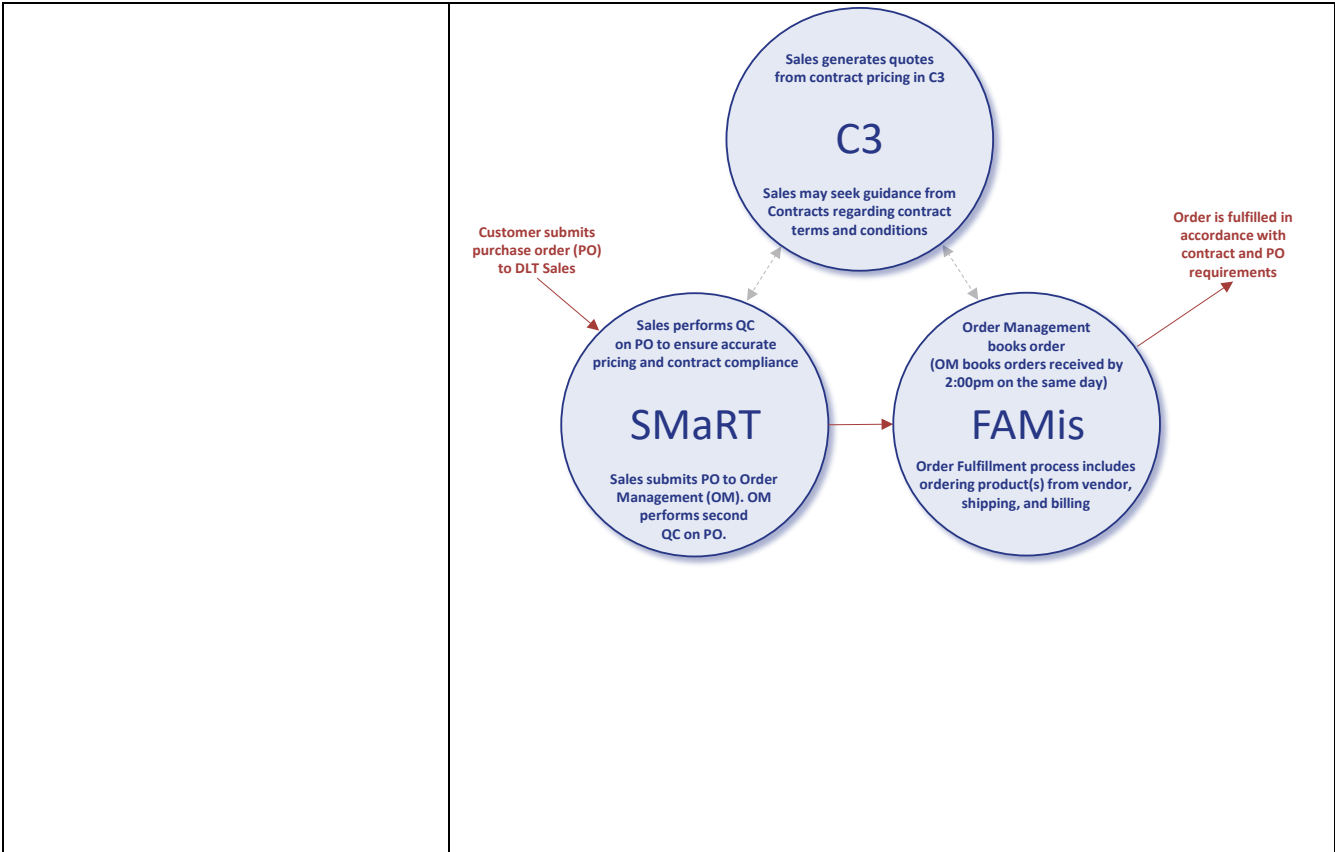
SMaRT (Sales Management and Relationship Tracking) – SMaRT maintains and manages all aspects of the lifecycle of an order against

DLT contracts from first Customer contact through sales quotation through booking of an order. SMaRT contains over 150,000 Government contacts associated and linked to all Government agencies built on a hierarchical system (sector/agency/sub-agency). SMaRT is completely integrated with DLT's C3 and FAMis systems to ensure that all quotes are created based on contractual terms and conditions. SMaRT maintains notes on all aspects of Customer and vendor interactions including documents transferred and conversations. Through various auditable means, SMaRT ensures that Customers' orders are accurately and efficiently processed.

C3 (Central Contracts Catalog) – The C3 database allows DLT to ensure that all product pricing is accurate and current. C3 contains all contract offerings and related products and pricing based on the respective contract's specific terms and conditions. C3 is fully integrated with SMaRT and FAMis (see below) to ensure a systematic and error-free quote-to-order fulfillment process. C3 maintains a complete history of product and pricing modifications for every product on every contract back to mid-2005.

FAMis (Fulfillment Accounting Management Information System) – FAMis is DLT's Enterprise-wide accounting and order management system handling both fulfillment and professional services orders. It meets the unique needs of our public sector Customers. FAMis is fully integrated with both SMaRT and C3. FAMis also provides all reporting specific to our awarded contracts. FAMis is a highly customized implementation of Microsoft Dynamics NAV.

ERT (Enterprise Reporting Tool) – ERT is integrated with all DLT systems to provide reporting capabilities to DLT business units. ERT provides a standardized interface and limits user access to only the reports and data that they have privileges to view. Reports can be queried to filter group reports (for example, by Division, Rep, Contract, Vendor, Manufacturer, Sector) based on the Customer's needs. Integrated into all these systems is DLT's **ePacket**, a document management system. The system can store any type of file or document, price quotes, purchase orders, credit applications, and proof-of-government documents, among others. ePacket is able to distinguish, search, and filter correspondence based on a particular Customer, quote, order, or employee, as well as based on date/time and type of correspondence. In combination with detailed records and notes stored in SMaRT, it is possible to track the transaction lifecycle from start to finish. The graphic below demonstrates how an order flows through DLT's internal systems:



4. PRICING

4.1. Cost Proposal

4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.

DLT has provided pricing for each manufacturer’s products as a set minimum discount from the then-current MSRP. Please see Attachment B Cost Proposal for full pricing details.

4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with

DLT pricing is based on a set minimum discount from the then-current MSRP. Commercial price lists are maintained by each manufacturer and are available upon request to any customer. Commercial price lists are typically updated on either a monthly or quarterly basis.

pricing in the Master Agreement.	
<p>4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
<p>4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>Additional discounts beyond the minimum discount identified in Attachment B Cost Proposal may be available and are negotiated with each customer at the order level.</p>
<p>4.1.5. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p>NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing.</p>	<p>Pricing for Open Market products will be negotiated with each customer at the order level.</p>
<p>4.1.6. Total Cost of Acquisition. Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up,</p>	<p>N/A</p>

mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.

5. GO-TO-MARKET STRATEGY

5.1. Bidder Organizational Structure & Staffing of Relationship

5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;

1. Executive Contact
2. Contract Manager
3. Sales Leader
4. Reporting Contact
5. Marketing Contact.

Indicate who the primary contact will be if it is not the Sales Leader

Executive Contact

- Eddie Franklin
- Eddie.Franklin@tdsynnex.com
- <https://www.linkedin.com/in/eddie-franklin-a6142a8/>

Contract Manager

- Chris Kline
- Chris.Kline@dlt.com
- <https://www.linkedin.com/in/chriskline22/>

Sales Leader

- Chris Dewey
- Chris.Dewey@dlt.com
- <https://www.linkedin.com/in/chris-dewey-805b6243/>

Reporting Contact

- Mitchell Soni
- Mitchell.Soni@dlt.com
- <https://www.linkedin.com/in/mitchell-soni-b8891447/>

Marketing Contact

- Tom Mahoney
- Thomas.Mahoney@dlt.com
- <https://www.linkedin.com/in/tomkmahoney/>

5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.

The DLT sales force operates out of a central office in Herndon, VA. DLT Solutions' sales teams are aligned by specific technology groups to facilitate optimum account knowledge, Customer service, and effective implementation. Technology domains include Cybersecurity, Cybersecurity, Big Data & Analytics, IT Infrastructure, Application Lifecycle, and Business Applications.

Within these technology domains, each sales team is dedicated to a specific manufacturer or manufacturers to ensure that DLT representatives are experts on the set of products they support. Within each sales team, representatives are assigned to specific geographical territories. Within this structure DLT creates dedicated

	<p>teams specifically for New License, Renewal, and Services. State and local sales experience on the team varies, from 1-20 years.</p>
<p>5.2. Contract Implementation Strategy & Expectations</p>	
<p>5.2.1. Contract Expectation. What are your company’s expectations in the event of a contract award?</p>	<p>DLT Solutions appreciates the opportunity to expand our relationship with Cooperative Council of Governments and Equalis Group. If awarded, DLT will continue building a strong relationship with CCOG and Equalis Group to ensure a seamless implementation of the agreement. We will collaborate to develop the highest possible level of success for marketing this contract to public agencies across the United States.</p> <p>DLT will work closely with the CCOG and Equalis Group representatives to align our sales strategies to best optimize the growth of the agreement. This will include regular cadence calls with the to discuss current opportunities, as well as potential growth areas and how to best capitalize on them. Additionally, upon award, DLT Solutions will collaborate with CCOG and Equalis Group on coordinated sales outreach, including:</p> <ul style="list-style-type: none"> • Targeted Cold Calling • Attendance and Participation in industry conferences • Sales Training of Partner Network • Sales Training of DLT sales force • Targeted marketing email campaigns
<p>5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company’s vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.</p>	<p>DLT adheres to a standard implementation plan upon award of each new contract vehicle. The rollout and implementation plan for the CCOG agreement will include the actions listed below. These actions will take place within the first 10 days of contract award (many within the first 24-48 hours):</p> <ul style="list-style-type: none"> • Notify internal stakeholders and executive leadership of contract award. • Assign program manager responsible for operational management of the contract • Set up new contract in DLT internal systems: price lists, contract/quote terms, etc. • Create collaboration folder in DLT SharePoint site – this folder includes award documents, Contract Overview, Stakeholder Registry, a Contract Requirements Matrix, and additional contract-specific documentation as needed. • Conduct internal kick-off meeting with all stakeholders and executive leadership. Stakeholders include sales representatives and leadership as well as contracts, pricing, and order management personnel. Objectives include: <ul style="list-style-type: none"> ○ Review Requirements Matrix and Contract Checklist ○ Review Contract Roll Out FAQ document ○ Determine Manufacturer, Customer, and Partner engagement strategy

- Establish DLT message for press release and collateral
- Create and release marketing press release identifying the agreement as DLT's latest contractual offering to Public Agencies.
- Set up collaboration folder in DLT Sharepoint site
- Update the DLT website with new contract information
- Conduct initial sales-specific training, which includes:
 - Sales-specific terms and conditions
 - How to Quote
 - How to Book
 - Accounting: fees, reporting, invoice requirements, etc.
- Educate the sales force on the requirements of the Master Agreement.
- Train the sales force on marketing the Master Agreement to Customers. DLT executive leadership supervises training sessions to ensure full support and engagement.
- Create vendor- and partner-facing training materials explaining contract utilization procedures, eligible customers, suggested marketing avenues, etc.

Within the first 90 days of contract award, the DLT team will work with the CCOG/Equalis team to develop any additional training that may be required and present that information to the DLT sales organization.

At DLT Solutions, we believe that our high volume, cost-efficient direct marketing format allows us to maintain a pricing and customer service advantage over other product resellers and distributors. DLT Solutions has a long history of marketing and providing thought leadership to the state, local and education markets through Communities of Interest. As an example: for a single OEM in one year, DLT created 34 integrated campaigns and leveraged nearly 7,000 Customers and contacts to close over 1,800 wins. In addition to the contacts in our enterprise applications database, DLT Solutions also leverages over 65,000 customers and contacts using to conduct state and local year-end campaigns with the specific goal of helping them spend their remaining IT budgets before the new fiscal year begins. The DLT marketing plan, to be implemented within 90 days of contract award and maintained throughout the life of the contract, includes the following actions:

- Public Relations: Upon award of the contract, DLT Solutions will create and distribute a co-branded press release to all of its media contacts highlighting the addition of the CCOG/Equalis contract to its contract portfolio. DLT Solutions will use CCOG/Equalis awards to identify unique stories that can be turned into case studies and subsequent joint press opportunities.
 - The announcement, contract details and contact information will be simultaneously published on the DLT homepage, as well as its social media pages (Twitter, LinkedIn, etc.)

- Marketing Materials: DLT will design, publish, and distribute and wide range of co-branded materials:
 - DLT will brand Customer facing and internal line cards with Contracting Office approved nomenclature for distribution
 - Targeted Account Based Marketing ads will be utilized to increase brand awareness of the contract on all of our social media platforms
 - Customized booth branding and collateral will be created to ensure that this contract is presented at ANY tradeshow that DLT attends
 - DLT will provide blogs, create case studies and webinars to on a quarterly basis to optimize and enhance contract awareness
 - Email communication will be positioned to all of our current Customers for contract awareness - fiscal year end-specific campaigns will target Customers with ease of procurement and evangelism of the contract as well
 - Single page contract brief for distribution via email campaigns and at tradeshow.
- CCOG/Equalis Homepage: Per contract requirements, this page will include:
 - CCOG/Equalis standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
- Trade Shows: DLT is a longtime attendee of the NIGP Annual Forum, and will continue to attend and participate throughout the life of this contract and beyond. DLT also sends representatives to a wide range of other trade shows throughout the year (see below).
 - As a member of the NIGP Advisory Board, DLT is well positioned to provide thought leadership and influence beyond the trade show floor. DLT leaders speak in seminars to share their expertise on IT procurement and are able to promote additional awareness of the Cobb County contract beyond the capability of other contractors.
 - Participation and/or sponsorship in national trade shows and conferences and targeted events in AZ, CO, PA, TN, VA, MD, WV, IL, NY, CA, TX and FL, including pre-and post-event communications and follow-up. 2022-2023 events include:
 - Educause Annual Conference
 - AWS Public Sector Summit
 - WEST 2023
 - HIMSS
 - RSA

	<ul style="list-style-type: none"> ▪ NACo Annual Conference & Exposition ▪ NASCIO ○ Advertising: DLT will participate in the publication of national and regional advertising in trade publications. DLT also invests in radio and internet advertising during peak buying seasons. <p>To support Sales force training in the DLT organization is centralized through our corporate training program, DLT University. DLT University offers instructor-led training along with 24/7/365 access to online courses and organizational knowledge banks. Continuous learning is a highly valued practice at DLT, and upon award the DLT PMO team will develop a curriculum to educate the sales force on how to use and market the CCOG/Equalis agreement. This course will serve to raise awareness of the agreement, instruct representatives in how to drive revenue through the vehicle, and ensure compliance on all orders received under the contract.</p> <p>In addition to the implementation, sales, and marketing activities described above, DLT's implementation plan includes action items across multiple business units designed to boost engagement and speed up the ramp-to-revenue timetable.</p> <p>Sales</p> <ul style="list-style-type: none"> • Meet with awarded Software Publishers to design and execute on a tailored CCOG SLED strategy • Engage with current prospects and funnel existing sales pipeline towards the CCOG agreement • Work to strengthen depth and breadth of initial award: liaise with additional Software Publishers in DLT's network to add eligible providers to the CCOG agreement <p>Contracts/Programs</p> <ul style="list-style-type: none"> • Establish reporting and fee remittance workflow in DLT systems • Setup contract profile and pricelists in DLT systems • Work with DLT marketing team to develop and launch dedicated webpage off corporate website. • Create training curriculum and present materials to sales team, Publishers, and/or Partners.
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<p>5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>DLT has provided estimated minimum revenue below for each year of the contract. Please note that these figures do not represent a guarantee of total contract sales</p> <ul style="list-style-type: none"> • Year 1: \$100,000 • Year 2: \$250,000 • Year 3: \$500,000 • Year 4: \$1,000,000 • Year 5: \$1,500,000
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6. ADMIN FEE & REPORTING

6.1. Bidder Organizational Structure & Staffing of Relationship

6.1.1. Administrative Fee.

Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.

The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.

Please provide your proposed Administrative Fee percentage or structure.

NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the **Attachment A – Model Administration Agreement.**

DLT suggests a 1% Administrative Fee for this contract; this fee is in line with standard federal contract fees (0.75% or less) and makes Equalis a more competitive option compared to other SLED cooperatives that require a 2-3% Administrative Fee.

6.1.2. Sales & Administrative Fee Reporting.

Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If

DLT confirms it is able to meet all reporting and fee remittance requirements for this agreement.

<p>not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	
<p>6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>DLT maintains robust internal systems to maintain compliance with more than 70 prime contract agreements with public sector customers in the SLED and federal verticals. DLT’s C3 and SMART applications regulate contract-specific pricing and maintain a record of all quotes and orders on each contract vehicle. See Section 3.3.1 for additional details.</p> <p>DLT also uses Microsoft Dynamics NAV. Our financial systems are reviewed annually for adequate internal controls since we have hundreds of prime and subcontractor awards. We have stringent accounting and financial controls in place to track all sales and relevant reporting/fee requirements..</p>

PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE: Yes No

List certifying agency: [Click or tap here to enter text.](#)

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (“DBE”)

Respondent certifies that this firm is a SBE or DBE: Yes No

List certifying agency: [Click or tap here to enter text.](#)

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE: Yes No

List certifying agency: [Click or tap here to enter text.](#)

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: Yes No

List certifying agency: [Click or tap here to enter text.](#)

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone: Yes No

List certifying agency: [Click or tap here to enter text.](#)

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder: Yes No

List certifying agency: [Click or tap here to enter text.](#)

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

DLT is ISO 9001:2015 certified – please see below for our certified ISO logo showing our approval number:



GIUS-1033-QC

ISO 9001:2015

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PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- Yes
 No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. **None. DLT has not been the subject of any formal claims for breach of contract.**

2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. **None. DLT has not been the subject of any formal claims for breach of contract.**

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

- Yes**
- No**

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Bidder Response: Under the CCOG/Equalis contract, DLT will sell directly to Equalis Group Members as well as through distribution partners. DLT intends to name specific distribution partners post-award and will make sure each dealer is approved by CCOG/Equalis Group before allowing them to sell to Equalis Group Members.

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

I **Elizabeth White,** hereby certify and affirm that **DLT Solutions,** LLC, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, **Elizabeth White,** hereby certify and affirm that **DLT Solutions,** LLC, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard *(as opposed to a record keeping or administrative standard)* in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, **Elizabeth White.,** hereby certify and affirm that **DLT Solutions,** LLC, is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23,** which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I, **Elizabeth White.,** hereby certify and affirm that DLT Solutions, LLC either is not subject to a finding for recovery under **ORC Section 9.24,** or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, I **Elizabeth White,** hereby affirm that this proposal accurately represents the capabilities and qualifications of DLT Solutions, LLC, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. *(Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)*

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized signature:  _____
1483078006878448

Printed Name: Elizabeth White

Company Name: DLT Solutions, LLC

Mailing Address: 2411 Dulles Corner Park, STE 800, Herndon, VA 20171

Email Address: sales@dlt.com

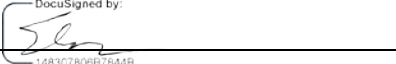
Job Title: Director of Contracts and Corporate Counsel

PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name: DLT Solutions, LLC

Mailing Address: 2411 Dulles Corner Park, Suite 800, Herndon, VA 20171

Signature 

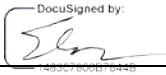
Title of Signatory: Director of Contracts, Corporate Counsel

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:  _____
Date: 11/8/22

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

2. Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature:  _____

Date: 11/8/2022

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Bidder agree? 
(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree? 
(Initials of Authorized Representative)

2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this

procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? 
(Initials of Authorized Representative)

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree? 
(Initials of Authorized Representative)

4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree? 
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree? 
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree? 
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? 
(Initials of Authorized Representative)

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? 
(Initials of Authorized Representative)


9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? 
(Initials of Authorized Representative)

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Bidder agree? 

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner’s Group Purchasing Agreement.

Does Bidder agree? 
(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? 
(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.


“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? 
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy

such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? 
(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree? 
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature: 

Printed Name: Elizabeth White

Company Name: DLT Solutions, LLC

Mailing Address: 2411 Dulles Corner Park, STE 800, Herndon, VA
20171

Job Title: Director of Contracts and Corporate Counsel

PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

Does the awarded supplier intend to make their products and services available to public agencies in the State of Arizona?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	--

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "... every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations

increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member’s discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Bidder agree?



(Initials of Authorized Representative)

Nov 8, 2022

Date:

PROPOSAL FORM 16: NEW JERSEY REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: DLTSolutions,LLC
Street: 2411 DullesCornerPark,STE800
City, State, Zip Code: Herndon,VA 20171

Complete as appropriate:

I, **Click or tap here to enter text**, **that there are no partners and** the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, **Click or tap here to enter text**, a partner in **Click or tap here to enter text**, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, **Elizabeth White, an authorized representative** of DLT Solutions, LLC, **an LLC**, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
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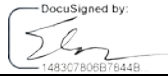
Tech Data Corporation

5350 Tech Data Drive, Clearwater, FL 33760

100%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature:

DocuSigned by:

148307806B7844B

Date:

11/8/22

B. Non-Collusion Affidavit Bidder Name: DLT Solutions, LLC

Street Address: 2411 Dulles Corner Park, STE 800

City, State, Zip: Herndon, VA 20171

State of New Jersey

County of Fairfax

I, Elizabeth White, of Herndon in the County of Fairfax, Virginia of full age, being duly sworn according to law on my oath depose and say that:

I am the Director of Contracts and Corporate Counsel, of the firm of DLT Solutions, LLC. the Bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized signature:

  11/09/20 22:02:29

Job Title: Director of Contracts and Corporate Counsel

MISSOURI ACKNOWLEDGEMENT

RsMo. 486.750

State of Missouri)s County of St. Charles)s

On this 9th day of November, 2022, before me, the undersigned

notary, personally appeared Elizabeth White

X personally known to me;

provided to me through identification documents, which were ;

proved to me on the oath or affirmation of

_, who is personally known to me and sated to me that (he)(she) personally knows the document signer and is unaffected by the document; proved to me on the oath or affirmation of identities have been _ whose

proven to me through identification documents

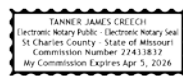
and who have stated to me that they personally know the document signer and are unaffected by the

document; to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)

she signed it voluntarily for its stated purpose as Director of Contracts and Corporate Counsel for DLT Solutions, LLC.

Official Signature of Notary Public:

Tanner Creech  11/09/20 22:02:30



Online Notary Public. This notarial act involved the use of online audio/video



SEAL

C. Affirmative Action Affidavit (P.L. 1975, C.127)

Company Name: DLT Solutions, LLC
Street Address: 2411 Dulles Corner Park, Suite 800
City, State, Zip Code: Herndon, VA 20171

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:


1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature:  _____
 Title of Signatory: Director of Contracts, Corporate Counsel
 Date: 11/8/22

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry,

marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC17:27).

DocuSigned by:


Signature of Procurement Agent

D. C. 271 Political Contribution Disclosure Form

PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

E. Stockholder Disclosure Certification

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Tech Data Corporation	Name: Stockholder Name
Home Address: 5350 Tech Data Drive, Clearwater, FL 33760	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name

Home Address:
Home Address


Home Address:
Home Address

Name: Stockholder Name

Name: Stockholder Name

Home Address:
Home Address

Home Address:
Home Address

 _____ 11/09/20 22:02:26

(Affiant)

Elizabeth White, Director of Contracts and Corporate Counsel

(Print name & title of affiant)

MISSOURI ACKNOWLEDGEMENT

RsMo. 486.750

State of Missouri)s County of St. Charles)s

On this 9th day of November, 2022, before me, the undersigned notary, personally appeared Elizabeth White

X personally known to me;

provided to me through identification documents, which were proved to me on the oath or affirmation of

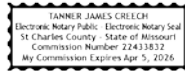
(he)(she) personally

knows the document signer and is unaffected by the document; proved to me on the oath or affirmation of

whose identities have been proven to me through identification documents

and who have stated to me that they personally know the document signer and are unaffected by the document; to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) she signed it voluntarily for its stated purpose as Director of Contracts and Corporate Counsel for DLT Solutions, LLC

Official Signature of Notary Public: Tanner Creech 11/09/20 22:02:30



Online Notary Public. This notarial act involved the use of online audio/video



(Corporate Seal)

PROPOSAL FORM 17: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 18: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

Bidder agrees to all terms and conditions outlined in the **Attachment A - Sample Administration Agreement**.

Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

PROPOSAL FORM 19: MASTER AGREEMENT SIGNATURE FORM

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name DLT Solutions, LLC
Address 2411 Dulles Corner Park, Suite 800
City/State/Zip Herndon, VA 20171
Phone Number (703) 709-7172
Email Address Eddie.Franklin@tdsynnex.com
Printed Name Eddie Franklin
Job Title Senior Vice President

Authorized Signature  _____

Initial Term of the Master Agreement

Contract Effective Date: January 1, 2023

Contract Expiration Date: December 31, 2026

Contract Number: [REDACTED]

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Equalis Group, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By: _____

Name: Scott A. Morgan

As: CCOG Board President

Date: _____

By: _____

Name: Eric Merkle

As: SVP, Procurement & Operations

Date: _____

Accelerating Public Sector Growth for Technology Companies



Who We Are

As the first government aggregator, DLT makes procurement easy for government agencies by providing solutions to technology problems through our six strategic tech domains: Cloud Computing, Cybersecurity, Big Data & Analytics, Business Applications, IT Infrastructure, and Application Lifecycle. These domains are powered by DLT's strategic partnerships and robust portfolio of contract vehicles.



CLOUD COMPUTING



CYBERSECURITY



APPLICATION LIFECYCLE



BIG DATA & ANALYTICS



BUSINESS APPLICATIONS



IT INFRASTRUCTURE

Our Contract Vehicles

Federal

- GSA IT Schedule 70
- NASA SEWP V
- CIO-CS
- DoD ESI Contracts
- Agency-Specific Contracts (BPA, ELA & IDIQs)

State, Local and Education

- GSA IT Schedule 70
- OMNIA Partners
- NASPO ValuePoint
- TIPS
- National Cooperative Purchasing Alliance (NCPA)
- Various State Contracts Including: CA, GA, IL, MD, NM, OH, SC, TX
- Various Local Contracts, Including City of Los Angeles and King County
- Internet2 AWS
- E&I Cooperative Services

For a complete listing of DLT contracts visit dlt.com/contracts.

EXCLUSIVELY PUBLIC SECTOR SINCE 1991

EXTENSIVE CONTRACT & PARTNER PORTFOLIO

TECHNICAL ENABLEMENT & SUPPORT SERVICES

Vendor Certified
DELIVERING CONFIRMED STATESIDE SUPPORT SINCE 2005

INDUSTRY-FIRST ENTERPRISE AGREEMENT PLATFORM

Our Vendors

For a complete listing of DLT vendors visit dlt.com/purchase.



CO= M063850
 U= LA74931

EQUAL EMPLOYMENT OPPORTUNITY
 2021 EMPLOYER INFORMATION REPORT EEO-1
 50 AND OVER EMPLOYEES REPORT

SECTION B - COMPANY IDENTIFICATION

1. TD SYNEX CORPORATION
 44201 NOBEL DRIVE
 FREMONT, CA 94538

2.a. DLT SOLUTIONS LLC
 2411 DULLES CORNER PARK
 SUITE 800
 HERNDON, VA 20171

SECTION C - TEST FOR FILING REQUIREMENT

1- Y 2- N 3- Y DUNS= 055991053

SECTION E - ESTABLISHMENT INFORMATION
 NAICS: 541519 - Other Computer Related Services

c. EIN= 541599882

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	20	1	0	0	0	0	0	3	0	0	0	0	0	24
FIRST/MID OFFICIALS & MGRS	0	0	16	2	0	2	0	0	3	3	0	0	0	0	0	28
PROFESSIONALS	2	6	37	9	0	12	0	0	21	2	0	5	0	3	103	
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SALES WORKERS	5	3	50	11	0	5	0	0	18	4	0	3	0	4	115	
ADMINISTRATIVE SUPPORT	1	2	2	1	0	1	0	0	6	2	0	5	0	1	23	
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	8	11	125	24	0	20	0	0	51	11	0	13	0	8	293	
PREVIOUS REPORT TOTAL																

SECTION F - REMARKS

DLT SOLUTIONS, LLC

2021 - 2022

AFFIRMATIVE ACTION PLAN

STATEMENT OF CONFIDENTIALITY

This Affirmative Action Plan contains confidential information, which is subject to the provision of 18 U.S.C. §1905. Chrysler Corporation v. Brown, 441 U.S. 281, 19 FEB 475(1979).

Copies of this Affirmative Action Plan and all related appendices, documents and support data are made available on loan to the U.S. Government upon the request of the Government on the condition that the Government hold them totally confidential and not release copies to any person whatsoever. This Affirmative Action Plan and its appendices and other supporting documents contain much confidential information, which may reveal, directly or indirectly, the Company's plans for business or geographical expansion or contraction. The Company considers this Affirmative Action Plan to be exempt from disclosure, reproduction and distribution under the Freedom of Information Act upon the grounds, among others, that such material constitutes: 1) personnel files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, which are exempt from disclosure under 5 U.S.C. §552(b)(6); 2) confidential commercial or financial information which is exempt from disclosure under 5 U.S.C. §552(b)(4); 3) investigative records compiled for law enforcement purposes, the production of which would constitute an unwarranted invasion of personal privacy, which are exempt from disclosure under 5 U.S.C. §552(b)(7)(c); and as 4) matters specifically exempted from disclosure under 5 U.S.C. 552(b)(3). Notice is hereby given of a request pursuant to 41 C.F.R. §60-40.1 - §60-40.8 that portions of the Plan be kept confidential.

No information contained in the Affirmative Action Plan is to be copied, removed from the premises, or released to other individuals without a prior notification to DLT Solutions, LLC. Employees and applicants who receive permission to see relevant portions of the Affirmative Action Plan must treat the information contained therein as confidential and are not permitted to copy or remove information from the Company premises.

The Company wishes to make the following clear: it does not consent to the release of any information whatsoever contained in this Affirmative Action Plan under the Freedom of Information Act or otherwise. If the U.S. Government, or any agency or subdivision thereof, is considering breaching the conditions under which this Affirmative Action Plan was loaned to such Government, or is considering a request for release of this Plan under the Freedom of Information Act, request is hereby made that the Government immediately notify the Chief Executive Officer of this Company of any and all Freedom of Information Act requests received by the Government or any other contemplated release of this Plan by the Government which relates to information obtained by the Government from this Company.

This Company further requests that everyone who has any contact with this Affirmative Action Plan, or its supporting appendices, documents and other data treat such information as totally confidential, and that such information not be released to any person whatsoever. Retention or disclosure of information relating to identifiable individuals may also violate the Privacy Act of 1974.

Analyses contained in this AAP are conducted to comply with the technical requirements of 41CFR §60-2. The analyses are used in the proactive practice of affirmative action. The results of these analyses are neither a finding nor an admission of discrimination.

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TABLE OF CONTENTS

<i>STATEMENT OF CONFIDENTIALITY</i>	<i>I</i>
<i>TABLE OF CONTENTS</i>	<i>II</i>
<i>APPENDICES</i>	<i>III</i>
<i>EEO POLICY STATEMENT</i>	<i>1</i>
<i>I. FACILITY IDENTIFICATION STATEMENT</i>	<i>2</i>
<i>II. 60-2.10 GENERAL PURPOSE AND CONTENTS OF AFFIRMATIVE ACTION PROGRAMS</i>	<i>3</i>
<i>III. 60-2.11 ORGANIZATIONAL PROFILE</i>	<i>4</i>
<i>IV. 60-2.12 JOB GROUP ANALYSIS</i>	<i>5</i>
<i>V. 60-2.13 PLACEMENT OF INCUMBENTS IN JOB GROUPS</i>	<i>6</i>
<i>VI. 60-2.14 DETERMINING AVAILABILITY</i>	<i>7</i>
<i>VII. 60-2.15 COMPARING INCUMBENCY TO AVAILABILITY</i>	<i>9</i>
<i>VIII. 60-2.16 PLACEMENT GOALS</i>	<i>10</i>
<i>IX. 60-2.17 (A) DESIGNATION OF RESPONSIBILITY</i>	<i>12</i>
<i>X. 60-2.17 (B) IDENTIFICATION OF PROBLEM AREAS</i>	<i>13</i>
<i>XI. 60-2.17 (C) ACTION-ORIENTED PROGRAMS</i>	<i>15</i>
<i>XII. 60-2.17 (D) INTERNAL AUDIT AND REPORTING SYSTEM</i>	<i>19</i>
<i>XIII. 60-20 SEX DISCRIMINATION GUIDELINES</i>	<i>20</i>
<i>XIV. 60-50 GUIDELINES ON DISCRIMINATION BECAUSE OF RELIGION OR NATIONAL ORIGIN</i>	<i>22</i>
<i>XV. AAP CONCLUSION</i>	<i>23</i>
<i>APPENDICES</i>	

APPENDICES

APPENDIX	HEADING
I	Job Group Structure Chart Personnel Activity Tables
II	Organizational Profile/Workforce Analysis
III	Job Group Analysis
IV	Recruiting Area Report Availability Analysis Placement of Incumbents/Utilization Analysis/ Placement Goals Analysis by Job Group Narrative
V	Analysis of Affirmative Action Progress

EEO POLICY STATEMENT

It is the policy of DLT Solutions, LLC (the "Company") to not discriminate against any employee or applicant for employment because of race, color, sex, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, protected veteran status, or any other status protected by state or local law, and to provide equal employment opportunity and affirmative action for qualified individuals.

This policy statement is included in this Affirmative Action Program and is posted on Company bulletin boards. The Company will endeavor to recruit, hire, train, and promote persons in all job titles in accordance with this Affirmative Action Program. All other personnel actions are administered without regard to race, color, sex, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, protected veteran status, or any other status protected by state or local law, and all employment decisions are based only on valid job requirements.

The Veteran and Disabled Affirmative Action Plan shall be available to any employee or employment applicant for inspection in the Human Resources Department during normal business hours. Chris Wilkinson, President fully supports this policy and has assigned Susan Stine as EEO Coordinator with overall responsibility for: annually updating the Affirmative Action Plan and the implementation of affirmative action activities as required by law.

Susan Stine's responsibilities include designing and implementing an audit and reporting system that will:

- ❖ Measure the effectiveness of the Company's Affirmative Action Program.
- ❖ Indicate any need for remedial action.
- ❖ Determine the degree to which our objectives have been attained.
- ❖ Determine whether individuals with known disabilities and protected veterans have had the opportunity to participate in all Company-sponsored educational, training, recreational, and social activities.
- ❖ Measure compliance with the Affirmative Action Program's specific obligations.

Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in any of the following activities:

- ❖ Filing a complaint.
- ❖ Assisting or participating in an investigation, compliance review, hearing, or any other activity related to the administration of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Veterans Employment Opportunities Act of 1998 or any other Federal, State or local law requiring equal opportunity for individuals regardless of race, color, sex, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, or protected veteran status.
- ❖ Opposing any act or practice made unlawful by Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, or its implementing regulations, Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Veterans Employment Opportunities Act of 1998 or any other Federal, State or local law requiring equal opportunity for individuals regardless of their race, color, sex, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, or protected veteran status.
- ❖ Exercising any other right protected by Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, or its implementing regulations, or Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 or the Veterans Employment Opportunities Act of 1998.

9/1/2021

Chris Wilkinson, President

I. FACILITY IDENTIFICATION STATEMENT

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)
AFFIRMATIVE ACTION PROGRAM
FOR**

**DLT Solutions, LLC
2411 Dulles Corner Park, Suite 800
Herndon, Virginia 20171-6168**

FORMER NAME OF FACILITY(if changed in past 5 years): **N/A**

FACILITY EEO-1 IDENTIFICATION NUMBER: **AR32283**

FACILITY DUN & BRADSTREET NUMBER: **54-159-9882**

INCLUSIVE DATES OF THE AAP: **From 9/1/2021 - 8/31/2022**

EEO COORDINATOR: **Susan Stine**

TITLE: **Human Resource Manager**

TELEPHONE NUMBER: **703-773-9218**

READ AND APPROVED BY: **Chris Wilkinson**

(Signature)

TITLE: **President**

II. 60-2.10 GENERAL PURPOSE AND CONTENTS OF AFFIRMATIVE ACTION PROGRAMS

DLT Solutions, LLC's Affirmative Action Plan is a management tool designed to ensure equal employment opportunity. A central premise underlying affirmative action is that, absent discrimination, over time our workforce, generally, will reflect the gender, racial and ethnic profile of the labor pools from which we recruit and select.

Our Affirmative Action Program ensures equal employment opportunity by institutionalizing our commitment to equality in every aspect of the employment process.

As part of this Affirmative Action Program, we will monitor and examine employment decisions and compensation systems to evaluate the impact of those decisions and systems on women and minorities.

Effective affirmative action programs include auditing and reporting systems as a means of measuring our progress toward achieving the workforce that would be expected in the absence of discrimination. Included in this Affirmative Action Program is a diagnostic component that includes a number of quantitative analyses designed to evaluate the composition of our workforce as compared to the composition of the relevant labor pools. These analyses are important tools used by management to monitor and direct affirmative action program goals. Where problem areas have been identified, our Affirmative Action Program will include specific practical steps designed to address these situations.

Our Affirmative Action Program is more than a paperwork exercise. It includes those policies, practices, and procedures that we use to ensure that all qualified applicants and employees are receiving an equal opportunity for recruitment, selection, advancement, and every other term and privilege associated with employment. Affirmative action is a part of the way we regularly conduct our business. We believe that when affirmative action is approached from this perspective, there is a positive correlation between the presence of affirmative action and the absence of discrimination.

III. 60-2.11 ORGANIZATIONAL PROFILE

An organizational profile is a depiction of the staffing pattern within an establishment. It may be used to determine whether barriers to equal employment opportunity exist in our organization. It provides an overview of the workforce that may assist in identifying organizational units where women or minorities are underrepresented or concentrated. For purposes of this Affirmative Action Plan, we have chosen to use the traditional workforce analysis as our organizational profile.

Our workforce analysis includes a listing of each job title ranked from the lowest paid to the highest paid within each department or other similar organizational unit including departmental or unit supervision.

For each job title, the total number of incumbents, the total number of male and female incumbents and the total number of male and female incumbents in each of the following groups is given: Whites, Blacks, Hispanics, Asians, Native Hawaiian/Pacific Islanders, American Indian/Alaskan Natives and 2 or More Races. The salary grade/code for each job title is given. All job titles, including all managerial job titles, are listed.

The Organizational Profile/Workforce Analysis is included in this Affirmative Action Plan in Appendix II.

IV. 60-2.12 JOB GROUP ANALYSIS

A job group analysis combines job titles within our establishment. Jobs with similar content, wage rates, and opportunities are combined to form job groups. Similarity of content refers to the duties and responsibilities of the job titles which make up the job group. Similarity of opportunities refers to training, transfers, promotions, pay, mobility, and other career enhancement opportunities offered by the jobs within the job group. The Job Group Structure Chart is included in this Affirmative Action Plan in Appendix I.

Our job group analysis includes a list of the job titles that comprise each job group. The job group analysis is also annotated to identify jobs located at another establishment. The Job Group Analysis is included in this Affirmative Action Plan in Appendix III.

V. 60-2.13 PLACEMENT OF INCUMBENTS IN JOB GROUPS

The percentage of minorities and the percentage of women we employ in each job group is stated in the Placement of Incumbents/Utilization Analysis/Placement Goals report in Appendix IV.

VI. 60-2.14 DETERMINING AVAILABILITY

Availability is an estimate of the number of qualified minorities or women available for employment in a given job group, expressed as a percentage of all qualified persons available for employment in the job group. The purpose of the availability determination is to establish a benchmark against which the demographic composition of our incumbent workforce can be compared in order to determine whether barriers to equal employment opportunity may exist within particular job groups.

We have separately determined the availability of minorities and women for each job group. In determining availability, we have considered at least the following factors:

- (1) The percentage of minorities or women with requisite skills in the reasonable recruitment area. The reasonable recruitment area is defined as the geographical area from which we usually seek or reasonably could seek workers to fill the positions in question.
- (2) The percentage of minorities or women among those promotable, transferable, and trainable within our organization.

In determining availability, the EEO Tabulation 2006–2010 (5 Year American Community Survey data) has been used. Further explanation of data used in the availability calculations is provided in the source/reason column of the availability analysis.

For each job group, the reasonable recruitment area has been identified by a review of the current workforce to determine where employees/positions are physically located as well as the area(s) from which recruitment is done for each position. The Recruiting Area Report is included in this Affirmative Action Plan in Appendix IV.

For each job group, the pool of promotable, transferable, and trainable employees has been identified. Feeder pools were used to determine the percentage of minorities and/or women among those promotable within the Company. In order to define comprehensive feeder pools, each title in the workforce was reviewed for promotional sequence opportunities. The resulting availability percentages are used in the Availability Analysis in Appendix IV.

Any training programs available to employees are for the purpose of job enhancement. Training may be provided in various formats and may include on the job training, seminars, etc.

Where a job group is composed of job titles with different availability rates, a composite availability figure for the job group has been calculated. Within each job group, we have determined the proportion of each job title contained in the job group. We have separately determined the availability for each job title within the job group and have proportionately weighted the number of incumbents in each job title. Thus, the sum of the weighted availability estimates for all job titles in the job group represents the final availability.

The Availability Analysis is included in this Affirmative Action Plan in Appendix IV.

VII. 60-2.15 COMPARING INCUMBENCY TO AVAILABILITY

We have then compared the percentage of minorities and women in each job group determined pursuant to §60-2.13 with the availability for those job groups determined pursuant to §60-2.14.

Where the percentage of minorities or women employed in a particular job group is less than would be reasonably expected, given their availability percentage in that particular job group, we have established a placement goal in accordance with §60-2.16. Placement goals are included in the Placement of Incumbents/Utilization Analysis/Placement Goals report in Appendix IV.

VIII. 60-2.16 PLACEMENT GOALS

Placement goals serve as objectives or targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Affirmative Action Program work. Placement goals also are used to measure progress toward achieving equal employment opportunity.

Any determination under §60-2.15 that a placement goal is required constitutes neither a finding nor an admission of discrimination.

Where we have established a placement rate goal for a particular job group, that placement rate goal is at least equal to the availability figure derived for women or minorities, as appropriate, for that job group. Placement rate goals, as determined, will provide direction for future placements. The Analysis by Job Group Narrative is included in this Affirmative Action Plan in Appendix IV.

Placement goals are not rigid and inflexible quotas, which must be met, nor are they considered as either a ceiling or a floor for the employment of particular groups. Placement rate goals are not quotas, which are expressly forbidden.

All employment selection decisions are made in a nondiscriminatory manner. Placement goals do not extend preferences to any individual, nor adversely affect an individual's employment status, on the basis of race, color, sex, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, or protected veteran status. However, as allowed by regulations, certain contracts may require DLT Solutions, LLC to provide preferences to Native Americans.

Placement goals do not create set-asides for specific groups, nor are they intended to achieve proportional representation or equal results.

Placement goals are not used to supersede merit selection principles. It is understood that affirmative action programs prescribed by the regulations in this part do not require hiring a person who lacks qualifications to perform the job successfully, or hiring a less qualified person in preference to a more qualified one.

Placement goals are included in the Placement of Incumbents/Utilization Analysis/Placement Goals report in Appendix IV of this Affirmative Action Plan.

IX. 60-2.17 (A) DESIGNATION OF RESPONSIBILITY

The EEO Coordinator named in the Facility ID Statement in Section I is responsible and accountable for the effective implementation of the Affirmative Action Program. To ensure effective implementation of the Affirmative Action Program, the EEO Coordinator will have the necessary authority and resources, as well as the support of and access to top management.

X. 60-2.17 (B) IDENTIFICATION OF PROBLEM AREAS

An in-depth analysis of employment processes has been performed to determine whether and where potential impediments to equal employment opportunity exist. The results of this analysis are outlined below.

Any identification of problem areas listed below constitutes neither a finding nor an admission of discrimination. The total employment process as it relates to the areas identified will be regularly monitored to assure no discriminatory patterns are in existence. Action-oriented programs targeted to correct any areas identified are listed in Section XI §60-2.17 (c) – Action-Oriented Programs.

- (1) DLT Solutions, LLC has conducted a Job Area Acceptance Range (JAAR) analysis to identify potential problem areas in minority or female distribution within organizational units. Upon review of the current workforce by department, DLT Solutions, LLC has determined that target groups are evenly represented in each department when compared to the representation of the same target groups in the related workforce totals. Maintenance of the current representation in each department will be a consideration in all future personnel activities
- (2) DLT Solutions, LLC has conducted a Utilization Analysis to identify potential problem areas in minority or female utilization. Upon review of the current workforce by job group, DLT Solutions, LLC has identified areas where the percentage of females and/or total minorities is less than would be reasonably expected given their availability rates. For these areas identified, a placement goal has been established in accordance with 60-2.16. Placement goals are included in the Placement of Incumbents/Utilization Analysis/Placement Goals Report. See Appendix IV.
- (3) DLT Solutions, LLC will conduct an analysis to identify potential selection disparities in personnel activities. Any potential selection disparities will be reviewed in order to identify and correct possible impediments to equal

employment opportunity. Appendix I contains tables summarizing personnel activity information.

- (4) DLT Solutions, LLC routinely reviews compensation to identify potential gender or race/ethnicity disparities in the compensation systems. The compensation systems are administered without regard to race, color, religion, national origin, gender, sexual orientation, age, genetic information, disability or veteran status. These systems are administered within established and approved policies and without regard to any disability income, pensions or other benefits the employee receives from another source.
- (5) The selection, recruitment, referral and other personnel procedures will be periodically evaluated to determine whether they may result in disparities in the employment or advancement of minorities or women.

XI. 60-2.17 (c) ACTION-ORIENTED PROGRAMS

Action-Oriented Programs outlined in this section have been targeted for development and execution in order to address the potential problem areas identified pursuant to 60-2.17(b) and to attain established goals and objectives. Programs and procedures will be reviewed in conjunction with the potential problem areas identified and updated as necessary to achieve desired results.

The execution of action-oriented programs incorporates good faith efforts made to remove barriers, expand employment opportunities, and produce measurable affirmative action results.

- File the EEO-1 report annually.
- Conduct periodic audits of all Company facilities to ensure they are desegregated as well as comparable for both genders.
- Request and maintain the gender/race/ethnicity of each employee and applicant.
- Keep all personnel or employment records on file for a period of not less than two years, maintaining the current and prior year AAP and supporting documentation.
- Post all pertinent policies on Company bulletin boards and Company intranet. Conduct periodic audits to ensure pertinent policies and all required state and federal posters are appropriately displayed as required.
- Include the required equal opportunity clause mandatory language on all government contracts, as well as on all sub-contracts or purchase orders.
- Include the EEO tag line in all recruitment solicitations or employment advertisement placed by or on behalf of the contractor.
- EEO policy statement to include top United States executive's support for the Affirmative Action Plan.
- Include the EEO Policy in the Company policy manual, or otherwise make the policy available to its employees.
- Discuss the policy thoroughly in both employee orientation and management training programs.

- Design and implement an audit and reporting system that will measure the success of the affirmative action program and take any necessary action to address identified deficiencies.
- Train all personnel involved in recruitment, screening, selection, promotion, disciplinary and related processes to ensure the commitments in the affirmative action program are implemented.
- Evaluate the workforce by organizational unit to identify potential problems in minority or female distribution.
- Evaluate the workforce by job group to identify potential problems in minority or female utilization.
- Evaluate personnel activity to identify potential selection disparities.
- Evaluate compensation systems to identify potential gender or race/ethnicity based disparities.
- Evaluate selection, recruitment, and other personnel procedures to identify the potential for disparate results.
- Monitor records of all personnel activity at all levels to ensure non-discriminatory policies are carried out and produce internal reports on a scheduled basis regarding EEO objectives attained.
- Communicate, document, and comply with the personnel policies and practices outlined in the Sex Discrimination Guidelines.
- Develop and implement an Educational Assistance Program and communicate the availability to all employees.
- Develop and implement an Employee Assistance Program and communicate the availability to all employees.
- Conduct employee satisfaction surveys on a periodic basis.
- Feature pictures of minority and/or female employees, accomplishments, promotions of same, and publish articles covering EEO programs in Company publications.

- Develop Employee Resource Groups (ERG)/Affinity Groups and communicate the availability to all employees.
- Establish meaningful contacts and working relationships with specialized recruiting sources, community agencies, and/or organizations for protected class members.
- Require Human Resources and/or Senior Management review and approval for all hires to ensure compliance with established Company guidelines.
- Post open positions at any of the following: web-sites, secondary schools, professional organizations, trade and association journals; and/or participate in job fairs, targeting protected class members.
- Develop and utilize an employee referral system, encouraging all employees to participate.
- Require Human Resources and/or Senior Management review and approval for all promotions to ensure compliance with established Company guidelines.
- Consistently post promotional and/or transfer opportunities.
- Review all pertinent employment records when making competitive promotion selections.
- Require Human Resources and/or Senior Management review and approval for all terminations to ensure compliance with established Company guidelines.
- Develop and utilize a progressive discipline/termination policy and/or process for the resolution of employee performance issues for all involuntary terminations.
- Develop and utilize “witnessed” progressive discipline counseling and termination sessions.
- Conduct exit interviews on a consistent basis.
- Require Human Resources and/or Senior Management review and approval for all layoffs/reductions in force to ensure compliance with established Company guidelines.
- Develop and consistently utilize a layoff/reduction in force policy and/or process when such actions occur.

- Conduct adverse impact analyses prior to a layoff/reduction in force.
- Require Human Resources and/or Senior Management review and approval for all job offers to ensure compliance with established compensation guidelines.
- Develop and consistently utilize salary ranges to ensure equity in position salaries.
- Review exempt/non-exempt designations to ensure full compliance with FLSA regulations.
- Conduct periodic pay equity analyses and determine salary adjustments through a process that includes measurable components.
- Develop and consistently utilize a formal performance evaluation and merit increase program and train management personnel on the process.

The following Action-Oriented Program(s) will be implemented in the coming year:

- Review report results with all levels of management, advise management regarding program effectiveness and make recommendations for improvement.

XII. 60-2.17 (D) INTERNAL AUDIT AND REPORTING SYSTEM

The effectiveness of our Affirmative Action Program will be periodically measured through internal auditing. DLT Solutions, LLC recognizes the actions listed below as being key to the success of our Affirmative Action Program:

- (1) Monitoring records of all personnel activity (i.e. applicant flow, hires, employment declinations, promotions, transfers, terminations, layoffs and compensation), at all levels, to ensure all nondiscriminatory policies are carried out. See Appendix I.
- (2) Requiring internal reporting on a periodic basis as to the degree to which equal employment opportunity and organizational objectives are attained.
- (3) Reviewing report results with all levels of management; and advising top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

XIII. 60-20 SEX DISCRIMINATION GUIDELINES

The purpose of this section is to implement the requirements of Executive Order 11246, outlining opportunities for individuals regardless of sex.

(60-20.2)

- (a) It is unlawful for DLT Solutions, LLC to discriminate against any employee or applicant for employment because of sex. The term sex includes, but is not limited to pregnancy, childbirth, or related medical conditions; gender identity; transgender status, and sex stereotyping.
- (b) Unless sex is a bona fide occupational qualification reasonably necessary to the normal operation of DLT Solutions, LLC's particular business or enterprise, the company will not make any distinction based on sex in recruitment, hiring, firing, promotion, compensation, hours, job assignments, training, benefits, or other terms, conditions, or privileges of employment.

(60-20.3)

DLT Solutions, LLC will not hire and employ employees on the basis of sex unless sex is a bona fide occupational qualification (BFOQ) reasonably necessary to the normal operation of the contractor's particular business or enterprise.

(60-20.4)

Compensation will not be based on sex. DLT Solutions, LLC will not engage in any employment practice that discriminates in wages, benefits, or any other forms of compensation, or denies access to earnings opportunities, because of sex, on either an individual or systemic basis.

(60-20.5)

- (a) (1) Discrimination on the basis of pregnancy, childbirth, or related medical conditions, including childbearing capacity, is a form of unlawful sex discrimination. DLT Solutions, LLC treats people of childbearing capacity and those

affected by pregnancy, childbirth, or related medical conditions the same for all employment-related purposes, including receipt of benefits under fringe-benefit programs, as other persons not so affected, but similar in their ability or inability to work.

- (a) (2) If DLT Solutions, LLC has policies or practices that deny alternative job assignments, modified duties, or other accommodations to employees who are unable to perform some of their job duties because of pregnancy, childbirth, or related medical conditions, it will ensure that such policies or practices do not have an adverse impact on the basis of sex unless they are shown to be job-related and consistent with business necessity.

(60-20.6)

It is an unlawful employment practice for DLT Solutions, LLC to discriminate on the basis of sex with regard to fringe benefits.

(60-20.7)

DLT Solutions, LLC does not make employment decisions on the basis of sex-based stereotypes, such as stereotypes about how males and/or females are expected to look, speak, or act. Such employment decisions are a form of sex discrimination prohibited by Executive Order 11246, as amended.

(60-20.8)

DLT Solutions, LLC prohibits harassment on the basis of sex, which is a violation of Executive Order 11246, as amended. Unwelcome sexual advances, requests for sexual favors, offensive remarks about a person's sex, and other verbal or physical conduct of a sexual nature constitute sexual harassment.

XIV. 60-50 GUIDELINES ON DISCRIMINATION BECAUSE OF RELIGION OR NATIONAL ORIGIN

(60-50.2)

It is the policy of DLT Solutions, LLC to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their religion or national origin. Such actions include, but are not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training.

Procedures and programs outlined elsewhere in this plan are utilized to ensure that the Company's obligation to provide equal employment opportunity without regard to religion or national origin is being fully implemented.

(60-50.3)

Reasonable accommodations to the religious observances and practices of employees will be made, except where such accommodation would cause undue hardship on the conduct of the Company's business. In determining the extent of this obligation, at least the following factors will be considered:

- (a) Business necessity;
- (b) Financial costs and expenses; and
- (c) Resulting personnel problems.

XV. AAP CONCLUSION

The realization of the Affirmative Action Program and the goals of this plan are of continuing vital importance to DLT Solutions, LLC. This Affirmative Action Program has been carefully designed to address specifically the requirements of Executive Order 11246, and the implementing rules and regulations of the Office of Federal Contract Compliance Programs. To this end, the efforts of all members of management are directed toward the accomplishment of these objectives during this AAP year.

DLT Solutions, LLC's management is committed to this Affirmative Action Program and will continue to strive for its successful implementation.

JOB GROUP STRUCTURE

Job Group	Job Group Description
1A	Officials & Managers: Executive
1B	Officials & Mgrs: First and Mid Level
1C	Officials & Mgrs: Managers/Supervisors
2A	Professionals: Upper Level
2B1	Professionals: Second Level 1
2B2	Professionals: Second Level 2
2B3	Professionals: Second Level 3
2C	Professionals: Associates
4B1	Sales: Mid Level 1
4B2	Sales: Mid Level 2
4B3	Sales: Mid Level 3
5B	Admin Support: Mid Level
5C	Admin Support: Entry Level

PERSONNEL ACTIVITY TABLE

Workforce 09/01/2020

Job Grp	Total			Male							Female						
	Total	Male	Fem	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race
Officials & Managers																	
1A	6	6	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0
1B	19	17	2	16	1	0	0	0	0	0	2	0	0	0	0	0	0
1C	27	18	9	12	3	0	3	0	0	0	7	2	0	0	0	0	0
Subtotal:	52	41	11	34	4	0	3	0	0	0	9	2	0	0	0	0	0
Professionals																	
2A	37	30	7	21	2	1	2	0	0	4	3	0	2	1	0	0	1
2B1	11	7	4	5	2	0	0	0	0	0	2	0	1	1	0	0	0
2B2	19	9	10	5	1	0	3	0	0	0	8	1	1	0	0	0	0
2B3	25	9	16	7	0	1	0	0	0	1	7	2	1	5	0	0	1
2C	5	2	3	1	1	0	0	0	0	0	1	0	2	0	0	0	0
Subtotal:	97	57	40	39	6	2	5	0	0	5	21	3	7	7	0	0	2
Sales Workers																	
4A	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0
4B1	47	31	16	19	7	4	1	0	0	0	9	3	1	2	0	0	1
4B2	33	22	11	17	3	2	0	0	0	0	7	0	1	3	0	0	0
4B3	39	25	14	17	3	3	1	0	0	1	7	3	3	0	0	0	1
Subtotal:	120	78	42	53	13	9	2	0	0	1	24	6	5	5	0	0	2
Administrative Support Workers																	
5A	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0
5B	20	6	14	2	0	1	1	0	0	2	4	3	3	3	0	0	1
5C	5	2	3	0	1	0	0	0	0	1	1	1	0	1	0	0	0
Subtotal:	26	8	18	2	1	1	1	0	0	3	6	4	3	4	0	0	1
Total:	295	184	111	128	24	12	11	0	0	9	60	15	15	16	0	0	5

PERSONNEL ACTIVITY TABLE

Workforce 09/01/2021

Job Grp	Total			Male							Female						
	Total	Male	Fem	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race
Officials & Managers																	
1A	6	6	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0
1B	21	19	2	17	2	0	0	0	0	0	2	0	0	0	0	0	0
1C	29	23	6	16	2	0	3	0	0	2	3	3	0	0	0	0	0
Subtotal:	56	48	8	39	4	0	3	0	0	2	5	3	0	0	0	0	0
Professionals																	
2A	28	19	9	10	3	1	5	0	0	0	4	0	2	2	0	0	1
2B1	12	7	5	5	1	0	0	0	0	1	4	0	1	0	0	0	0
2B2	17	9	8	3	2	0	3	0	0	1	4	1	1	1	0	1	0
2B3	24	14	10	9	0	1	2	0	1	1	5	0	2	3	0	0	0
2C	6	4	2	3	1	0	0	0	0	0	1	0	0	0	0	0	1
Subtotal:	87	53	34	30	7	2	10	0	1	3	18	1	6	6	0	1	2
Sales Workers																	
4B1	31	22	9	14	4	3	1	0	0	0	4	1	1	2	0	0	1
4B2	32	21	11	15	1	5	0	0	0	0	8	1	2	0	0	0	0
4B3	56	44	12	25	7	6	5	0	0	1	5	3	2	1	0	0	1
Subtotal:	119	87	32	54	12	14	6	0	0	1	17	5	5	3	0	0	2
Administrative Support Workers																	
5B	22	7	15	3	0	1	1	0	0	2	4	5	2	3	0	0	1
5C	7	2	5	0	1	0	0	0	0	1	2	1	0	2	0	0	0
Subtotal:	29	9	20	3	1	1	1	0	0	3	6	6	2	5	0	0	1
Total:	291	197	94	126	24	17	20	0	1	9	46	15	13	14	0	1	5

PERSONNEL ACTIVITY TABLE

Internal Applicants 09/01/2020 – 08/31/2021

Job Grp	Total			Male							Female						
	Total	Male	Fem	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race
Officials & Managers																	
1A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1B	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
1C	1	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
Subtotal:	2	2	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0
Professionals																	
2A	3	1	2	0	0	0	0	0	0	1	2	0	0	0	0	0	0
2B1	4	1	3	0	0	1	0	0	0	0	2	0	1	0	0	0	0
2B2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2B3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2C	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	8	3	5	1	0	1	0	0	0	1	4	0	1	0	0	0	0
Sales Workers																	
4A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4B1	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
4B2	2	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
4B3	4	2	2	1	1	0	0	0	0	0	1	0	1	0	0	0	0
Subtotal:	7	5	2	4	1	0	0	0	0	0	1	0	1	0	0	0	0
Administrative Support Workers																	
5A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5B	2	1	1	1	0	0	0	0	0	0	0	0	1	0	0	0	0
5C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	2	1	1	1	0	0	0	0	0	0	0	0	1	0	0	0	0
Total:	19	11	8	7	1	1	0	0	0	2	5	0	3	0	0	0	0

PERSONNEL ACTIVITY TABLE

Hires/Rehires 09/01/2020 – 08/31/2021

Job Grp	Total			Male							Female						
	Total	Male	Fem	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race
Officials & Managers																	
1A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1B	3	3	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0
1C	2	2	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0
Subtotal:	5	5	0	3	1	0	0	0	0	1	0	0	0	0	0	0	0
Professionals																	
2A	4	4	0	1	2	0	1	0	0	0	0	0	0	0	0	0	0
2B1	3	2	1	0	0	0	2	0	0	0	1	0	0	0	0	0	0
2B2	3	1	2	0	1	0	0	0	0	0	0	0	1	0	1	0	0
2B3	9	6	3	2	0	0	2	0	1	1	3	0	0	0	0	0	0
2C	2	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Subtotal:	21	14	7	4	3	0	5	0	1	1	4	0	0	1	0	1	1
Sales Workers																	
4A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4B1	42	36	6	18	7	6	5	0	0	0	2	2	1	1	0	0	0
4B2	8	6	2	3	0	3	0	0	0	0	1	0	1	0	0	0	0
4B3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	50	42	8	21	7	9	5	0	0	0	3	2	2	1	0	0	0
Administrative Support Workers																	
5A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5B	3	1	2	1	0	0	0	0	0	0	0	2	0	0	0	0	0
5C	2	1	1	1	0	0	0	0	0	0	0	0	1	0	0	0	0
Subtotal:	5	2	3	2	0	0	0	0	0	0	0	2	0	1	0	0	0
Total:	81	63	18	30	11	9	10	0	1	2	7	4	2	3	0	1	1

PERSONNEL ACTIVITY TABLE

Non-Competitive Promotions (From) 09/01/2020 – 08/31/2021

Job Grp	Total			Male							Female						
	Total	Male	Fem	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race
Officials & Managers																	
1A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1B	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
1C	3	3	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	4	4	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals																	
2A	10	10	0	8	0	0	0	0	0	2	0	0	0	0	0	0	0
2B1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2B2	2	1	1	0	0	0	1	0	0	0	1	0	0	0	0	0	0
2B3	3	1	2	0	0	0	0	0	0	1	1	0	0	1	0	0	0
2C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	15	12	3	8	0	0	1	0	0	3	2	0	0	1	0	0	0
Sales Workers																	
4A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4B1	5	2	3	2	0	0	0	0	0	0	1	0	0	1	0	0	1
4B2	8	4	4	4	0	0	0	0	0	0	2	0	0	2	0	0	0
4B3	18	10	8	9	0	1	0	0	0	0	6	1	1	0	0	0	0
Subtotal:	31	16	15	15	0	1	0	0	0	0	9	1	1	3	0	0	1
Administrative Support Workers																	
5A	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0
5B	2	0	2	0	0	0	0	0	0	0	0	2	0	0	0	0	0
5C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	3	0	3	0	0	0	0	0	0	0	1	2	0	0	0	0	0
Total:	53	32	21	27	0	1	1	0	0	3	12	3	1	4	0	0	1

PERSONNEL ACTIVITY TABLE

Non-Competitive Promotions (To) 09/01/2020 – 08/31/2021

Job Grp	Total			Male							Female						
	Total	Male	Fem	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race
Officials & Managers																	
1A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1B	2	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
1C	12	10	2	9	0	0	0	0	0	1	1	1	0	0	0	0	0
Subtotal:	14	12	2	11	0	0	0	0	0	1	1	1	0	0	0	0	0
Professionals																	
2A	5	1	4	1	0	0	0	0	0	0	2	0	1	1	0	0	0
2B1	3	2	1	1	0	0	0	0	0	1	1	0	0	0	0	0	0
2B2	1	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
2B3	2	1	1	0	0	0	0	0	0	1	0	0	0	1	0	0	0
2C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	11	5	6	2	0	0	1	0	0	2	3	0	1	2	0	0	0
Sales Workers																	
4A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4B1	12	8	4	8	0	0	0	0	0	0	1	0	0	2	0	0	1
4B2	14	7	7	6	0	1	0	0	0	0	6	1	0	0	0	0	0
4B3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	26	15	11	14	0	1	0	0	0	0	7	1	0	2	0	0	1
Administrative Support Workers																	
5A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5B	1	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0
5C	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Subtotal:	2	0	2	0	0	0	0	0	0	0	1	1	0	0	0	0	0
Total:	53	32	21	27	0	1	1	0	0	3	12	3	1	4	0	0	1

PERSONNEL ACTIVITY TABLE

Competitive Placements (From) 09/01/2020 – 08/31/2021																	
Job Grp	Total			Male							Female						
	Total	Male	Fem	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race
Officials & Managers																	
1A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1C	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals																	
2A	1	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
2B1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2B2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2B3	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2C	1	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Subtotal:	3	1	2	0	0	0	0	0	0	1	1	0	1	0	0	0	0
Sales Workers																	
4A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4B1	2	1	1	1	0	0	0	0	0	0	1	0	0	0	0	0	0
4B2	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
4B3	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	4	3	1	3	0	0	0	0	0	0	1	0	0	0	0	0	0
Administrative Support Workers																	
5A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total:	8	5	3	4	0	0	0	0	0	1	2	0	1	0	0	0	0

PERSONNEL ACTIVITY TABLE

Competitive Placements (To) 09/01/2020 – 08/31/2021

Job Grp	Total			Male							Female						
	Total	Male	Fem	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race
Officials & Managers																	
1A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1B	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
1C	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	2	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals																	
2A	2	1	1	0	0	0	0	0	0	1	1	0	0	0	0	0	0
2B1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2B2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2B3	2	0	2	0	0	0	0	0	0	0	1	0	1	0	0	0	0
2C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	4	1	3	0	0	0	0	0	0	1	2	0	1	0	0	0	0
Sales Workers																	
4A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4B1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4B2	2	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
4B3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	2	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers																	
5A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total:	8	5	3	4	0	0	0	0	0	1	2	0	1	0	0	0	0

PERSONNEL ACTIVITY TABLE

Transfers (From) 09/01/2020 – 08/31/2021

Job Grp	Total			Male							Female						
	Total	Male	Fem	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race
Officials & Managers																	
1A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals																	
2A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2B1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2B2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2B3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers																	
4A	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0
4B1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4B2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4B3	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	2	1	1	1	0	0	0	0	0	0	1	0	0	0	0	0	0
Administrative Support Workers																	
5A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total:	2	1	1	1	0	0	0	0	0	0	1	0	0	0	0	0	0

PERSONNEL ACTIVITY TABLE

Transfers (To) 09/01/2020 – 08/31/2021

Job Grp	Total			Male							Female						
	Total	Male	Fem	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race
Officials & Managers																	
1A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals																	
2A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2B1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2B2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2B3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers																	
4A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4B1	2	1	1	1	0	0	0	0	0	0	1	0	0	0	0	0	0
4B2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4B3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	2	1	1	1	0	0	0	0	0	0	1	0	0	0	0	0	0
Administrative Support Workers																	
5A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total:	2	1	1	1	0	0	0	0	0	0	1	0	0	0	0	0	0

PERSONNEL ACTIVITY TABLE

Total Terminations 09/01/2020 – 08/31/2021

Job Grp	Total			Male							Female						
	Total	Male	Fem	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race
Officials & Managers																	
1A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1B	4	4	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0
1C	9	4	5	3	1	0	0	0	0	0	5	0	0	0	0	0	0
Subtotal:	13	8	5	7	1	0	0	0	0	0	5	0	0	0	0	0	0
Professionals																	
2A	11	8	3	5	1	0	0	0	0	2	2	0	1	0	0	0	0
2B1	4	2	2	1	1	0	0	0	0	0	1	0	0	1	0	0	0
2B2	5	2	3	2	0	0	0	0	0	0	3	0	0	0	0	0	0
2B3	9	0	9	0	0	0	0	0	0	0	4	2	0	2	0	0	1
2C	1	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Subtotal:	30	12	18	8	2	0	0	0	0	2	10	2	2	3	0	0	1
Sales Workers																	
4A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4B1	37	27	10	14	7	3	3	0	0	0	5	2	1	2	0	0	0
4B2	14	10	4	6	3	1	0	0	0	0	3	0	0	1	0	0	0
4B3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	51	37	14	20	10	4	3	0	0	0	8	2	1	3	0	0	0
Administrative Support Workers																	
5A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5B	1	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0
5C	1	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Subtotal:	2	0	2	0	0	0	0	0	0	0	0	0	1	1	0	0	0
Total:	96	57	39	35	13	4	3	0	0	2	23	4	4	7	0	0	1

PERSONNEL ACTIVITY TABLE

Involuntary Terminations 09/01/2020 – 08/31/2021

Job Grp	Total			Male							Female						
	Total	Male	Fem	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race
Officials & Managers																	
1A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1B	2	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
1C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	2	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals																	
2A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2B1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2B2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2B3	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0
Sales Workers																	
4A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4B1	4	4	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0
4B2	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0
4B3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	5	4	1	2	2	0	0	0	0	0	1	0	0	0	0	0	0
Administrative Support Workers																	
5A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total:	8	6	2	4	2	0	0	0	0	0	2	0	0	0	0	0	0

PERSONNEL ACTIVITY TABLE

Voluntary Terminations 09/01/2020 – 08/31/2021

Job Grp	Total			Male							Female						
	Total	Male	Fem	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race
Officials & Managers																	
1A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1B	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
1C	9	4	5	3	1	0	0	0	0	0	5	0	0	0	0	0	0
Subtotal:	10	5	5	4	1	0	0	0	0	0	5	0	0	0	0	0	0
Professionals																	
2A	7	5	2	3	0	0	0	0	0	2	1	0	1	0	0	0	0
2B1	4	2	2	1	1	0	0	0	0	0	1	0	0	1	0	0	0
2B2	4	2	2	2	0	0	0	0	0	0	2	0	0	0	0	0	0
2B3	8	0	8	0	0	0	0	0	0	0	3	2	0	2	0	0	1
2C	1	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Subtotal:	24	9	15	6	1	0	0	0	0	2	7	2	2	3	0	0	1
Sales Workers																	
4A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4B1	33	23	10	12	5	3	3	0	0	0	5	2	1	2	0	0	0
4B2	12	9	3	5	3	1	0	0	0	0	2	0	0	1	0	0	0
4B3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	45	32	13	17	8	4	3	0	0	0	7	2	1	3	0	0	0
Administrative Support Workers																	
5A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5B	1	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0
5C	1	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Subtotal:	2	0	2	0	0	0	0	0	0	0	0	0	1	1	0	0	0
Total:	81	46	35	27	10	4	3	0	0	2	19	4	4	7	0	0	1

PERSONNEL ACTIVITY TABLE

Reductions in Force 09/01/2020 – 08/31/2021

Job Grp	Total			Male							Female						
	Total	Male	Fem	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race	White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	Am Ind or AK Nat	2+ Race
Officials & Managers																	
1A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1B	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
1C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals																	
2A	4	3	1	2	1	0	0	0	0	0	1	0	0	0	0	0	0
2B1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2B2	1	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0
2B3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	5	3	2	2	1	0	0	0	0	0	2	0	0	0	0	0	0
Sales Workers																	
4A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4B1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4B2	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
4B3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers																	
5A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5B	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total:	7	5	2	4	1	0	0	0	0	0	2	0	0	0	0	0	0

PERSONNEL ACTIVITY TABLE

External Applicants by Gender 09/01/2020 – 08/31/2021				
Job Group	Applicants with Known Gender			Applicants with Unknown Gender
	Total	Male	Female	
Officials & Managers				
1A	0	0	0	0
1B	37	34	3	3
1C	3	3	0	0
Subtotal:	40	37	3	3
Professionals				
2A	210	140	70	16
2B1	183	98	85	12
2B2	10	5	5	2
2B3	0	0	0	0
2C	87	66	21	3
Subtotal:	490	309	181	33
Sales Workers				
4A	0	0	0	0
4B1	98	64	34	7
4B2	79	61	18	2
4B3	365	281	84	13
Subtotal:	542	406	136	22
Administrative Support Workers				
5A	0	0	0	0
5B	83	37	46	2
5C	5	0	5	0
Subtotal:	88	37	51	2
Total:	1160	789	371	60

PERSONNEL ACTIVITY TABLE

External Applicants by Race/Ethnicity 09/01/2020 – 08/31/2021									
		Applicants with Known Race/Ethnicity							Applicants with Unknown Race/Ethnicity
		White	Black or Afr Am	Hisp	Asian	Nat HI or Pac Is	AK Nat or Am Ind	2+ Race	
Job Group	Total								
Officials & Managers									
1A	0	0	0	0	0	0	0	0	0
1B	35	19	3	1	11	0	0	1	5
1C	1	1	0	0	0	0	0	0	2
Subtotal:	36	20	3	1	11	0	0	1	7
Professionals									
2A	207	66	24	10	104	0	0	3	19
2B1	177	67	37	17	48	0	0	8	18
2B2	11	6	1	0	3	0	0	1	1
2B3	0	0	0	0	0	0	0	0	0
2C	85	29	13	10	26	0	1	6	5
Subtotal:	480	168	75	37	181	0	1	18	43
Sales Workers									
4A	0	0	0	0	0	0	0	0	0
4B1	98	58	11	10	10	0	3	6	7
4B2	78	37	11	12	12	0	0	6	3
4B3	351	204	32	38	64	0	1	12	27
Subtotal:	527	299	54	60	86	0	4	24	37
Administrative Support Workers									
5A	0	0	0	0	0	0	0	0	0
5B	77	30	17	8	17	1	0	4	8
5C	4	0	0	1	3	0	0	0	1
Subtotal:	81	30	17	9	20	1	0	4	9
Total:	1124	517	149	107	298	1	5	47	96

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: **AAI Custom**

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Account Manager 2	4B2	4-GCL 13	NO	Herndon, VA	3	Male: 3 Female: 0	3	0	0	0	0	0	0
Sr Account Manager 1	4B1	4-GCL 14	NO	Herndon, VA	3	Male: 2 Female: 1	2	0	0	0	0	0	0
Sr Account Manager 2	4B1	4-GCL 15	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	0	0
Director, Sales - DLT	1B	4-GCL 20	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
TOTAL:					8	Male: 6 Female: 2	6	0	0	0	0	0	0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: AAI Growth

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Account Manager 1	4B3	4-GCL 12	NO	Herndon, VA	2	Male:	2	1	1	0	0	0	0
						Female:	0	0	0	0	0	0	0
Account Manager 2	4B2	4-GCL 13	NO	Herndon, VA	1	Male:	0	0	0	0	0	0	0
						Female:	1	1	0	0	0	0	0
Manager, Sales - DLT	1C	4-GCL 17	NO	Herndon, VA	1	Male:	1	1	0	0	0	0	0
						Female:	0	0	0	0	0	0	0
TOTAL:					4	Male:	3	2	1	0	0	0	0
						Female:	1	1	0	0	0	0	0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: AAI Incubation and Trans+++

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Account Manager 1	4B3	4-GCL 12	NO	Herndon, VA	4	Male:	2	1	1	0	0	0	0
						Female:	2	2	0	0	0	0	0
Sales Development Rep 1	4B3	4-GCL 12	NO	Herndon, VA	2	Male:	2	1	0	1	0	0	0
						Female:	0	0	0	0	0	0	0
Account Manager 2	4B2	4-GCL 13	NO	Herndon, VA	2	Male:	0	0	0	0	0	0	0
						Female:	2	1	0	1	0	0	0
Sr Account Manager 1	4B1	4-GCL 14	NO	Herndon, VA	1	Male:	1	1	0	0	0	0	0
						Female:	0	0	0	0	0	0	0
Sr Account Manager 2	4B1	4-GCL 15	NO	Herndon, VA	1	Male:	1	1	0	0	0	0	0
						Female:	0	0	0	0	0	0	0
TOTAL:					10	Male:	6	4	1	1	0	0	0
						Female:	4	3	0	1	0	0	0

+++ This department reports to the Manager, Sales Development in the DLT - Exec Sales/Mgmt department.

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: Applications, Analytics, & Incubation

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Sr Director, Sales	1B	4-GCL 21	NO	Herndon, VA	1	Male:	1	1	0	0	0	0	0
						Female:	0	0	0	0	0	0	0
TOTAL:					1	Male:	1	1	0	0	0	0	0
						Female:	0	0	0	0	0	0	0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS**DEPARTMENT: AWS Sales**

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Account Manager 1	4B3	4-GCL 12	NO	Herndon, VA	4	Male: 2 Female: 2	1	1	0	0	0	0	0
Sales Development Rep 1	4B3	4-GCL 12	NO	Herndon, VA	3	Male: 3 Female: 0	3	0	0	0	0	0	0
Account Manager 2	4B2	4-GCL 13	NO	Herndon, VA	1	Male: 1 Female: 0	0	1	0	0	0	0	0
Sr Account Manager 1	4B1	4-GCL 14	NO	Herndon, VA	2	Male: 2 Female: 0	1	1	0	0	0	0	0
Sr Account Manager 2	4B1	4-GCL 15	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
Sr Channel Development Rep 1	4B1	4-GCL 15	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	0	0
Team Lead, Sales	2A	4-GCL 15	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	0	0
Program Manager 2	2B1	4-GCL 16	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	0	0
Program Manager, Cloud Programs	2B1	4-GCL 17	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	0	0
Manager, Sales - DLT	1C	4-GCL 17	NO	Herndon, VA	1	Male: 1 Female: 0	0	0	0	0	0	0	1
Sr Director, Sales	1B	4-GCL 21	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
Vice President, Sales	1A	4-GCL 22	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
TOTAL:					18	Male: 12 Female: 6	8	4	3	0	0	1	0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: Cyber - CrowdStrike+++

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Sr Account Manager 1	4B1	4-GCL 14	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	1 0	0 0	0 0	0 0	0 0	0 0
TOTAL:					1	Male: 1 Female: 0	1 0	1 0	0 0	0 0	0 0	0 0	0 0

+++ This department reports to the Manager, Sales - DLT in the Cyber - Other Growth department.

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: Cyber - Other Growth

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Account Manager 1	4B3	4-GCL 12	NO	Herndon, VA	3	Male: 2 Female: 1	2 1	1 0	0 0	1 0	0 0	0 0	0 1
Account Manager 2	4B2	4-GCL 13	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	1 0	0 0	0 0	0 0	0 0	0 0
Sr Account Manager 1	4B1	4-GCL 14	NO	Herndon, VA	3	Male: 3 Female: 0	3 0	1 0	2 0	0 0	0 0	0 0	0 0
Sr Account Manager 2	4B1	4-GCL 15	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	1 0	0 0	0 0	0 0	0 0	0 0
Manager, Sales - DLT	1C	4-GCL 17	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	0 0	0 0	0 0	0 0	0 0	1 0
Sr Manager, Sales - DLT	1C	4-GCL 18	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	1 0	0 0	0 0	0 0	0 0	0 0
TOTAL:					10	Male: 9 Female: 1	9 1	5 0	2 0	1 0	0 0	0 0	0 1

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: Cyber- Other Custom+++

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Sr Account Manager 1	4B1	4-GCL 14	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	0 0	0 0	1 0	0 0	0 0	0 0
TOTAL:					1	Male: 1 Female: 0	1 0	0 0	0 0	1 0	0 0	0 0	0 0

+++ This department reports to the Sr Manager, Sales - DLT in the Cyber - Other Growth department.

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - Contracts & Legal/Mgmt

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Program Financial Analyst 1	2B3	4-GCL 11	NO	Herndon, VA	3	Male: 3 Female: 0	3	2	0	0	1	0	0
Program Administrator 2	5B	4-GCL 13	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	0	1
Contracts Manager 1	2B2	4-GCL 14	NO	Herndon, VA	2	Male: 2 Female: 0	2	2	0	0	0	0	0
Sr Program Financial Analyst	2B2	4-GCL 14	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	0	0
Contracts Manager 2, Associate Counsel	2B1	2-GCL 16	NO	Teleworker	1	Male: 0 Female: 1	0	0	0	0	0	0	0
Program Manager 2	2B1	2-GCL 16	NO	Teleworker	1	Male: 1 Female: 0	1	1	0	0	0	0	0
Program Manager 1	2B2	4-GCL 15	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	0	1
Program Manager 2	2B1	4-GCL 16	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	0	0
Proposal Manager	2A	4-GCL 16	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	1	0
Sr Manager, Proposals, Pricing & Compliance	1C	4-GCL 18	NO	Herndon, VA	1	Male: 1 Female: 0	1	1	0	0	0	0	0
Director, Program Management - DLT	1B	4-GCL 19	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	0	0
Sr Director, Program Management	1B	4-GCL 20	NO	Herndon, VA	1	Male: 1 Female: 0	1	1	0	0	0	0	0
Vice President & General Counsel 1A	1A	4-GCL 23	NO	Herndon, VA	1	Male: 1 Female: 0	1	1	0	0	0	0	0
TOTAL:					16	Male: 9 Female: 7	9	8	0	0	1	0	0
													1

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - Cyber/McAfee

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Account Manager 1	4B3	4-GCL 12	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	0 0	1 0	0 0	0 0	0 0	0 0
Sr Account Manager 2	4B1	4-GCL 15	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	1 0	0 0	0 0	0 0	0 0	0 0
Sr Manager, Sales - DLT	1C	4-GCL 18	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	0 0	0 0	0 0	1 0	0 0	0 0
TOTAL:					3	Male: 3 Female: 0	3 0	1 0	1 0	0 0	1 0	0 0	0 0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - Cyber/Mgmt

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Sales Development Rep 1	4B3	4-GCL 12	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	0 0	0 0	0 0	1 0	0 0	0 0
Director, Sales - DLT	1B	4-GCL 20	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	0 0	1 0	0 0	0 0	0 0	0 0
TOTAL:					2	Male: 2 Female: 0	2 0	0 0	1 0	0 0	1 0	0 0	0 0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - Digital Design/Gov't

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Sales Associate	4B3	4-GCL 09	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	0 0	1 0	0 0	0 0	0 0	0 0
Account Manager 2	4B2	2-GCL 13	NO	Teleworker	1	Male: 1 Female: 0	1 0	1 0	0 0	0 0	0 0	0 0	0 0
Account Manager 1	4B3	4-GCL 12	NO	Herndon, VA	8	Male: 7 Female: 1	5 1	1 1	0 0	1 0	0 0	0 0	0 0
Account Manager 1	4B3	4-GCL 12	NO	Teleworker	1	Male: 0 Female: 1	0 1	0 0	0 0	0 1	0 0	0 0	0 0
Sales Development Rep 1	4B3	4-GCL 12	NO	Herndon, VA	1	Male: 0 Female: 1	0 1	0 0	0 1	0 0	0 0	0 0	0 0
Account Manager 2	4B2	4-GCL 13	NO	Herndon, VA	4	Male: 1 Female: 3	1 3	1 3	0 0	0 0	0 0	0 0	0 0
Channel Development Rep 1	4B2	4-GCL 13	NO	Herndon, VA	1	Male: 0 Female: 1	0 1	0 1	0 0	0 0	0 0	0 0	0 0
Sr Account Manager 1	4B1	4-GCL 14	NO	Herndon, VA	2	Male: 1 Female: 1	1 0	1 0	0 0	0 0	0 1	0 0	0 0
Team Lead, Sales	2A	4-GCL 15	NO	Teleworker	1	Male: 0 Female: 1	0 1	0 0	0 0	0 1	0 0	0 0	0 0
Sr Account Manager 2	4B1	2-GCL 15	NO	Teleworker	1	Male: 0 Female: 1	0 1	0 0	0 0	0 1	0 0	0 0	0 0
Manager, Sales - DLT	1C	2-GCL 17	NO	Teleworker	2	Male: 2 Female: 0	1 0	1 0	0 0	0 0	1 0	0 0	0 0
TOTAL:					23	Male: 13 Female: 10	9 5	2 1	0 1	2 3	0 0	0 0	0 0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - Digital Design/Mgmt

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Team Lead, Sales	2A	4-GCL 15	NO	Herndon, VA	1	Male: 0 Female: 1	0 0	0 0	0 1	0 0	0 0	0 0	0 0
Sr Director, Sales	1B	4-GCL 21	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	0 0	0 0	0 0	0 0	0 0	0 0
Vice President, Sales	1A	4-GCL 22	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	0 0	0 0	0 0	0 0	0 0	0 0
TOTAL:					3	Male: 2 Female: 1	2 0	0 0	0 1	0 0	0 0	0 0	0 0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - EA/CIV+++

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Sr Account Manager 2	4B1	4-GCL 15	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	0 0	0 0	0 0	1 0	0 0	0 0
TOTAL:					1	Male: 1 Female: 0	1 0	0 0	0 0	0 0	1 0	0 0	0 0

+++ This department reports to the Manager, Sales - DLT in the DLT - EA/DoD department.

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - EA/DoD

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Account Manager 1	4B3	4-GCL 12	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	0 0	0 0	1 0	0 0	0 0	0 0
Manager, Sales - DLT	1C	1-GCL 17	NO	Teleworker	1	Male: 1 Female: 0	1 0	1 0	0 0	0 0	0 0	0 0	0 0
TOTAL:					2	Male: 2 Female: 0	2 0	1 0	0 0	1 0	0 0	0 0	0 0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - EA/Mgmt

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Sr Analyst, Partner & Channel Alliances	2A	4-GCL 15	NO	Herndon, VA	1	Male:	0	0	0	0	0	0	0
						Female:	1	0	0	1	0	0	0
Manager, Partner & Channel Alliances	1C	4-GCL 16	NO	Teleworker	1	Male:	1	1	0	0	0	0	0
						Female:	0	0	0	0	0	0	0
Sr Director, Sales	1B	4-GCL 21	NO	Herndon, VA	1	Male:	1	1	0	0	0	0	0
						Female:	0	0	0	0	0	0	0
TOTAL:					3	Male:	2	2	0	0	0	0	0
						Female:	1	0	0	1	0	0	0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - EA/NSG+++

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Sales Account Executive	4B1	4-GCL 14	NO	Herndon, VA	1	Male:	0	0	0	0	0	0	0
						Female:	1	0	1	0	0	0	0
TOTAL:					1	Male:	0	0	0	0	0	0	0
						Female:	1	0	1	0	0	0	0

+++ This department reports to the Manager, Sales - DLT in the DLT - EA/DoD department.

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - EA/OCS+++

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Team Lead, Sales	2A	4-GCL 15	NO	Herndon, VA	1	Male: 0 Female: 1	0 1	0 1	0 0	0 0	0 0	0 0	0 0
TOTAL:					1	Male: 0 Female: 1	0 1	0 1	0 0	0 0	0 0	0 0	0 0

+++ This department reports to the Sr Director, Sales in the DLT - EA/Mgmt department.

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - EA/Renewals

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Account Manager 1	4B3	4-GCL 12	NO	Herndon, VA	1	Male: 0 Female: 1	0 1	0 1	0 0	0 0	0 0	0 0	0 0
Account Manager 2	4B2	4-GCL 13	NO	Herndon, VA	4	Male: 2 Female: 2	2 2	1 1	0 0	1 1	0 0	0 0	0 0
Sr Account Manager 2	4B1	4-GCL 15	NO	Herndon, VA	1	Male: 0 Female: 1	0 1	0 0	0 0	0 0	0 0	0 0	0 1
Sr Manager, Sales - DLT	1C	1-GCL 18	NO	Teleworker	1	Male: 1 Female: 0	1 0	0 0	1 0	0 0	0 0	0 0	0 0
TOTAL:					7	Male: 3 Female: 4	3 4	1 2	1 0	1 1	0 0	0 0	0 1

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - EA/SLED+++

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Account Manager 1	4B3	4-GCL 12	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	0 0	0 0	0 0	1 0	0 0	0 0
Account Manager 2	4B2	4-GCL 13	NO	Herndon, VA	2	Male: 2 Female: 0	2 0	0 0	0 0	0 0	0 0	0 0	0 0
TOTAL:					3	Male: 3 Female: 0	3 0	2 0	0 0	0 0	1 0	0 0	0 0

+++ This department reports to the Sr Director, Sales in the DLT - EA/Mgmt department.

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - Engineering/Corporate

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Systems Engineer 1	2A	4-GCL 15	NO	Herndon, VA	4	Male: 4 Female: 0	2	1	1	0	0	0	0
Systems Engineer 3	2B1	2-GCL 17	NO	Teleworker	1	Male: 1 Female: 0	1	0	0	0	0	0	0
Sales Engineer 2	2A	4-GCL 16	NO	Herndon, VA	2	Male: 2 Female: 0	1	1	0	0	0	0	0
Systems Engineer 2	2A	4-GCL 16	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
Systems Engineer 2	2A	4-GCL 16	NO	Teleworker	1	Male: 1 Female: 0	0	0	0	1	0	0	0
Team Lead, Cloud Operations	2A	4-GCL 16	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
Sales Engineer 3	2A	3-GCL 17	NO	Teleworker	1	Male: 1 Female: 0	0	0	0	1	0	0	0
Systems Engineer 3	2B1	4-GCL 17	NO	Herndon, VA	3	Male: 3 Female: 0	1	1	0	0	0	0	1
Sales Engineer 3	2A	4-GCL 17	NO	Herndon, VA	6	Male: 6 Female: 0	4	1	0	1	0	0	0
Sr Manager, DLT Operations Center	1C	4-GCL 18	NO	Herndon, VA	1	Male: 1 Female: 0	0	0	0	1	0	0	0
Director, Engineering	1B	4-GCL 20	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
TOTAL:					22	Male: 22 Female: 0	12	4	1	4	0	0	1

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - Exec Sales/Mgmt

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Sr. Executive Assistant to CEO - US	5C	4-GCL 14	NO	Herndon, VA	1	Male:	0	0	0	0	0	0	0
						Female:	1	1	0	0	0	0	0
Manager, Sales Development	1C	4-GCL 17	NO	Herndon, VA	1	Male:	1	1	0	0	0	0	0
						Female:	0	0	0	0	0	0	0
President	1A	4-GCL 24	NO	Herndon, VA	1	Male:	1	1	0	0	0	0	0
						Female:	0	0	0	0	0	0	0
TOTAL:					3	Male:	2	2	0	0	0	0	0
						Female:	1	1	0	0	0	0	0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - Finance/Accounting & Finance

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
A/P Specialist 1	5B	4-GCL 09	NO	Herndon, VA	2	Male: 0 Female: 2	0	0	0	0	0	0	0
Collections Specialist 1	5B	2-GCL 11	NO	Teleworker	1	Male: 0 Female: 1	0	0	0	0	0	0	0
A/P Specialist 2	5B	4-GCL 10	NO	Herndon, VA	4	Male: 0 Female: 4	0	0	0	0	0	0	0
A/R Specialist	5B	4-GCL 10	NO	Herndon, VA	1	Male: 1 Female: 0	1	1	0	0	0	0	0
Collections Specialist 1	5B	3-GCL 11	NO	Teleworker	1	Male: 0 Female: 1	0	0	0	0	0	0	0
Billing Specialist - DLT	5B	4-GCL 11	NO	Herndon, VA	2	Male: 1 Female: 1	0	0	0	0	0	0	1
Billing Specialist - DLT	5B	4-GCL 11	NO	Teleworker	1	Male: 1 Female: 0	0	0	0	0	1	0	0
Collections Specialist 1	5B	4-GCL 11	NO	Herndon, VA	4	Male: 2 Female: 2	0	0	0	1	0	0	1
Sr A/P Specialist	5B	4-GCL 11	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	0	0
Project Accounting Specialist	2B3	4-GCL 11	NO	Herndon, VA	1	Male: 1 Female: 0	0	0	0	0	0	1	0
Staff Accountant 2	2B3	2-GCL 13	NO	Teleworker	1	Male: 1 Female: 0	1	1	0	0	0	0	0
Staff Accountant 1	2B3	4-GCL 12	NO	Herndon, VA	1	Male: 1 Female: 0	0	0	0	1	0	0	0
Project Control Accountant	2B3	4-GCL 13	NO	Herndon, VA	3	Male: 1 Female: 2	0	0	0	0	0	0	1
Project Control Accountant	2B3	4-GCL 13	NO	Teleworker	1	Male: 1 Female: 0	0	0	0	0	1	0	0
Credit Analyst	2B2	3-GCL 14	NO	Teleworker	1	Male: 1 Female: 0	0	0	1	0	0	0	0
Project Analyst - DLT	2B2	4-GCL 14	NO	Herndon, VA	2	Male: 1 Female: 1	0	0	1	0	0	0	0
Sr Staff Accountant	2B2	4-GCL 14	NO	Herndon, VA	2	Male: 1 Female: 1	0	0	0	0	1	0	0
Team Lead	2A	4-GCL 14	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	0	0
Manager, A/P	1C	4-GCL 14	NO	Herndon, VA	1	Male: 1 Female: 0	0	0	1	0	0	0	0
Manager, Billing	1C	4-GCL 14	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	0	0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - Finance/Accounting & Finance

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Supervisor, Collections - DLT	1C	4-GCL 14	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	0	0
Sr Project Analyst	2C	4-GCL 15	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	0	0
Financial Analyst 2	2B2	4-GCL 15	NO	Herndon, VA	2	Male: 1 Female: 1	0	1	0	0	0	0	1
Sr Tax Accountant	2B2	4-GCL 15	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
Manager, Credit & Collection	1C	4-GCL 16	NO	Teleworker	1	Male: 0 Female: 1	0	1	0	0	0	0	0
Sr Manager, Accounting	1C	2-GCL 18	NO	Teleworker	1	Male: 0 Female: 1	0	1	0	0	0	0	0
Sr Manager, Accounting	1C	4-GCL 18	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	1	0	0	0	0
Sr Manager, FP&A	1C	4-GCL 18	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
Director, Accounting - DLT	1B	4-GCL 19	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
TOTAL:					42	Male: 18 Female: 24	5	8	3	2	3	0	1

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - Human Resources/Mgmt

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Sr Manager, Learning & Org Dev	1C	NoGrd	NO	Herndon, VA	1	Male:	1	1	0	0	0	0	0
						Female:	0	0	0	0	0	0	0
Receptionist	5C	4-GCL 09	NO	Herndon, VA	1	Male:	0	0	0	0	0	0	0
						Female:	1	0	1	0	0	0	0
HR Coordinator - DLT	5C	4-GCL 11	NO	Herndon, VA	1	Male:	0	0	0	0	0	0	0
						Female:	1	1	0	0	0	0	0
Training Coordinator	5B	4-GCL 11	NO	Herndon, VA	1	Male:	1	1	0	0	0	0	0
						Female:	0	0	0	0	0	0	0
HR Business Partner	2B1	4-GCL 17	NO	Herndon, VA	1	Male:	0	0	0	0	0	0	0
						Female:	1	1	0	0	0	0	0
TOTAL:					5	Male:	2	2	0	0	0	0	0
						Female:	3	2	1	0	0	0	0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - IT Mgmt/Emerging Tech+++

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Account Manager 1	4B3	4-GCL 12	NO	Herndon, VA	4	Male:	4	3	0	0	1	0	0
						Female:	0	0	0	0	0	0	0
Account Manager 2	4B2	4-GCL 13	NO	Herndon, VA	2	Male:	1	1	0	0	0	0	0
						Female:	1	1	0	0	0	0	0
Sales Development Rep 3	4B1	4-GCL 14	NO	Herndon, VA	1	Male:	1	1	0	0	0	0	0
						Female:	0	0	0	0	0	0	0
TOTAL:					7	Male:	6	5	0	0	1	0	0
						Female:	1	1	0	0	0	0	0

+++ This department reports to the Director, Sales - DLT in the DLT - IT Mgmt/Quest department.

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - IT Mgmt/Mgmt

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Sr Channel Development Rep 1	4B1	4-GCL 15	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	1 0	0 0	0 0	0 0	0 0	0 0
Vice President, Sales	1A	4-GCL 22	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	1 0	0 0	0 0	0 0	0 0	0 0
TOTAL:					2	Male: 2 Female: 0	2 0	2 0	0 0	0 0	0 0	0 0	0 0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - IT Mgmt/Quest

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Account Manager 1	4B3	2-GCL 12	NO	Teleworker	2	Male:	1	1	0	0	0	0	0
						Female:	1	1	0	0	0	0	0
Account Manager 2	4B2	2-GCL 13	NO	Teleworker	2	Male:	2	1	0	1	0	0	0
						Female:	0	0	0	0	0	0	0
Account Manager 1	4B3	4-GCL 12	NO	Herndon, VA	10	Male:	8	5	0	2	1	0	0
						Female:	2	0	1	1	0	0	0
Team Lead, Sales	2A	3-GCL 15	NO	Teleworker	1	Male:	0	0	0	0	0	0	0
						Female:	1	1	0	0	0	0	0
Manager, Sales - DLT	1C	2-GCL 17	NO	Teleworker	1	Male:	1	1	0	0	0	0	0
						Female:	0	0	0	0	0	0	0
Director, Sales - DLT	1B	4-GCL 20	NO	Herndon, VA	1	Male:	1	1	0	0	0	0	0
						Female:	0	0	0	0	0	0	0
TOTAL:					17	Male:	13	9	0	3	1	0	0
						Female:	4	2	1	1	0	0	0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - Marketing/Corp

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Digital Marketing Specialist II	2B3	4-GCL 12	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	0	0
Graphic Design Specialist	2B3	4-GCL 13	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
Marketing Automation Specialist - DLT	2B3	4-GCL 13	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
Marketing Automation Specialist - DLT	2B3	4-GCL 13	NO	Teleworker	1	Male: 0 Female: 1	0	1	0	0	0	0	0
Marketing Campaign Manager	2B3	4-GCL 13	NO	Herndon, VA	4	Male: 2 Female: 2	2	2	0	0	0	0	0
Marketing Campaign Manager - DLT	2B3	4-GCL 13	NO	Herndon, VA	3	Male: 1 Female: 2	1	2	0	0	0	0	0
Marketing Operations Analyst	2B3	4-GCL 13	NO	Herndon, VA	1	Male: 0 Female: 1	0	1	0	0	0	0	0
Marketing Events Manager	2B2	4-GCL 14	NO	Herndon, VA	1	Male: 0 Female: 1	0	1	0	0	0	0	0
Web Manager	2A	4-GCL 14	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
Marketing Program Manager	2B2	4-GCL 15	NO	Herndon, VA	1	Male: 0 Female: 1	0	1	0	0	0	0	0
Cloud Marketing Manager - DLT	4B1	4-GCL 16	NO	Teleworker	1	Male: 0 Female: 1	0	0	0	1	0	0	0
Manager, Marketing Operations - DLT	1C	4-GCL 16	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
Sr. Manager, Demand Generation & Strategy	1C	4-GCL 18	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
Director, Marketing	1B	4-GCL 20	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
TOTAL:					19	Male: 9 Female: 10	9	7	0	0	0	0	0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - OCTO/Mgmt

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Business Intelligence Leader	1B	4-GCL 19	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	0 0	1 0	0 0	0 0	0 0	0 0
Director, Data Scientist	1B	4-GCL 20	NO	Herndon, VA	1	Male: 0 Female: 1	0 1	0 1	0 0	0 0	0 0	0 0	0 0
Director, Software Technologist	1B	4-GCL 20	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	1 0	0 0	0 0	0 0	0 0	0 0
Director, Technologist - Cybersecurity	1B	4-GCL 20	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	1 0	0 0	0 0	0 0	0 0	0 0
Director, Technology	1B	4-GCL 21	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	1 0	0 0	0 0	0 0	0 0	0 0
TOTAL:					5	Male: 4 Female: 1	4 1	3 1	1 0	0 0	0 0	0 0	0 0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - Operations/Corp Operations

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Vendor Solutions Associate I	5C	4-GCL 10	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	0	0
Help Desk Analyst II	5B	4-GCL 11	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	1	0	0	0	0
Associate Quality Engineer	2C	4-GCL 13	NO	Teleworker	1	Male: 1 Female: 0	1	0	0	0	0	0	0
Sales Operations Specialist - DLT 2B3		4-GCL 13	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	1	0	0	0
Manager, Business Operations	1C	4-GCL 16	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
Manager, Sales Operations - DLT 1C		4-GCL 16	NO	Herndon, VA	1	Male: 0 Female: 1	0	1	0	0	0	0	0
Director, Cloud Operations	1B	4-GCL 20	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
Director, Corporate Operations	1B	4-GCL 21	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
TOTAL:					8	Male: 4 Female: 4	4	1	1	1	1	0	0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - Operations/IT Services

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
IT Service Desk Analyst	2C	4-GCL 11	NO	Herndon, VA	1	Male: 1 Female: 0	1	1	0	0	0	0	0
Remote EE Service Engineer	2C	4-GCL 12	NO	Herndon, VA	1	Male: 1 Female: 0	1	1	0	0	0	0	0
Associate Application Developer	2C	4-GCL 14	NO	Herndon, VA	1	Male: 1 Female: 0	0	1	0	0	0	0	0
Data Analyst	2C	4-GCL 14	NO	Herndon, VA	1	Male: 0 Female: 1	0	0	0	0	0	0	1
Application Developer	2B2	4-GCL 15	NO	Herndon, VA	1	Male: 1 Female: 0	0	0	0	1	0	0	0
Systems Engineer	2B2	4-GCL 15	NO	Herndon, VA	1	Male: 1 Female: 0	0	0	0	1	0	0	0
Senior Application Developer	2B1	4-GCL 16	NO	Herndon, VA	2	Male: 2 Female: 0	2	0	0	0	0	0	0
Senior Systems Engineer	2A	4-GCL 16	NO	Herndon, VA	2	Male: 1 Female: 1	0	1	0	1	0	0	0
Sr. Manager, IT Development	1C	2-GCL 18	NO	Teleworker	1	Male: 1 Female: 0	1	0	0	0	0	0	0
Manager, Systems Engineering	1C	4-GCL 17	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
Application Development Specialist	2A	4-GCL 18	NO	Herndon, VA	1	Male: 1 Female: 0	0	0	0	1	0	0	0
DLT CIO	1B	4-GCL 21	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
TOTAL:					14	Male: 12 Female: 2	7	1	0	4	0	0	1

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - Operations/Order Management+++

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+	
OM Specialist 1	5C	4-GCL 09	NO	Herndon, VA	2	Male: 2 Female: 0	2 0	0 0	1 0	0 0	0 0	0 0	0 0	1
OM Specialist 2	5C	4-GCL 10	NO	Herndon, VA	1	Male: 0 Female: 1	0 1	0 0	0 0	0 1	0 0	0 0	0 0	0
Sr OM Specialist	5B	4-GCL 11	NO	Herndon, VA	2	Male: 1 Female: 1	1 1	1 0	0 0	0 0	0 1	0 0	0 0	0
Team Lead, Order Management	2B3	3-GCL 13	NO	Teleworker	1	Male: 1 Female: 0	1 0	1 0	0 0	0 0	0 0	0 0	0 0	0
TOTAL:					6	Male: 4 Female: 2	4 2	2 0	1 0	0 0	0 2	0 0	0 0	1 0

+++ This department reports to the Manager, Sales Operations - DLT in the DLT - Operations/Corp Operations department.

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - Platforms/Fed+++

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Account Manager 1	4B3	4-GCL 12	NO	Herndon, VA	4	Male: 4 Female: 0	1	1	1	0	0	0	1
Sales Development Rep 1	4B3	4-GCL 12	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
Account Manager 2	4B2	4-GCL 13	NO	Herndon, VA	7	Male: 6 Female: 1	3	0	3	0	0	0	0
Sr Account Manager 2	4B1	4-GCL 15	NO	Herndon, VA	2	Male: 2 Female: 0	0	1	1	0	0	0	0
Vendor Remote EE BDE II	4B1	4-GCL 17	NO	Herndon, VA	1	Male: 1 Female: 0	1	0	0	0	0	0	0
TOTAL:					15	Male: 14 Female: 1	6	2	5	0	0	0	1

+++ This department reports to the Vice President, Channels in the DLT - Sales/Channels department.

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - Platforms/SLED+++

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Account Manager 1	4B3	4-GCL 12	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	1 0	0 0	0 0	0 0	0 0	0 0
Account Manager 2	4B2	4-GCL 13	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	1 0	0 0	0 0	0 0	0 0	0 0
Sr Account Manager 1	4B1	4-GCL 14	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	0 0	0 0	1 0	0 0	0 0	0 0
TOTAL:					3	Male: 3 Female: 0	3 0	2 0	0 0	1 0	0 0	0 0	0 0

+++ This department reports to the Manager, Sales - DLT in the Red Hat Management department.

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: DLT - Sales/Channels

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Sr Channel Development Rep 1	4B1	4-GCL 15	NO	Herndon, VA	1	Male: 0 Female: 1	0 1	0 1	0 0	0 0	0 0	0 0	0 0
Channel Program Manager	2B2	4-GCL 15	NO	Herndon, VA	1	Male: 0 Female: 1	0 0	0 0	0 1	0 0	0 0	0 0	0 0
Vice President, Channels	1A	4-GCL 22	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	1 0	0 0	0 0	0 0	0 0	0 0
TOTAL:					3	Male: 1 Female: 2	1 2	1 1	0 1	0 1	0 0	0 0	0 0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS

DEPARTMENT: Red Hat Management

Job Title	Job Group	Salary Grade	Corp Init	Location	Total	Gender	W	B	H	A	P	I	2+
Manager, Sales - DLT	1C	4-GCL 17	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	0 0	0 0	0 0	0 0	0 0	0 0
Director, Sales	1B	4-GCL 20	NO	Herndon, VA	1	Male: 1 Female: 0	1 0	0 0	0 0	0 0	0 0	0 0	0 0
TOTAL:					2	Male: 2 Female: 0	2 0	0 0	0 0	0 0	0 0	0 0	0 0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS SUMMARY

Department:	TOTAL EMPLOYEES									
	Total	Gender	W	B	H	A	P	I	2+	
AAI Custom	8	Male:	6	6	0	0	0	0	0	0
		Female:	2	2	0	0	0	0	0	0
AAI Growth	4	Male:	3	2	1	0	0	0	0	0
		Female:	1	1	0	0	0	0	0	0
AAI Incubation and Trans	10	Male:	6	4	1	1	0	0	0	0
		Female:	4	3	0	1	0	0	0	0
Applications, Analytics, & Incubation	1	Male:	1	1	0	0	0	0	0	0
		Female:	0	0	0	0	0	0	0	0
AWS Sales	18	Male:	12	8	3	0	0	0	0	1
		Female:	6	4	1	0	1	0	0	0
Cyber - CrowdStrike	1	Male:	1	1	0	0	0	0	0	0
		Female:	0	0	0	0	0	0	0	0
Cyber - Other Growth	10	Male:	9	5	2	1	0	0	0	1
		Female:	1	0	0	0	0	0	0	1
Cyber- Other Custom	1	Male:	1	0	0	1	0	0	0	0
		Female:	0	0	0	0	0	0	0	0
DLT - Contracts & Legal/Mgmt	16	Male:	9	8	0	0	1	0	0	0
		Female:	7	3	0	1	1	0	1	1
DLT - Cyber/McAfee	3	Male:	3	1	1	0	1	0	0	0
		Female:	0	0	0	0	0	0	0	0
DLT - Cyber/Mgmt	2	Male:	2	0	1	0	1	0	0	0
		Female:	0	0	0	0	0	0	0	0
DLT - Digital Design/Gov't	23	Male:	13	9	2	0	2	0	0	0
		Female:	10	5	1	1	3	0	0	0
DLT - Digital Design/Mgmt	3	Male:	2	2	0	0	0	0	0	0
		Female:	1	0	0	1	0	0	0	0
DLT - EA/CIV	1	Male:	1	0	0	0	1	0	0	0
		Female:	0	0	0	0	0	0	0	0
DLT - EA/DoD	2	Male:	2	1	0	1	0	0	0	0
		Female:	0	0	0	0	0	0	0	0
DLT - EA/Mgmt	3	Male:	2	2	0	0	0	0	0	0
		Female:	1	0	0	1	0	0	0	0
DLT - EA/NSG	1	Male:	0	0	0	0	0	0	0	0
		Female:	1	0	1	0	0	0	0	0
DLT - EA/OCS	1	Male:	0	0	0	0	0	0	0	0
		Female:	1	1	0	0	0	0	0	0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS SUMMARY

Department:	TOTAL EMPLOYEES									
	Total	Gender	W	B	H	A	P	I	2+	
DLT - EA/Renewals	7	Male:	3	1	1	1	0	0	0	0
		Female:	4	2	0	1	0	0	0	1
DLT - EA/SLED	3	Male:	3	2	0	0	1	0	0	0
		Female:	0	0	0	0	0	0	0	0
DLT - Engineering/Corporate	22	Male:	22	12	4	1	4	0	0	1
		Female:	0	0	0	0	0	0	0	0
DLT - Exec Sales/Mgmt	3	Male:	2	2	0	0	0	0	0	0
		Female:	1	1	0	0	0	0	0	0
DLT - Finance/Accounting & Finance	42	Male:	18	5	3	2	3	0	1	4
		Female:	24	8	8	2	5	0	0	1
DLT - Human Resources/Mgmt	5	Male:	2	2	0	0	0	0	0	0
		Female:	3	2	1	0	0	0	0	0
DLT - IT Mgmt/Emerging Tech	7	Male:	6	5	0	0	1	0	0	0
		Female:	1	1	0	0	0	0	0	0
DLT - IT Mgmt/Mgmt	2	Male:	2	2	0	0	0	0	0	0
		Female:	0	0	0	0	0	0	0	0
DLT - IT Mgmt/Quest	17	Male:	13	9	0	3	1	0	0	0
		Female:	4	2	1	1	0	0	0	0
DLT - Marketing/Corp	19	Male:	9	9	0	0	0	0	0	0
		Female:	10	7	0	2	1	0	0	0
DLT - OCTO/Mgmt	5	Male:	4	3	1	0	0	0	0	0
		Female:	1	1	0	0	0	0	0	0
DLT - Operations/Corp Operations	8	Male:	4	4	0	0	0	0	0	0
		Female:	4	1	1	1	1	0	0	0
DLT - Operations/IT Services	14	Male:	12	7	1	0	4	0	0	0
		Female:	2	1	0	0	0	0	0	1
DLT - Operations/Order Management	6	Male:	4	2	1	0	0	0	0	1
		Female:	2	0	0	0	2	0	0	0
DLT - Platforms/Fed	15	Male:	14	6	2	5	0	0	0	1
		Female:	1	0	1	0	0	0	0	0
DLT - Platforms/SLED	3	Male:	3	2	0	1	0	0	0	0
		Female:	0	0	0	0	0	0	0	0
DLT - Sales/Channels	3	Male:	1	1	0	0	0	0	0	0
		Female:	2	1	0	1	0	0	0	0
Red Hat Management	2	Male:	2	2	0	0	0	0	0	0
		Female:	0	0	0	0	0	0	0	0

60-2.11 ORGANIZATIONAL PROFILE / WORKFORCE ANALYSIS SUMMARY

Department:	TOTAL EMPLOYEES								
	Total	Gender	W	B	H	A	P	I	2+
TOTAL:*	291	Male: 197	126	24	17	20	0	1	9
		Female: 94	46	15	13	14	0	1	5

* Total includes Corporate Initiative employees, if applicable.

60-2.12 JOB GROUP ANALYSIS

Job Group: 1A Officials & Managers: Executive

Title	Location	Corp Initiative reporting IN (+) or OUT (++)	Supv Location for Corp Initiative reporting out
President	Herndon, VA		
Vice President & General Counsel	Herndon, VA		
Vice President, Channels	Herndon, VA		
Vice President, Sales	Herndon, VA		

60-2.12 JOB GROUP ANALYSIS

Job Group: 1B Officials & Mgrs: First and Mid Level

Title	Location	Corp Initiative reporting IN (+) or OUT (++)	Supv Location for Corp Initiative reporting out
Business Intelligence Leader	Herndon, VA		
Director, Accounting - DLT	Herndon, VA		
Director, Cloud Operations	Herndon, VA		
Director, Corporate Operations	Herndon, VA		
Director, Data Scientist	Herndon, VA		
Director, Engineering	Herndon, VA		
Director, Marketing	Herndon, VA		
Director, Program Management - DLT	Herndon, VA		
Director, Sales	Herndon, VA		
Director, Sales - DLT	Herndon, VA		
Director, Software Technologist	Herndon, VA		
Director, Technologist - Cybersecurity	Herndon, VA		
Director, Technology	Herndon, VA		
DLT CIO	Herndon, VA		
Sr Director, Program Management	Herndon, VA		
Sr Director, Sales	Herndon, VA		

60-2.12 JOB GROUP ANALYSIS

Job Group: 1C Officials & Mgrs: Managers/Supervisors

Title	Location	Corp Initiative reporting IN (+) or OUT (++)	Supv Location for Corp Initiative reporting out
Manager, A/P	Herndon, VA		
Manager, Billing	Herndon, VA		
Manager, Business Operations	Herndon, VA		
Manager, Credit & Collection	Teleworker		
Manager, Marketing Operations - DLT	Herndon, VA		
Manager, Partner & Channel Alliances	Teleworker		
Manager, Sales - DLT	Herndon, VA		
Manager, Sales - DLT	Teleworker		
Manager, Sales Development	Herndon, VA		
Manager, Sales Operations - DLT	Herndon, VA		
Manager, Systems Engineering	Herndon, VA		
Sr Manager, Accounting	Herndon, VA		
Sr Manager, Accounting	Teleworker		
Sr Manager, DLT Operations Center	Herndon, VA		
Sr Manager, FP&A	Herndon, VA		
Sr Manager, Learning & Org Dev	Herndon, VA		
Sr Manager, Proposals, Pricing & Compliance	Herndon, VA		
Sr Manager, Sales - DLT	Herndon, VA		
Sr Manager, Sales - DLT	Teleworker		
Sr. Manager, Demand Generation & Strategy	Herndon, VA		
Sr. Manager, IT Development	Teleworker		
Supervisor, Collections - DLT	Herndon, VA		

60-2.12 JOB GROUP ANALYSIS

Job Group: 2A Professionals: Upper Level

Title	Location	Corp Initiative reporting IN (+) or OUT (++)	Supv Location for Corp Initiative reporting out
Application Development Specialist	Herndon, VA		
Proposal Manager	Herndon, VA		
Sales Engineer 2	Herndon, VA		
Sales Engineer 3	Herndon, VA		
Sales Engineer 3	Teleworker		
Senior Systems Engineer	Herndon, VA		
Sr Analyst, Partner & Channel Alliances	Herndon, VA		
Systems Engineer 1	Herndon, VA		
Systems Engineer 2	Herndon, VA		
Systems Engineer 2	Teleworker		
Team Lead	Herndon, VA		
Team Lead, Cloud Operations	Herndon, VA		
Team Lead, Sales	Herndon, VA		
Team Lead, Sales	Teleworker		
Web Manager	Herndon, VA		

60-2.12 JOB GROUP ANALYSIS

Job Group: 2B1 Professionals: Second Level 1

Title	Location	Corp Initiative reporting IN (+) or OUT (++)	Supv Location for Corp Initiative reporting out
Contracts Manager 2, Associate Counsel	Teleworker		
HR Business Partner	Herndon, VA		
Program Manager 2	Herndon, VA		
Program Manager 2	Teleworker		
Program Manager, Cloud Programs	Herndon, VA		
Senior Application Developer	Herndon, VA		
Systems Engineer 3	Herndon, VA		
Systems Engineer 3	Teleworker		

60-2.12 JOB GROUP ANALYSIS

Job Group: 2B2 Professionals: Second Level 2

Title	Location	Corp Initiative reporting IN (+) or OUT (++)	Supv Location for Corp Initiative reporting out
Application Developer	Herndon, VA		
Channel Program Manager	Herndon, VA		
Contracts Manager 1	Herndon, VA		
Credit Analyst	Teleworker		
Financial Analyst 2	Herndon, VA		
Marketing Events Manager	Herndon, VA		
Marketing Program Manager	Herndon, VA		
Program Manager 1	Herndon, VA		
Project Analyst - DLT	Herndon, VA		
Sr Program Financial Analyst	Herndon, VA		
Sr Staff Accountant	Herndon, VA		
Sr Tax Accountant	Herndon, VA		
Systems Engineer	Herndon, VA		

60-2.12 JOB GROUP ANALYSIS

Job Group: 2B3 Professionals: Second Level 3

Title	Location	Corp Initiative reporting IN (+) or OUT (++)	Supv Location for Corp Initiative reporting out
Digital Marketing Specialist II	Herndon, VA		
Graphic Design Specialist	Herndon, VA		
Marketing Automation Specialist - DLT	Herndon, VA		
Marketing Automation Specialist - DLT	Teleworker		
Marketing Campaign Manager	Herndon, VA		
Marketing Campaign Manager - DLT	Herndon, VA		
Marketing Operations Analyst	Herndon, VA		
Program Financial Analyst 1	Herndon, VA		
Project Accounting Specialist	Herndon, VA		
Project Control Accountant	Herndon, VA		
Project Control Accountant	Teleworker		
Sales Operations Specialist - DLT	Herndon, VA		
Staff Accountant 1	Herndon, VA		
Staff Accountant 2	Teleworker		
Team Lead, Order Management	Teleworker		

60-2.12 JOB GROUP ANALYSIS

Job Group: 2C Professionals: Associates

Title	Location	Corp Initiative reporting IN (+) or OUT (++)	Supv Location for Corp Initiative reporting out
Associate Application Developer	Herndon, VA		
Associate Quality Engineer	Teleworker		
Data Analyst	Herndon, VA		
IT Service Desk Analyst	Herndon, VA		
Remote EE Service Engineer	Herndon, VA		
Sr Project Analyst	Herndon, VA		

60-2.12 JOB GROUP ANALYSIS

Job Group: 4B1 Sales: Mid Level 1

Title	Location	Corp Initiative reporting IN (+) or OUT (++)	Supv Location for Corp Initiative reporting out
Cloud Marketing Manager - DLT	Teleworker		
Sales Account Executive	Herndon, VA		
Sales Development Rep 3	Herndon, VA		
Sr Account Manager 1	Herndon, VA		
Sr Account Manager 2	Herndon, VA		
Sr Account Manager 2	Teleworker		
Sr Channel Development Rep 1	Herndon, VA		
Vendor Remote EE BDE II	Herndon, VA		

60-2.12 JOB GROUP ANALYSIS

Job Group: 4B2
Sales: Mid Level 2

Title	Location	Corp Initiative reporting IN (+) or OUT (++)	Supv Location for Corp Initiative reporting out
Account Manager 2	Herndon, VA		
Account Manager 2	Teleworker		
Channel Development Rep 1	Herndon, VA		

60-2.12 JOB GROUP ANALYSIS

Job Group: 4B3 Sales: Mid Level 3

Title	Location	Corp Initiative reporting IN (+) or OUT (++)	Supv Location for Corp Initiative reporting out
Account Manager 1	Herndon, VA		
Account Manager 1	Teleworker		
Sales Associate	Herndon, VA		
Sales Development Rep 1	Herndon, VA		

60-2.12 JOB GROUP ANALYSIS

Job Group: 5B Admin Support: Mid Level

Title	Location	Corp Initiative reporting IN (+) or OUT (++)	Supv Location for Corp Initiative reporting out
A/P Specialist 1	Herndon, VA		
A/P Specialist 2	Herndon, VA		
A/R Specialist	Herndon, VA		
Billing Specialist - DLT	Herndon, VA		
Billing Specialist - DLT	Teleworker		
Collections Specialist 1	Herndon, VA		
Collections Specialist 1	Teleworker		
Help Desk Analyst II	Herndon, VA		
Program Administrator 2	Herndon, VA		
Sr A/P Specialist	Herndon, VA		
Sr OM Specialist	Herndon, VA		
Training Coordinator	Herndon, VA		

60-2.12 JOB GROUP ANALYSIS

Job Group: 5C Admin Support: Entry Level

Title	Location	Corp Initiative reporting IN (+) or OUT (++)	Supv Location for Corp Initiative reporting out
HR Coordinator - DLT	Herndon, VA		
OM Specialist 1	Herndon, VA		
OM Specialist 2	Herndon, VA		
Receptionist	Herndon, VA		
Sr. Executive Assistant to CEO - US	Herndon, VA		
Vendor Solutions Associate I	Herndon, VA		

RECRUITING AREA REPORT

MA/COUNTY	AREA NAME	WEIGHT
Job Group: 1A Officials & Managers: Executive		
Factor: 1a 47894	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div	100 %
Factor: 1b 010	United States	100 %
Job Group: 1B Officials & Mgrs: First and Mid Level		
Factor: 1a 47894	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div	100 %
Factor: 1b 010	United States	100 %
Job Group: 1C Officials & Mgrs: Managers/Supervisors		
Factor: 1a 47894	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div	100 %
Factor: 1b 010	United States	100 %
Job Group: 2A Professionals: Upper Level		
Factor: 1a 47894	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div	100 %
Factor: 1b 010	United States	100 %
Job Group: 2B1 Professionals: Second Level 1		
Factor: 1a 47894	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div	100 %
Factor: 1b 010	United States	100 %
Job Group: 2B2 Professionals: Second Level 2		
Factor: 1a 47894	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div	100 %
Factor: 1b 010	United States	100 %
Job Group: 2B3 Professionals: Second Level 3		
Factor: 1a 47894	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div	100 %
Factor: 1b 010	United States	100 %
Job Group: 2C Professionals: Associates		
Factor: 1a 47894	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div	100 %
Factor: 1b 010	United States	100 %

RECRUITING AREA REPORT

MA/COUNTY	AREA NAME	WEIGHT
Job Group: 4B1 Sales: Mid Level 1		
Factor: 1a 47894	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div	100 %
Factor: 1b 010	United States	100 %
Job Group: 4B2 Sales: Mid Level 2		
Factor: 1a 47894	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div	100 %
Factor: 1b 010	United States	100 %
Job Group: 4B3 Sales: Mid Level 3		
Factor: 1a 47894	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div	100 %
Factor: 1b 010	United States	100 %
Job Group: 5B Admin Support: Mid Level		
Factor: 1a 47894	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div	100 %
Factor: 1b 010	United States	100 %
Job Group: 5C Admin Support: Entry Level		
Factor: 1a 47894	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div	100 %
Factor: 1b 010	United States	100 %

60-2.14 AVAILABILITY ANALYSIS

JOB GROUP: 1A							
Officials & Managers: Executive							
Factor	RAW AVAILABILITY PERCENTAGE		VALUE WEIGHT	WEIGHTED FACTOR PERCENTAGE		SOURCE / REASON	
	Female	Total Minority		Female	Total Minority		
FACTOR: 1							
Females/Minorities with requisite skills - Reasonable Recruitment Area							
1a	Females/Minorities with requisite skills - Local Recruitment Area	44.11	26.04	95	41.90	24.74	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div
1b	Females/Minorities with requisite skills - Extended Recruitment Area	0.00	0.00	0	0.00	0.00	No Recruiting Outside Local Area
FACTOR: 2							
Females/Minorities among those promotable, transferable and trainable within Company							
2a	Females/Minorities among those promotable and transferable within Company	0.00	0.00	5	0.00	0.00	Analysis of Feeder Jobs
2b	Females/Minorities among those trainable within Company	0.00	0.00	0	0.00	0.00	No Formal Internal Training
100%							
					41.90	24.74	FINAL AVAILABILITIES

60-2.14 AVAILABILITY ANALYSIS

JOB GROUP: 1B							
Officials & Mgrs: First and Mid Level							
Factor	RAW AVAILABILITY PERCENTAGE		VALUE WEIGHT	WEIGHTED FACTOR PERCENTAGE		SOURCE / REASON	
	Female	Total Minority		Female	Total Minority		
FACTOR: 1							
Females/Minorities with requisite skills - Reasonable Recruitment Area							
1a	Females/Minorities with requisite skills - Local Recruitment Area	40.48	31.02	60	24.29	18.61	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div
1b	Females/Minorities with requisite skills - Extended Recruitment Area	0.00	0.00	0	0.00	0.00	No Recruiting Outside Local Area
FACTOR: 2							
Females/Minorities among those promotable, transferable and trainable within Company							
2a	Females/Minorities among those promotable and transferable within Company	11.76	26.47	40	4.71	10.59	Analysis of Feeder Jobs
2b	Females/Minorities among those trainable within Company	0.00	0.00	0	0.00	0.00	No Formal Internal Training
100%							
29.00					29.20		FINAL AVAILABILITIES

60-2.14 AVAILABILITY ANALYSIS

JOB GROUP: 1C							
Officials & Mgrs: Managers/Supervisors							
Factor	RAW AVAILABILITY PERCENTAGE		VALUE WEIGHT	WEIGHTED FACTOR PERCENTAGE		SOURCE / REASON	
	Female	Total Minority		Female	Total Minority		
FACTOR: 1							
Females/Minorities with requisite skills - Reasonable Recruitment Area							
1a	Females/Minorities with requisite skills - Local Recruitment Area	48.43	31.10	50	24.21	15.55	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div
1b	Females/Minorities with requisite skills - Extended Recruitment Area	0.00	0.00	0	0.00	0.00	No Recruiting Outside Local Area
FACTOR: 2							
Females/Minorities among those promotable, transferable and trainable within Company							
2a	Females/Minorities among those promotable and transferable within Company	38.14	42.27	50	19.07	21.13	Analysis of Feeder Jobs
2b	Females/Minorities among those trainable within Company	0.00	0.00	0	0.00	0.00	No Formal Internal Training
100%							
		43.29	36.68	FINAL AVAILABILITIES			

60-2.14 AVAILABILITY ANALYSIS

JOB GROUP: 2A							
Professionals: Upper Level							
Factor	RAW AVAILABILITY PERCENTAGE		VALUE WEIGHT	WEIGHTED FACTOR PERCENTAGE		SOURCE / REASON	
	Female	Total Minority		Female	Total Minority		
FACTOR: 1							
Females/Minorities with requisite skills - Reasonable Recruitment Area							
1a	Females/Minorities with requisite skills - Local Recruitment Area	28.59	29.91	45	12.87	13.46	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div
1b	Females/Minorities with requisite skills - Extended Recruitment Area	0.00	0.00	0	0.00	0.00	No Recruiting Outside Local Area
FACTOR: 2							
Females/Minorities among those promotable, transferable and trainable within Company							
2a	Females/Minorities among those promotable and transferable within Company	30.36	44.64	55	16.70	24.55	Analysis of Feeder Jobs
2b	Females/Minorities among those trainable within Company	0.00	0.00	0	0.00	0.00	No Formal Internal Training
100%							
		29.56	38.01	FINAL AVAILABILITIES			

60-2.14 AVAILABILITY ANALYSIS

JOB GROUP: 2B1							
Professionals: Second Level 1							
Factor	RAW AVAILABILITY PERCENTAGE		VALUE WEIGHT	WEIGHTED FACTOR PERCENTAGE		SOURCE / REASON	
	Female	Total Minority		Female	Total Minority		
FACTOR: 1							
Females/Minorities with requisite skills - Reasonable Recruitment Area							
1a	Females/Minorities with requisite skills - Local Recruitment Area	42.58	46.39	50	21.29	23.20	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div
1b	Females/Minorities with requisite skills - Extended Recruitment Area	0.00	0.00	0	0.00	0.00	No Recruiting Outside Local Area
FACTOR: 2							
Females/Minorities among those promotable, transferable and trainable within Company							
2a	Females/Minorities among those promotable and transferable within Company	50.00	42.86	50	25.00	21.43	Analysis of Feeder Jobs
2b	Females/Minorities among those trainable within Company	0.00	0.00	0	0.00	0.00	No Formal Internal Training
100%							
		46.29	44.62	FINAL AVAILABILITIES			

60-2.14 AVAILABILITY ANALYSIS

JOB GROUP: 2B2							
Professionals: Second Level 2							
Factor	RAW AVAILABILITY PERCENTAGE		VALUE WEIGHT	WEIGHTED FACTOR PERCENTAGE		SOURCE / REASON	
	Female	Total Minority		Female	Total Minority		
FACTOR: 1							
Females/Minorities with requisite skills - Reasonable Recruitment Area							
1a	Females/Minorities with requisite skills - Local Recruitment Area	49.91	38.05	90	44.92	34.25	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div
1b	Females/Minorities with requisite skills - Extended Recruitment Area	0.00	0.00	0	0.00	0.00	No Recruiting Outside Local Area
FACTOR: 2							
Females/Minorities among those promotable, transferable and trainable within Company							
2a	Females/Minorities among those promotable and transferable within Company	44.44	55.56	10	4.44	5.56	Analysis of Feeder Jobs
2b	Females/Minorities among those trainable within Company	0.00	0.00	0	0.00	0.00	No Formal Internal Training
100%							
		49.37	39.80	FINAL AVAILABILITIES			

60-2.14 AVAILABILITY ANALYSIS

JOB GROUP: 2B3							
Professionals: Second Level 3							
Factor	RAW AVAILABILITY PERCENTAGE		VALUE WEIGHT	WEIGHTED FACTOR PERCENTAGE		SOURCE / REASON	
	Female	Total Minority		Female	Total Minority		
FACTOR: 1							
Females/Minorities with requisite skills - Reasonable Recruitment Area							
1a	Females/Minorities with requisite skills - Local Recruitment Area	54.64	38.82	70	38.25	27.18	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div
1b	Females/Minorities with requisite skills - Extended Recruitment Area	0.00	0.00	0	0.00	0.00	No Recruiting Outside Local Area
FACTOR: 2							
Females/Minorities among those promotable, transferable and trainable within Company							
2a	Females/Minorities among those promotable and transferable within Company	40.00	40.00	30	12.00	12.00	Analysis of Feeder Jobs
2b	Females/Minorities among those trainable within Company	0.00	0.00	0	0.00	0.00	No Formal Internal Training
100%							
				50.25	39.18	FINAL AVAILABILITIES	

60-2.14 AVAILABILITY ANALYSIS

JOB GROUP: 2C							
Professionals: Associates							
Factor	RAW AVAILABILITY PERCENTAGE		VALUE WEIGHT	WEIGHTED FACTOR PERCENTAGE		SOURCE / REASON	
	Female	Total Minority		Female	Total Minority		
FACTOR: 1							
Females/Minorities with requisite skills - Reasonable Recruitment Area							
1a	Females/Minorities with requisite skills - Local Recruitment Area	34.79	45.44	95	33.05	43.17	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div
1b	Females/Minorities with requisite skills - Extended Recruitment Area	0.00	0.00	0	0.00	0.00	No Recruiting Outside Local Area
FACTOR: 2							
Females/Minorities among those promotable, transferable and trainable within Company							
2a	Females/Minorities among those promotable and transferable within Company	20.00	40.00	5	1.00	2.00	Analysis of Feeder Jobs
2b	Females/Minorities among those trainable within Company	0.00	0.00	0	0.00	0.00	No Formal Internal Training
100%							
		34.05	45.17	FINAL AVAILABILITIES			

60-2.14 AVAILABILITY ANALYSIS

JOB GROUP: 4B1							
Sales: Mid Level 1							
Factor	RAW AVAILABILITY PERCENTAGE		VALUE WEIGHT	WEIGHTED FACTOR PERCENTAGE		SOURCE / REASON	
	Female	Total Minority		Female	Total Minority		
FACTOR: 1							
Females/Minorities with requisite skills - Reasonable Recruitment Area							
1a	Females/Minorities with requisite skills - Local Recruitment Area	34.19	27.09	80	27.35	21.67	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div
1b	Females/Minorities with requisite skills - Extended Recruitment Area	0.00	0.00	0	0.00	0.00	No Recruiting Outside Local Area
FACTOR: 2							
Females/Minorities among those promotable, transferable and trainable within Company							
2a	Females/Minorities among those promotable and transferable within Company	29.03	45.16	20	5.81	9.03	Analysis of Feeder Jobs
2b	Females/Minorities among those trainable within Company	0.00	0.00	0	0.00	0.00	No Formal Internal Training
100%							
		33.16	30.71	FINAL AVAILABILITIES			

60-2.14 AVAILABILITY ANALYSIS

JOB GROUP: 4B2							
Sales: Mid Level 2							
Factor	RAW AVAILABILITY PERCENTAGE		VALUE WEIGHT	WEIGHTED FACTOR PERCENTAGE		SOURCE / REASON	
	Female	Total Minority		Female	Total Minority		
FACTOR: 1							
Females/Minorities with requisite skills - Reasonable Recruitment Area							
1a	Females/Minorities with requisite skills - Local Recruitment Area	34.19	27.09	30	10.26	8.13	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div
1b	Females/Minorities with requisite skills - Extended Recruitment Area	0.00	0.00	0	0.00	0.00	No Recruiting Outside Local Area
FACTOR: 2							
Females/Minorities among those promotable, transferable and trainable within Company							
2a	Females/Minorities among those promotable and transferable within Company	21.82	45.45	70	15.27	31.82	Analysis of Feeder Jobs
2b	Females/Minorities among those trainable within Company	0.00	0.00	0	0.00	0.00	No Formal Internal Training
100%							
		25.53	39.95	FINAL AVAILABILITIES			

60-2.14 AVAILABILITY ANALYSIS

JOB GROUP: 4B3							
Sales: Mid Level 3							
Factor	RAW AVAILABILITY PERCENTAGE		VALUE WEIGHT	WEIGHTED FACTOR PERCENTAGE		SOURCE / REASON	
	Female	Total Minority		Female	Total Minority		
FACTOR: 1							
Females/Minorities with requisite skills - Reasonable Recruitment Area							
1a	Females/Minorities with requisite skills - Local Recruitment Area	34.19	27.09	90	30.77	24.38	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div
1b	Females/Minorities with requisite skills - Extended Recruitment Area	0.00	0.00	0	0.00	0.00	No Recruiting Outside Local Area
FACTOR: 2							
Females/Minorities among those promotable, transferable and trainable within Company							
2a	Females/Minorities among those promotable and transferable within Company	0.00	100.00	10	0.00	10.00	Analysis of Feeder Jobs
2b	Females/Minorities among those trainable within Company	0.00	0.00	0	0.00	0.00	No Formal Internal Training
100%							
				30.77	34.38	FINAL AVAILABILITIES	

60-2.14 AVAILABILITY ANALYSIS

JOB GROUP: 5B							
Admin Support: Mid Level							
Factor	RAW AVAILABILITY PERCENTAGE		VALUE WEIGHT	WEIGHTED FACTOR PERCENTAGE		SOURCE / REASON	
	Female	Total Minority		Female	Total Minority		
FACTOR: 1							
Females/Minorities with requisite skills - Reasonable Recruitment Area							
1a	Females/Minorities with requisite skills - Local Recruitment Area	80.05	51.28	90	72.05	46.15	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div
1b	Females/Minorities with requisite skills - Extended Recruitment Area	0.00	0.00	0	0.00	0.00	No Recruiting Outside Local Area
FACTOR: 2							
Females/Minorities among those promotable, transferable and trainable within Company							
2a	Females/Minorities among those promotable and transferable within Company	66.67	66.67	10	6.67	6.67	Analysis of Feeder Jobs
2b	Females/Minorities among those trainable within Company	0.00	0.00	0	0.00	0.00	No Formal Internal Training
100%							
		78.71	52.82	FINAL AVAILABILITIES			

60-2.14 AVAILABILITY ANALYSIS

JOB GROUP: 5C							
Admin Support: Entry Level							
Factor	RAW AVAILABILITY PERCENTAGE		VALUE WEIGHT	WEIGHTED FACTOR PERCENTAGE		SOURCE / REASON	
	Female	Total Minority		Female	Total Minority		
FACTOR: 1							
Females/Minorities with requisite skills - Reasonable Recruitment Area							
1a	Females/Minorities with requisite skills - Local Recruitment Area	90.66	53.93	90	81.60	48.54	Washington-Arlington-Alexandria DC-VA-MD-WV Metro Div
1b	Females/Minorities with requisite skills - Extended Recruitment Area	0.00	0.00	0	0.00	0.00	No Recruiting Outside Local Area
FACTOR: 2							
Females/Minorities among those promotable, transferable and trainable within Company							
2a	Females/Minorities among those promotable and transferable within Company	66.67	83.33	10	6.67	8.33	Analysis of Feeder Jobs
2b	Females/Minorities among those trainable within Company	0.00	0.00	0	0.00	0.00	No Formal Internal Training
100%							
		88.26	56.87	FINAL AVAILABILITIES			

UTILIZATION ANALYSIS / GOALS REPORT

60-2.13 PLACEMENT OF INCUMBENTS 60-2.15 UTILIZATION ANALYSIS/60-2.16 PLACEMENT GOALS

		FEMALE							TOTAL MINORITY						
Job Group	Emp #	Fem #	Emp %	Final Avail %	Util	Short Fall	Under Util	Annual Goal %	TM #	Emp %	Final Avail %	Util	Short Fall	Under Util	Annual Goal %
<i>Officials & Managers: Executive</i>															
1A	6	0	0.0	41.9	0.00 %	2.5	YES	41.90	0	0.0	24.7	0.00 %	1.5	YES	24.74
<i>Officials & Mgrs: First and Mid Level</i>															
1B	21	2	9.5	29.0	32.85 %	4.1	YES	29.00	2	9.5	29.2	32.61 %	4.1	YES	29.20
<i>Officials & Mgrs: Managers/Supervisors</i>															
1C	29	6	20.7	43.3	47.80 %	6.6	YES	43.29	10	34.5	36.7	94.01 %	0.6	NO	0.00
<i>Professionals: Upper Level</i>															
2A	28	9	32.1	29.6	108.72 %	0.0	NO	0.00	14	50.0	38.0	131.53 %	0.0	NO	0.00
<i>Professionals: Second Level 1</i>															
2B1	12	5	41.7	46.3	90.01 %	0.6	NO	0.00	3	25.0	44.6	56.02 %	2.4	YES	44.62
<i>Professionals: Second Level 2</i>															
2B2	17	8	47.1	49.4	95.32 %	0.4	NO	0.00	10	58.8	39.8	147.79 %	0.0	NO	0.00
<i>Professionals: Second Level 3</i>															
2B3	24	10	41.7	50.3	82.92 %	2.1	NO	0.00	10	41.7	39.2	106.36 %	0.0	NO	0.00
<i>Professionals: Associates</i>															
2C	6	2	33.3	34.1	97.89 %	0.1	NO	0.00	2	33.3	45.2	73.80 %	0.7	NO	0.00
<i>Sales: Mid Level 1</i>															
4B1	31	9	29.0	33.2	87.55 %	1.3	NO	0.00	13	41.9	30.7	136.57 %	0.0	NO	0.00
<i>Sales: Mid Level 2</i>															
4B2	32	11	34.4	25.5	134.64 %	0.0	NO	0.00	9	28.1	39.9	70.41 %	3.8	YES	39.95
<i>Sales: Mid Level 3</i>															
4B3	56	12	21.4	30.8	-1.51 SD	5.2	NO	0.00	26	46.4	34.4	135.03 %	0.0	NO	0.00
<i>Admin Support: Mid Level</i>															
5B	22	15	68.2	78.7	86.62 %	2.3	NO	0.00	15	68.2	52.8	129.09 %	0.0	NO	0.00
<i>Admin Support: Entry Level</i>															
5C	7	5	71.4	88.3	80.93 %	1.2	NO	0.00	5	71.4	56.9	125.59 %	0.0	NO	0.00

UTILIZATION ANALYSIS / GOALS REPORT

60-2.13 PLACEMENT OF INCUMBENTS 60-2.15 UTILIZATION ANALYSIS/60-2.16 PLACEMENT GOALS

		FEMALE							TOTAL MINORITY						
Job Group	Emp #	Fem #	Emp %	Final Avail %	Util	Short Fall	Under Util	Annual Goal %	TM #	Emp %	Final Avail %	Util	Short Fall	Under Util	Annual Goal %

"Util" column conveys methodology used to calculate utilization: If Rule of Nine precludes use of Standard Deviation, then 80% Rule is used to determine utilization.

"Short Fall" column indicates the number of persons needed for Utilization to equal Availability.

"Under Util" column indicates underutilization status. Where there is fractional underutilization, no underutilization is shown.

Where there is no underutilization, no Annual Goal percentage is set.

Annual Goal percentages are equal to Final Availability.

Any determination of underutilization in this AAP is neither a finding nor an admission of discrimination.

ANALYSIS BY JOB GROUP (NARRATIVE)

JOB GROUP 1A

Officials & Managers: Executive

- ▶ Included in this job group are position(s) such as:
 - Vice President, Sales
 - Vice President, Channels
 - Vice President & General Counsel
 - President
- ▶ They are a source of promotables to higher level positions within this job group.
- ▶ Females and Total Minorities are both underutilized in this job group.
- ▶ As openings develop, action oriented programs will be directed towards placing Females and Total Minorities at their annual goal rate.

ANALYSIS BY JOB GROUP (NARRATIVE)

JOB GROUP 1B

Officials & Mgrs: First and Mid Level

- ▶ Included in this job group are position(s) such as:
 - Sr Director, Sales
 - Director, Sales - DLT
 - Sr Director, Program Management
 - DLT CIO
- ▶ They are a source of promotables to higher level positions within this job group.
- ▶ Females and Total Minorities are both underutilized in this job group.
- ▶ As openings develop, action oriented programs will be directed towards placing Females and Total Minorities at their annual goal rate.

ANALYSIS BY JOB GROUP (NARRATIVE)

JOB GROUP 1C

Officials & Mgrs: Managers/Supervisors

- ▶ Included in this job group are position(s) such as:

Manager, Sales - DLT

Sr Manager, Sales - DLT

Sr Manager, Accounting

Supervisor, Collections - DLT

- ▶ Total Minorities are not underutilized in this job group.

- ▶ They are a source of promotables to higher level positions within this job group and to positions in:

Officials & Mgrs: First and Mid Level job group 1B

- ▶ Females are underutilized in this job group.

- ▶ As openings develop, action oriented programs will be directed towards placing Females at their annual goal rate.

ANALYSIS BY JOB GROUP (NARRATIVE)

JOB GROUP 2A

Professionals: Upper Level

- ▶ Included in this job group are position(s) such as:
 - Sales Engineer 3
 - Team Lead, Sales
 - Systems Engineer 1
 - Systems Engineer 2
- ▶ Utilization of both Females and Total Minorities exceeds availability in this job group.
- ▶ They are a source of promotables to higher level positions within this job group and to positions in:
 - Officials & Mgrs: Managers/Supervisors job group 1C
- ▶ No goals have been established since no underutilization exists within this job group.

ANALYSIS BY JOB GROUP (NARRATIVE)

JOB GROUP 2B1

Professionals: Second Level 1

- ▶ Included in this job group are position(s) such as:
 - Systems Engineer 3
 - Program Manager 2
 - Senior Application Developer
 - Program Manager, Cloud Programs
- ▶ Females are not underutilized in this job group.
- ▶ They are a source of promotables to higher level positions within this job group.
- ▶ Total Minorities are underutilized in this job group.
- ▶ As openings develop, action oriented programs will be directed towards placing Total Minorities at their annual goal rate.

ANALYSIS BY JOB GROUP (NARRATIVE)

JOB GROUP 2B2

Professionals: Second Level 2

- ▶ Included in this job group are position(s) such as:
 - Sr Staff Accountant
 - Project Analyst - DLT
 - Financial Analyst 2
 - Contracts Manager 1
- ▶ Utilization of Total Minorities exceeds availability and Females are not underutilized in this job group.
- ▶ They are a source of promotables to higher level positions within this job group and to positions in:
 - Professionals: Second Level 1 job group 2B1
- ▶ No goals have been established since no underutilization exists within this job group.

ANALYSIS BY JOB GROUP (NARRATIVE)

JOB GROUP 2B3

Professionals: Second Level 3

- ▶ Included in this job group are position(s) such as:
 - Project Control Accountant
 - Marketing Campaign Manager
 - Program Financial Analyst 1
 - Marketing Campaign Manager - DLT
- ▶ Utilization of Total Minorities exceeds availability and Females are not underutilized in this job group.
- ▶ They are a source of promotables to higher level positions within this job group and to positions in:
 - Officials & Mgrs: Managers/Supervisors job group 1C
- ▶ No goals have been established since no underutilization exists within this job group.

ANALYSIS BY JOB GROUP (NARRATIVE)

JOB GROUP 2C

Professionals: Associates

- ▶ Included in this job group are position(s) such as:
 - Sr Project Analyst
 - Remote EE Service Engineer
 - IT Service Desk Analyst
 - Data Analyst
- ▶ Females are not underutilized in this job group.
- ▶ The Utilization Analysis has determined that Total Minority shortfall is fractional (less than one additional individual required for utilization to equal availability); therefore, Total Minorities are not considered underutilized in this job group.
- ▶ They are a source of promotables to higher level positions within this job group and to positions in:
 - Professionals: Second Level 3 job group 2B3
- ▶ As openings develop, action oriented programs will be directed towards placing Total Minorities at a rate equal to availability.

ANALYSIS BY JOB GROUP (NARRATIVE)

JOB GROUP 4B1

Sales: Mid Level 1

- ▶ Included in this job group are position(s) such as:
 - Sr Account Manager 1
 - Sr Account Manager 2
 - Sr Channel Development Rep 1
 - Vendor Remote EE BDE II
- ▶ Utilization of Total Minorities exceeds availability and Females are not underutilized in this job group.
- ▶ They are a source of promotables to higher level positions within this job group and to positions in:
 - Officials & Mgrs: Managers/Supervisors job group 1C
 - Professionals: Upper Level job group 2A
- ▶ No goals have been established since no underutilization exists within this job group.

ANALYSIS BY JOB GROUP (NARRATIVE)

JOB GROUP 4B2

Sales: Mid Level 2

- ▶ Included in this job group are position(s) such as:
 - Account Manager 2
 - Channel Development Rep 1
- ▶ Utilization of Females exceeds availability in this job group.
- ▶ Total Minorities are underutilized in this job group.
- ▶ As openings develop, action oriented programs will be directed towards placing Total Minorities at their annual goal rate.

ANALYSIS BY JOB GROUP (NARRATIVE)

JOB GROUP 4B3

Sales: Mid Level 3

- ▶ Included in this job group are position(s) such as:
 - Account Manager 1
 - Sales Development Rep 1
 - Sales Associate
- ▶ Utilization of Total Minorities exceeds availability and Females are not underutilized in this job group.
- ▶ They are a source of promotables to higher level positions within this job group and to positions in:
 - Sales: Mid Level 1 job group 4B1
 - Sales: Mid Level 2 job group 4B2
- ▶ No goals have been established since no underutilization exists within this job group.

ANALYSIS BY JOB GROUP (NARRATIVE)

JOB GROUP 5B

Admin Support: Mid Level

- ▶ Included in this job group are position(s) such as:
 - Collections Specialist 1
 - A/P Specialist 2
 - Billing Specialist - DLT
 - Sr OM Specialist
- ▶ Utilization of Total Minorities exceeds availability and Females are not underutilized in this job group.
- ▶ They are a source of promotables to higher level positions within this job group and to positions in:
 - Officials & Mgrs: Managers/Supervisors job group 1C
- ▶ No goals have been established since no underutilization exists within this job group.

ANALYSIS BY JOB GROUP (NARRATIVE)

JOB GROUP 5C

Admin Support: Entry Level

- ▶ Included in this job group are position(s) such as:

OM Specialist I

Vendor Solutions Associate I

Sr. Executive Assistant to CEO - US

Receptionist

- ▶ Utilization of Total Minorities exceeds availability and Females are not underutilized in this job group.
- ▶ They are a source of promotables to higher level positions within this job group.
- ▶ No goals have been established since no underutilization exists within this job group.

ANALYSIS OF AFFIRMATIVE ACTION PROGRESS PRIOR YEAR AAP

Beginning of Period: 09/01/2020

End of Period: 08/31/2021

I. GOALS

EEO Category	Job Group	Protected Class	Goal (%) +Not Underutilized	# Total Placements	# Expected	# Actual	Difference
a	b		c	d	e	f	g
Officials & Managers: Executive							
1	1A	MINORITY	24.7	0	0	0	0
		FEMALE	41.9		0	0	0
Officials & Mgrs: First and Mid Level							
1	1B	MINORITY	29.2	4	1	1	0
		FEMALE	29.0		1	0	-1
Officials & Mgrs: Managers/Supervisors							
1	1C	MINORITY	36.7 +	3	1	1	0
		FEMALE	43.3		1	0	-1
Professionals: Upper Level							
2	2A	MINORITY	38.0 +	6	2	4	2
		FEMALE	29.6		1	1	0
Professionals: Second Level 1							
2	2B1	MINORITY	44.6 +	3	1	2	1
		FEMALE	46.3		1	1	0
Professionals: Second Level 2							
2	2B2	MINORITY	39.8	3	1	3	2
		FEMALE	49.4 +		1	2	1
Professionals: Second Level 3							
2	2B3	MINORITY	39.2 +	11	4	5	1
		FEMALE	50.3 +		5	5	0
Professionals: Associates							
2	2C	MINORITY	45.2 +	2	0	1	1
		FEMALE	34.1 +		0	1	1
Sales: Mid Level 1							
4	4B1	MINORITY	30.7 +	42	12	22	10
		FEMALE	33.2 +		13	6	-7
Sales: Mid Level 2							
4	4B2	MINORITY	39.9	10	3	4	1
		FEMALE	25.5 +		2	2	0

ANALYSIS OF AFFIRMATIVE ACTION PROGRESS PRIOR YEAR AAP

Beginning of Period: 09/01/2020

End of Period: 08/31/2021

I. GOALS

EEO Category	Job Group	Protected Class	Goal (%) +Not Underutilized	# Total Placements	# Expected	# Actual	Difference
a	b		c	d	e	f	g
Sales: Mid Level 3							
4	4B3	MINORITY	34.4 +	0	0	0	0
		FEMALE	30.8 +		0	0	0
Admin Support: Mid Level							
5	5B	MINORITY	52.8 +	3	1	2	1
		FEMALE	78.7 +		2	2	0
Admin Support: Entry Level							
5	5C	MINORITY	56.9 +	2	1	1	0
		FEMALE	88.3		1	1	0

ANALYSIS OF AFFIRMATIVE ACTION PROGRESS PRIOR YEAR AAP

Beginning of Period: 09/01/2020

End of Period: 08/31/2021

II. WORKFORCE CHANGE (Optional)

EEO Category	Job Group	Protected Class	Beginning Workforce		Ending Workforce		Net Change	
			Total		Total		Total	
a	b		h	i	j	k	l	m
Officials & Managers: Executive								
1	1A	MINORITY	6	0	6	0	0	0
		FEMALE		0		0		0
Officials & Mgrs: First and Mid Level								
1	1B	MINORITY	19	1	21	2	2	1
		FEMALE		2		2		0
Officials & Mgrs: Managers/Supervisors								
1	1C	MINORITY	27	8	29	10	2	2
		FEMALE		9		6		-3
Professionals: Upper Level								
2	2A	MINORITY	37	13	28	14	-9	1
		FEMALE		7		9		2
Professionals: Second Level 1								
2	2B1	MINORITY	11	4	12	3	1	-1
		FEMALE		4		5		1
Professionals: Second Level 2								
2	2B2	MINORITY	19	6	17	10	-2	4
		FEMALE		10		8		-2
Professionals: Second Level 3								
2	2B3	MINORITY	25	11	24	10	-1	-1
		FEMALE		16		10		-6
Professionals: Associates								
2	2C	MINORITY	5	3	6	2	1	-1
		FEMALE		3		2		-1
Sales: Mid Level 1								
4	4B1	MINORITY	47	19	31	13	-16	-6
		FEMALE		16		9		-7
Sales: Mid Level 2								
4	4B2	MINORITY	33	9	32	9	-1	0
		FEMALE		11		11		0

ANALYSIS OF AFFIRMATIVE ACTION PROGRESS PRIOR YEAR AAP

Beginning of Period: 09/01/2020

End of Period: 08/31/2021

II. WORKFORCE CHANGE (Optional)

EEO Category	Job Group	Protected Class	Beginning Workforce		Ending Workforce		Net Change	
			Total		Total		Total	
a	b		h	i	j	k	l	m
Sales: Mid Level 3								
4	4B3	MINORITY	39	15	56	26	17	11
		FEMALE		14		12		-2
Admin Support: Mid Level								
5	5B	MINORITY	20	14	22	15	2	1
		FEMALE		14		15		1
Admin Support: Entry Level								
5	5C	MINORITY	5	4	7	5	2	1
		FEMALE		3		5		2

DLT SOLUTIONS, LLC

2021 - 2022

AFFIRMATIVE ACTION PLAN

**FOR PROTECTED VETERANS AND INDIVIDUALS WITH
DISABILITIES**

STATEMENT OF CONFIDENTIALITY

This Affirmative Action Plan contains confidential information, which is subject to the provision of 18 U.S.C. §1905. Chrysler Corporation v. Brown, 441 U.S. 281, 19 FEB 475(1979).

Copies of this Affirmative Action Plan and all related appendices, documents and support data are made available on loan to the U.S. Government upon the request of the Government on the condition that the Government hold them totally confidential and not release copies to any person whatsoever. This Affirmative Action Plan and its appendices and other supporting documents contain much confidential information, which may reveal, directly or indirectly, the Company's plans for business or geographical expansion or contraction. The Company considers this Affirmative Action Plan to be exempt from disclosure, reproduction and distribution under the Freedom of Information Act upon the grounds, among others, that such material constitutes: 1) personnel files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, which are exempt from disclosure under 5 U.S.C. §552(b)(6); 2) confidential commercial or financial information which is exempt from disclosure under 5 U.S.C. §552(b)(4); 3) investigative records compiled for law enforcement purposes, the production of which would constitute an unwarranted invasion of personal privacy, which are exempt from disclosure under 5 U.S.C. §552(b)(7)(c); and as 4) matters specifically exempted from disclosure under 5 U.S.C. 552(b)(3). Notice is hereby given of a request pursuant to 41 C.F.R. §60-40.1 - §60-40.8 that portions of the Plan be kept confidential.

No information contained in the Affirmative Action Plan is to be copied, removed from the premises, or released to other individuals without a prior notification to DLT Solutions, LLC. Employees and applicants who receive permission to see relevant portions of the Affirmative Action Plan must treat the information contained therein as confidential and are not permitted to copy or remove information from the Company premises.

The Company wishes to make the following clear: it does not consent to the release of any information whatsoever contained in this Affirmative Action Plan under the Freedom of Information Act or otherwise. If the U.S. Government, or any agency or subdivision thereof, is considering breaching the conditions under which this Affirmative Action Plan was loaned to such Government, or is considering a request for release of this Plan under the Freedom of Information Act, request is hereby made that the Government immediately notify the Chief Executive Officer of this Company of any and all Freedom of Information Act requests received by the Government or any other contemplated release of this Plan by the Government which relates to information obtained by the Government from this Company.

This Company further requests that everyone who has any contact with this Affirmative Action Plan, or its supporting appendices, documents and other data treat such information as totally confidential, and that such information not be released to any person whatsoever. Retention or disclosure of information relating to identifiable individuals may also violate the Privacy Act of 1974.

Analyses contained in this AAP are conducted to comply with the technical requirements of 41CFR §60-2. The analyses are used in the proactive practice of affirmative action. The results of these analyses are neither a finding nor an admission of discrimination.

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TABLE OF CONTENTS

STATEMENT OF CONFIDENTIALITY	I
TABLE OF CONTENTS	II
APPENDICES	III
EEO POLICY STATEMENT	1
I. FACILITY IDENTIFICATION STATEMENT	2
II. 60-741.5/60-300.5 EQUAL OPPORTUNITY CLAUSE	3
III. 60-741.40/60-300.40 APPLICABILITY OF THE AFFIRMATIVE ACTION PROGRAM REQUIREMENT	6
IV. 60-741.41/60-300.41 AVAILABILITY OF AFFIRMATIVE ACTION PROGRAM	7
V. 60-741.42/60-300.42 INVITATION TO SELF-IDENTIFY	8
VI. 60-741.43/60-300.43 AFFIRMATIVE ACTION POLICY	11
VII. 60-741.44/60-300.44 REQUIRED CONTENTS OF AFFIRMATIVE ACTION PROGRAMS	12
(A) POLICY STATEMENT	12
(B) REVIEW OF PERSONNEL PROCESSES	13
(C) PHYSICAL AND MENTAL QUALIFICATIONS	15
(D) REASONABLE ACCOMMODATION TO PHYSICAL AND MENTAL LIMITATIONS	16
(E) HARASSMENT	17
(F) & (G) OUTREACH AND POSITIVE RECRUITMENT; INTERNAL & EXTERNAL DISSEMINATION OF POLICY	18
(H) AUDIT AND REPORTING SYSTEM	25
(I) RESPONSIBILITY FOR IMPLEMENTATION	26
(J) TRAINING	27
(K) DATA COLLECTION ANALYSIS	28
VII. 60-741.45/60-300.45 UTILIZATION GOALS/BENCHMARKS	29
APPENDICES	

APPENDICES

APPENDIX

HEADING

- | | |
|----|--|
| I | 60-300.44(k)/60-741.44(k) Protected Veteran/Individuals with Disabilities Data Collection Analysis |
| II | 60-741.45 Utilization Analysis Individuals with Disabilities |

EEO POLICY STATEMENT

It is the policy of DLT Solutions, LLC (the "Company") to not discriminate against any employee or applicant for employment because of race, color, sex, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, protected veteran status, or any other status protected by state or local law, and to provide equal employment opportunity and affirmative action for qualified individuals.

This policy statement is included in this Affirmative Action Program and is posted on Company bulletin boards. The Company will endeavor to recruit, hire, train, and promote persons in all job titles in accordance with this Affirmative Action Program. All other personnel actions are administered without regard to race, color, sex, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, protected veteran status, or any other status protected by state or local law, and all employment decisions are based only on valid job requirements.

The Veteran and Disabled Affirmative Action Plan shall be available to any employee or employment applicant for inspection in the Human Resources Department during normal business hours. Chris Wilkinson, President fully supports this policy and has assigned Susan Stine as EEO Coordinator with overall responsibility for: annually updating the Affirmative Action Plan and the implementation of affirmative action activities as required by law.

Susan Stine's responsibilities include designing and implementing an audit and reporting system that will:

- ❖ Measure the effectiveness of the Company's Affirmative Action Program.
- ❖ Indicate any need for remedial action.
- ❖ Determine the degree to which our objectives have been attained.
- ❖ Determine whether individuals with known disabilities and protected veterans have had the opportunity to participate in all Company-sponsored educational, training, recreational, and social activities.
- ❖ Measure compliance with the Affirmative Action Program's specific obligations.

Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in any of the following activities:

- ❖ Filing a complaint.
- ❖ Assisting or participating in an investigation, compliance review, hearing, or any other activity related to the administration of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Veterans Employment Opportunities Act of 1998 or any other Federal, State or local law requiring equal opportunity for individuals regardless of race, color, sex, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, or protected veteran status.
- ❖ Opposing any act or practice made unlawful by Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, or its implementing regulations, Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Veterans Employment Opportunities Act of 1998 or any other Federal, State or local law requiring equal opportunity for individuals regardless of their race, color, sex, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, or protected veteran status.
- ❖ Exercising any other right protected by Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, or its implementing regulations, or Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 or the Veterans Employment Opportunities Act of 1998.

9/1/2021

Chris Wilkinson, President

I. FACILITY IDENTIFICATION STATEMENT

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)
AFFIRMATIVE ACTION PROGRAM
FOR**

**DLT Solutions, LLC
2411 Dulles Corner Park, Suite 800
Herndon, Virginia 20171-6168**

FORMER NAME OF FACILITY(if changed in past 5 years): **N/A**

FACILITY EEO-1 IDENTIFICATION NUMBER: **AR32283**

FACILITY DUN & BRADSTREET NUMBER: **54-159-9882**

INCLUSIVE DATES OF THE AAP: **From 9/1/2021 - 8/31/2022**

EEO COORDINATOR: **Susan Stine**

TITLE: **Human Resource Manager**

TELEPHONE NUMBER: **703-773-9218**

READ AND APPROVED BY: **Chris Wilkinson**

(Signature)

TITLE: **President**

II. 60-741.5/60-300.5 EQUAL OPPORTUNITY CLAUSE

- (a) ***Equal Opportunity for Individuals with Disabilities and Protected Veterans.*** DLT Solutions, LLC will not discriminate against any employee or applicant for employment because of physical or mental disability or protected veteran status in regard to any position for which the employee or applicant for employment is qualified. DLT Solutions, LLC agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities and qualified protected veterans without discrimination based on their physical or mental disability or protected veteran status in all employment practices, including the following:
- (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by DLT Solutions, LLC;
 - (vii) Selection and financial support for training, including apprenticeship and on the job training, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by DLT Solutions, LLC including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.

DLT Solutions, LLC agrees to list all employment openings with the local employment service delivery system (ESDS) where the opening is located and by any manner and format

permitted by the appropriate ESDS which will allow that system to provide priority referrals of protected veterans. All employment openings will be listed except: executive and top management positions, those positions that will be filled from within the Company's organization and positions lasting three days or less. The term "employment openings" includes full time employment, temporary employment of more than three days duration and part-time employment. Listings with employment services will be concurrent with the use of any other job search firm and their contact information will be provided to the ESDS. The ESDS will be advised of, the company's status as a federal contractor, contact information for the hiring official in each location in the state, and request for priority referrals of protected veterans.

DLT Solutions, LLC agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and the Veterans Employment Opportunities Act of 1998 ("the Acts").

In the event of the DLT Solutions, LLC's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Acts.

DLT Solutions, LLC agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs. Such notices shall state the rights of applicants and employees as well as DLT Solutions, LLC's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans. DLT Solutions, LLC will ensure that individuals with disabilities and protected veterans are informed of the contents of the notice. For example, DLT Solutions, LLC may have the notice read to a visually disabled individual, or may lower the posted notice so that a person in a wheelchair might read it. With respect to employees who do not work at one of the DLT Solutions, LLC physical locations, DLT Solutions, LLC will satisfy its posting obligation by posting such notices in an electronic format ensuring that such employees have access to the electronic posting notice. When utilizing an electronic job posting application system, DLT Solutions, LLC,

will provide an electronic notice, included in a conspicuous manner with or as part of the electronic application, informing job applicants of their rights.

There is no union representation within our establishment.

DLT Solutions, LLC will include the provisions of this clause in every subcontract meeting the regulation threshold and in purchase orders so that such provisions will be binding upon each subcontractor or vendor. Exemptions may be applied in accordance with the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistant Act of 1974, and the Veterans Employment Opportunities Act of 1998, as amended. DLT Solutions, LLC will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

- (a) **Subcontracts.** DLT Solutions, LLC will include the equal opportunity clause in each of its subcontracts subject to this part.
- (b) **Adaptation of Language.** Such necessary changes in language may be made to the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.
- (c) **Inclusion of the Equal Opportunity Clause (EO) in the Contract.** It is not necessary that the equal opportunity clause be quoted verbatim in any contract, subcontract, or purchase order. The EO clause will be made a part of the contract by citation to 41 CFR 60-741 and 41 CFR 60-300.5(a) and by inclusion of the prescribed language, in bold text.
- (d) **Incorporation by Operation of the Act.** By operation of the Act, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the Acts and the regulations in this part to include such a clause. This applies whether or not it is physically incorporated in such contract and whether or not there is a written contract between the agency and DLT Solutions, LLC.

III. 60-741.40/60-300.40 APPLICABILITY OF THE AFFIRMATIVE ACTION PROGRAM REQUIREMENT

- (a) This Affirmative Action Plan has been prepared in accordance with the provisions of Subpart C - Affirmative Action Program.
- (b) This Affirmative Action Plan is reviewed and updated annually.
- (c) This Plan will be submitted within 30 days of a request from the OFCCP, unless the request provides for a different timeframe. DLT Solutions, LLC will make the Affirmative Action Plan promptly available upon the OFCCP's request.

IV. 60-741.41/60-300.41 AVAILABILITY OF AFFIRMATIVE ACTION PROGRAM

The Affirmative Action Plan, absent the data metrics, is available to any employee or employment applicant for inspection upon request. The location and hours during which the Plan may be obtained is posted on Company bulletin boards.

Upon request, the Company provides the Affirmative Action Plan, absent the data metrics, for inspection. The Company bulletin boards display the location and hours during which employees or applicants may obtain the Plan.

V. 60-741.42/60-300.42 INVITATION TO SELF-IDENTIFY

DLT Solutions, LLC will invite applicants to inform the contractor whether the applicant believes that he or she is an individual with a disability or a protected veteran who may be covered by the Act. This invitation may be included in the application materials for the position, but in any circumstance shall be provided to applicants prior to making an offer of employment to a job applicant.

In addition to the pre-offer invitation DLT Solutions, LLC will invite applicants to inform the contractor whether the applicant believes that he or she is an individual with a disability and whether he or she belongs to one or more of the specific categories of protected veteran for which the contractor is required to report under the regulations. Such an invitation shall be made at any time after the offer of employment but before the applicant begins his or her job duties. The invitation invites the individual to express any wishes to benefit under the Affirmative Action Program. A copy of the Invitation to Self Identify is included at the end of this section.

The invitation states that a request to benefit under the Affirmative Action Program may be made immediately and/or at any time in the future. The invitation also summarizes the relevant portions of the Act and the Affirmative Action Program.

Furthermore, the invitation states that the information is being requested on a voluntary basis, that it will be kept confidential, that refusal to provide it will not subject the applicant to any adverse treatment, and that it will not be used in a manner inconsistent with the Act. If an applicant so identifies himself or herself as an individual with a disability or a disabled veteran in the post-offer self-identification, DLT Solutions, LLC will inquire of the applicant whether an accommodation is necessary, and if so, will engage with the applicant regarding reasonable accommodation.

DLT Solutions, LLC may also make such inquiries to the extent they are consistent with the ADA (e.g., in the context of asking applicants to describe or demonstrate how they would perform the job). The contractor will maintain a separate file of all medical examinations and inquiries on persons who have self-identified as individual with a disability or a disabled veteran.

DLT Solutions, LLC will keep all information on self-identification confidential and provide the information to the OFCCP upon request. This information will be used only in accordance with these regulations. If an applicant identifies himself or herself as an individual with a disability or a disabled veteran in the post-offer self-identification detailed in paragraph (b) of this section, the contractor should inquire of the applicant whether an accommodation is necessary, and if so, should engage with the applicant regarding reasonable accommodation. The contractor may make such inquiries to the extent they are consistent with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. The contractor shall maintain a separate file in accordance with § 60-741.23(d) on an individual with a disability and § 60-300.23(d) on persons who have self-identified as disabled veterans.

Nothing in this section relieves DLT Solutions, LLC of its obligation to take affirmative action with respect to those applicants or employees who are known to the contractor to be an individual with a disability or a protected veteran.

Nothing in this section relieves DLT Solutions, LLC from liability for discrimination under the Act.

DLT Solutions, LLC**INVITATION TO SELF-IDENTIFY NOTICE**

This employer is a Government contractor subject to section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended by the Jobs for Veterans Act of 2002, 38 U.S.C. 4212 (VEVRAA), which requires Government contractors to take affirmative action to employ and advance in employment: (1) disabled veterans; (2) recently separated veterans; (3) active duty wartime or campaign badge veterans; and (4) Armed Forces service medal veterans under 41 CFR 61-300.

If you are an individual with a disability, a protected veteran, a pre-JVA veteran or a pre-JVA special disabled veteran and would like to be considered under the affirmative action program, please tell us. You may inform us of your desire to benefit under the program at this time and/or at any time in the future. This information will assist us in placing you in an appropriate position and in making accommodations. The affirmative action plan is available for inspection in the Human Resources Department during normal business hours. **Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment.** Information you submit related to your disability will be kept confidential, except that (i) supervisors and managers may be informed regarding job related work restrictions and any necessary accommodations; (ii) first aid and safety personnel may be informed, when and to the extent appropriate, if the condition might require emergency treatment; and (iii) Government officials engaged in enforcing laws administered by the OFCCP or the Americans with Disabilities Act, may be informed. The information provided will be used only in ways that are consistent with the laws referenced above.

9/1/2021

VI. 60-741.43/60-300.43 AFFIRMATIVE ACTION POLICY

It is the policy of DLT Solutions, LLC not to discriminate against individuals because of their physical or mental disability or veteran status and to take affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans at all levels of employment, including the executive level. Such actions apply to all employment activities.

VII. 60-741.44/60-300.44 REQUIRED CONTENTS OF AFFIRMATIVE ACTION PROGRAMS

(a) POLICY STATEMENT

It is the policy of DLT Solutions, LLC not to discriminate against individuals because of their physical or mental disabilities or protected veteran status and to provide equal employment opportunity and affirmative action for qualified individuals with disabilities and qualified protected veterans. The policy statement is included in this Affirmative Action Plan and is posted on Company bulletin boards.

DLT Solutions, LLC will provide applicants and employees who identify as individuals with a disability or a disabled veteran the notice in a form that is accessible and understandable to the individual with a disability or disabled veteran (e.g., providing Braille or large print versions of the notice, or posting the notice for visual accessibility to persons in wheelchairs).

(b) REVIEW OF PERSONNEL PROCESSES

DLT Solutions, LLC's personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities and known protected veterans for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available. When protected veterans are considered for employment, DLT Solutions, LLC relies only on that portion of the applicant's military record, including his or her discharge papers, relevant to the requirements of the opportunity in issue. DLT Solutions, LLC's personnel processes do not stereotype individuals with disabilities or protected veterans in a manner which limits their access to all jobs for which they are qualified. DLT Solutions, LLC will ensure that applicants and employees with disabilities have equal access to its personnel processes, including those implemented through information and communication technologies. DLT Solutions, LLC will provide necessary reasonable accommodation to ensure applicants and employees with disabilities and protected veterans receive equal opportunity in the operation of personnel processes. Personnel processes will be periodically reviewed and DLT Solutions, LLC will make any necessary modifications to ensure that these obligations are carried out. A description of the review and any necessary modifications to personnel processes or development of new processes will be included in the affirmative action program required under this part.

To ensure that these obligations are carried out, examples of procedures that may be developed as a result of these reviews are:

- (1) The application or personnel form of each known individual with a disability or known protected veteran should be annotated to identify each vacancy for which the applicant was considered. The forms will be retrievable for review by the Department of Labor and DLT Solutions, LLC's officials for use in investigations and internal compliance activities.
- (2) The personnel or application records of each known individual with a disability or known protected veteran should include:

- (i) The identification of each promotion for which the employee with a disability or protected veteran was considered, and
 - (ii) The identification of each training program for which the individual with a disability or protected veteran was considered.
- (3) In each case where an employee or applicant who is an individual with a disability or protected veteran is rejected for employment, promotion, or training, a statement of the reason will be appended to the personnel file or application form as well as a description of the accommodations considered. The statement of the reason for rejection (if the reason is medically related), and the description of the accommodations considered, will be treated as confidential medical records. This statement will be available to the applicant or employee concerned upon request.
- (4) Where applicants or employees are selected for hire, promotion, or training and DLT Solutions, LLC undertakes any accommodation which makes it possible to place an individual with a disability or protected veteran on the job, the application form or personnel record will contain a description of that accommodation and the record will be treated as a confidential medical record.

(c) PHYSICAL AND MENTAL QUALIFICATIONS

- (1) All physical and mental job qualification standards for positions will be reviewed to ensure that, to the extent that qualification standards tend to screen out qualified individuals with disabilities or qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity.
- (2) Whenever DLT Solutions, LLC applies physical or mental job qualification standards in the selection of applicants or employees for employment or other change in employment status such as promotion, demotion or training, consideration will be given to the following: to the extent that qualification standards tend to screen out qualified individuals with disabilities or qualified disabled veterans, the standards shall be related to the specific job or jobs for which the individual is being considered and are consistent with business necessity.
- (3) DLT Solutions, LLC may use as a defense to an allegation of a violation of paragraph (c)(2) of this section that an individual poses a direct threat, as defined in the regulations, to the health or safety of the individual or others in the workplace. Once DLT Solutions, LLC believes that a direct threat exists, DLT Solutions, LLC shall create a statement of reasons supporting its belief, addressing each of the criteria for “direct threat” listed in the regulations. This statement shall be treated as a confidential medical record and shall be retained as an employment record subject to the recordkeeping requirements.

(d) REASONABLE ACCOMMODATION TO PHYSICAL AND MENTAL LIMITATIONS

DLT Solutions, LLC will make reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability or qualified disabled veteran unless it can demonstrate that the accommodation would impose an undue hardship on the operation of its business. If an employee who is known to be a disabled individual or disabled veteran is having significant difficulty performing his or her job, and it is reasonable to conclude that the performance problem may be related to their known disability, DLT Solutions, LLC will confidentially notify the employee of the performance problem. Inquiry will be made as to whether the problem is related to the employee's disability. If the employee responds affirmatively, DLT Solutions, LLC will confidentially inquire whether the employee is in need of a reasonable accommodation.

(e) HARASSMENT

DLT Solutions, LLC will develop and implement procedures to ensure those employees with disabilities and protected veterans are not harassed because of their disability or protected veteran status.

**(f) & (g) *OUTREACH AND POSITIVE RECRUITMENT; INTERNAL & EXTERNAL
DISSEMINATION OF POLICY***

(1) Required Outreach Efforts

DLT Solutions, LLC shall undertake and design appropriate outreach and positive recruitment activities, outlined in this section, to effectively recruit qualified individuals with disabilities and protected veterans.

Additionally, DLT Solutions, LLC recognizes that the success of our outreach program is dependent upon internal support from supervisory and management personnel and other employees who may have had contact with individuals with disabilities and protected veterans in the past. In order to assure greater employment cooperation and participation in our efforts, DLT Solutions, LLC will implement the internal procedures outlined in this section. These procedures will be designed to communicate and promote the Company's obligation to engage in affirmative action efforts to employ and advance in employment qualified individuals with disabilities and qualified protected veterans. It is intended that these procedures will foster understanding, acceptance and support among executive, management, supervisory and other employees and to encourage such persons to take the necessary actions to aid us in meeting our obligations.

The scope of recruitment efforts and internal practices will be determined with consideration to all circumstances, including current resources.

(2) Examples of outreach and recruitment activities

Examples of existing and forecasted external and internal dissemination and implementation, as well as outreach and positive recruitment activities are as follows:

- Post all pertinent policies on Company bulletin boards and Company intranet. Conduct periodic audits to ensure pertinent policies and all required state and federal posters are appropriately displayed as required.
- Include the required equal opportunity clause mandatory language on all government contracts, as well as on all sub-contracts or purchase orders.

- Include the EEO tag line in all recruitment solicitations or employment advertisement placed by or on behalf of the contractor.
- File the VETS-4212 report annually.
- List all full-time and part-time employment openings with the local employment service office in any “manner and format” that the appropriate employment service delivery system (ESDS) permits that will allow it to provide priority referrals of protected veterans.
- Provide equal opportunity to qualified disabled veterans, Pre-JVA special disabled veterans and individuals with disabilities to online application systems by making reasonable accommodation to ensure equal access for submitting to job openings.
- Make the full Protected Veterans and Individuals with Disabilities Affirmative Action Plan, absent the data metrics, available to any employee or applicant for employment upon request.
- EEO policy statement to include top United States executive’s support for the Affirmative Action Plan.
- Establish a procedure and conduct an annual review of personnel processes to provide for careful, thorough and systematic consideration for equal access of all applicants and employees who are known to be a protected veteran and/or an individual with a disability for all job vacancies and training opportunities.
- Ensure that applicants and employees with disabilities have equal access to personnel processes, including those implemented through information and communication technologies. Conduct periodic review of these processes and make any necessary modification to ensure these obligations are carried out.
- Develop and adhere to a schedule for the periodic review and update of position descriptions, including all physical and mental job qualification standards, tests and other selection criteria to ensure they are consistent with job relatedness and business necessity and include only valid, job related criteria.

- Make reasonable accommodations to the known physical or mental limitations of an otherwise qualified disabled veteran, Pre-JVA special disabled veteran, or individual with a disability unless it can demonstrate that the accommodation would impose an undue hardship on the operation of its business.
- Develop and implement procedures to ensure that employees are not harassed because of their protected veteran or disability status.
- Invite voluntary self-identification of protected veteran at pre-offer and post-offer stages of employment.
- Invite voluntary self-identification of Individuals with Disabilities (IWD) at the pre-offer and post-offer stages of employment, using the mandatory required OFCCP form.
- The invitation to self identify may be included with the application materials for a position, but must be separate from the application.
- Review and revise qualification standards, tests and other selection criteria to ensure job relatedness and business necessity.
- Ensure that compensation is not reduced because of disability benefits or the actual or anticipated cost of the individual's reasonable accommodation.
- Enlist assistance and support of specialized recruiting sources/organizations from the OFCCP expanded list.
- Send written notification of Company policy related to its affirmative action efforts to all subcontractors, vendors, and suppliers, requesting appropriate action on their part.
- Document and annually evaluate all outreach and recruitment activities. Maintain the data collected for the current and two prior AAP years; (1) Evaluate the criteria used to assess the effectiveness of each outreach and recruitment effort; (2) Document the conclusion as to whether each effort was effective.
- Include the EEO Policy in the Company policy manual, or otherwise make the policy available to its employees.

- Inform all employees and prospective employees of the company's commitment to engage in affirmative action to increase employment opportunities for protected veterans and individuals with disabilities.
- Publicize in the company newsletter, magazine, annual report, and other media its commitment to engage in affirmative action to increase employment opportunities for protected veterans and individuals with disabilities.
- Conduct special meetings with executive, management, and supervisory personnel to explain the intent of the affirmative action policy and individual responsibility for effective implementation, making clear the top Chief Executive Officer's support for the Affirmative Action Policy.
- Discuss the policy thoroughly in both employee orientation and management training programs.
- Feature pictures of protected veterans and individuals with disabilities and accomplishments of same in company publications.
- Design and implement an audit and reporting system that will measure the success of the affirmative action program and take any necessary action to address identified deficiencies.
- Train all personnel involved in recruitment, screening, selection, promotion, disciplinary and related processes to ensure the commitments in the affirmative action program are implemented.
- Document the following computations or comparisons pertaining to applicants and hires on an annual basis and maintain them for a period of three (3) years: (1) The number of applicants who self-identified as protected veteran or individuals with disabilities or who are otherwise known to be individuals with disabilities; (2) The total number of job openings and total number of jobs filled; (3) The total number of applicants for all jobs; (4) The number of protected veteran applicants hired, the number of applicants with disabilities hired; and (5) The total number of applicants hired.

- Develop and implement an Educational Assistance Program and communicate the availability to all employees.
- Develop and implement an Employee Assistance Program and communicate the availability to all employees.
- Conduct employee satisfaction surveys on a periodic basis.
- Develop Employee Resource Groups (ERG)/Affinity Groups and communicate the availability to all employees.
- Establish meaningful contacts and working relationships with specialized recruiting sources, community agencies, and/or organizations for protected class members.
- Require Human Resources and/or Senior Management review and approval for all hires to ensure compliance with established Company guidelines.
- Post open positions at any of the following: web-sites, secondary schools, professional organizations, trade and association journals; and/or participate in job fairs, targeting protected class members.
- Develop and utilize an employee referral system, encouraging all employees to participate.
- Require Human Resources and/or Senior Management review and approval for all promotions to ensure compliance with established Company guidelines.
- Consistently post promotional and/or transfer opportunities.
- Review all pertinent employment records when making competitive promotion selections.
- Require Human Resources and/or Senior Management review and approval for all terminations to ensure compliance with established Company guidelines.
- Develop and utilize a progressive discipline/termination policy and/or process for the resolution of employee performance issues for all involuntary terminations.
- Develop and utilize “witnessed” progressive discipline counseling and termination sessions.
- Conduct exit interviews on a consistent basis.

- Require Human Resources and/or Senior Management review and approval for all layoffs/reductions in force to ensure compliance with established Company guidelines.
- Develop and consistently utilize a layoff/reduction in force policy and/or process when such actions occur.
- Conduct adverse impact analyses prior to a layoff/reduction in force.
- Require Human Resources and/or Senior Management review and approval for all job offers to ensure compliance with established compensation guidelines.
- Develop and consistently utilize salary ranges to ensure equity in position salaries.
- Review exempt/non-exempt designations to ensure full compliance with FLSA regulations.
- Conduct periodic pay equity analyses and determine salary adjustments through a process that includes measurable components.
- Develop and consistently utilize a formal performance evaluation and merit increase program and train management personnel on the process.

(3) Assessment of external outreach and recruitment efforts.

DLT Solutions, LLC's shall, on an annual basis, review the outreach and recruitment efforts it has taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified individuals with disabilities and qualified protected veterans. DLT Solutions, LLC shall document each evaluation, including, at a minimum, the criteria it used to evaluate the effectiveness of each effort and the contractor's conclusion as to whether each effort was effective. Among these criteria, shall be the data collected pursuant to paragraph (k) of this section for the current year and the two most recent previous years. DLT Solutions, LLC's conclusion as to the effectiveness of its outreach efforts must be reasonable as determined by OFCCP in light of these regulations. If DLT Solutions, LLC concludes the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities and protected veterans, it shall identify and implement alternative efforts in order to fulfill its obligations.

(4) Recordkeeping obligation

DLT Solutions, LLC shall document all activities it undertakes to comply with the regulations of this section, and retain these documents for a period of three (3) years.

(h) AUDIT AND REPORTING SYSTEM

DLT Solutions, LLC shall design and implement an audit and reporting system that will:

- (i) Measure the effectiveness of the Company's Affirmative Action Program.
- (ii) Indicate any need for remedial action;
- (iii) Determine the degree to which our objectives have been attained;
- (iv) Determine whether individuals with disabilities and known protected veterans have had the opportunity to participate in all Company-sponsored educational, training, recreational, and social activities;
- (v) Measure compliance with the Affirmative Action Program's specific obligations;
- (vi) Document the actions taken to comply with the obligations of paragraphs (h)(i) through (v) of this section, and retain these documents as employment records subject to the recordkeeping requirements.

Where the affirmative action program is found to be deficient, DLT Solutions, LLC shall undertake necessary action to bring the program into compliance.

(i) RESPONSIBILITY FOR IMPLEMENTATION

The EEO Coordinator, named in the Facility ID statement, is the Company individual assigned responsibility for implementation of DLT Solutions, LLC's affirmative action activities. The EEO Coordinator's identity appears on all internal and external communications regarding the Company's Affirmative Action Program. This individual will be given necessary top management support and staff to manage the implementation of this Program.

(j) TRAINING

All personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes will be trained to ensure that the commitments in this Affirmative Action Plan are implemented.

(k) DATA COLLECTION ANALYSIS

DLT Solutions, LLC shall document the following computations or comparisons pertaining to applicants and hires on an annual basis and maintain them for a period of three (3) years:

- (1) The number of applicants who self-identified as an individual with a disability or a protected veteran or who are otherwise known to be an individual with a disability;
- (2) The total number of job openings and total number of jobs filled;
- (3) The total number of applicants for all jobs;
- (4) The number of individuals with disabilities and protected veteran applicants hired, and;
- (5) The total number of applicants hired.

VII. 60-741.45/60-300.45 UTILIZATION GOALS/BENCHMARKS

The utilization goal or benchmark, as applicable, is not a rigid and inflexible quota which must be met, nor is it to be considered either a ceiling or a floor for the employment of particular groups. Quotas are expressly forbidden.

DLT Solutions, LLC shall annually evaluate its utilization of individuals with disabilities in each job group, or in its entire workforce as provided in paragraph (d)(2)(i) of this section.

- Establish a utilization goal of 7% for the employment of qualified individuals with disabilities for each job group.

DLT Solutions, LLC shall establish a benchmark for protected veterans by adopting the OFCCP National Percentage of Veterans in the Civilian Labor Force or develop Individualized Hiring Benchmarks based on the five specified factors.

- Adopt OFCCP National Benchmark for Hiring Protected Veterans in the civilian labor force.

PROTECTED VETERAN / INDIVIDUALS WITH DISABILITIES DATA COLLECTION ANALYSIS

60-300.44(k) PROTECTED VETERAN / 60-741.44(k) INDIVIDUALS WITH DISABILITIES

Number of Protected Veteran Applicants:	31
Number of Protected Veteran Applicants Hired:	3
<hr/>	
Number of Individuals With Disabilities Applicants:	43
Number of Individuals With Disabilities Applicants Hired:	0
<hr/>	
Total Number of Job Openings:	89
Total Number of Jobs Filled**:	144
<hr/>	
Total Number of Applicants for all Jobs:	1239
Total Number of Applicants Hired:	89
<hr/>	

Hire Rate as Compared to Total Number of Applicants Hired:

<i>Protected Veteran</i>	3.37% *
<i>Individuals With Disabilities</i>	0.00%

* Compare to OFCCP current National benchmark of 5.6% for hiring Protected Veterans in the civilian labor force, or to your individual benchmark, by plan, based on the five specified factors per OFCCP guidelines.

** For the purpose of reporting the Data Collection Analysis requirements, Jobs Filled includes the following Personnel Activity: All Promotions, Transfers within Plan, Transfers In from other Plans, Hires, Rehires, Union Placements and Recalls.

UTILIZATION ANALYSIS INDIVIDUALS WITH DISABILITIES

60-741.45 UTILIZATION ANALYSIS - GOAL OF 7%

JOB GROUP	JOB GROUP TOTAL	EXPECTED GOAL	INDIVIDUALS WITH DISABILITIES TOTAL	UTILIZATION	UNDERUTILIZED	SHORTFALL
1A-Officials & Managers: Executive	6	0	0	0.00%	NO	0
1B-Officials & Mgrs: First and Mid Level	21	1	0	0.00%	YES	1
1C-Officials & Mgrs: Managers/Supervisors	29	2	1	3.45%	YES	1
2A-Professionals: Upper Level	28	1	1	3.57%	NO	0
2B1-Professionals: Second Level 1	12	0	1	8.33%	NO	0
2B2-Professionals: Second Level 2	17	1	0	0.00%	YES	1
2B3-Professionals: Second Level 3	24	1	0	0.00%	YES	1
2C-Professionals: Associates	6	0	2	33.33%	NO	0
4B1-Sales: Mid Level 1	31	2	2	6.45%	NO	0
4B2-Sales: Mid Level 2	32	2	1	3.13%	YES	1
4B3-Sales: Mid Level 3	56	3	2	3.57%	YES	1
5B-Admin Support: Mid Level	22	1	0	0.00%	YES	1
5C-Admin Support: Entry Level	7	0	0	0.00%	NO	0
INDIVIDUALS WITH DISABILITIES WORKFORCE SUMMARY	291	14	10	3.44%	YES	7

Expected Goal is equal to 7% of the Job Group total. Only whole person totals are reflected in the "Expected Goal" column since fractional results are not applicable. Therefore, the actual Utilization % may be lower than 7%, and still result in NO Underutilization.

Utilization represents the ratio of Individuals with Disabilities to the job group total.

Shortfall column indicates the number of Individuals with Disabilities needed to have met the 7% Utilization goal.

The "Individuals With Disabilities Total" column include job groups with IWD representation and no goal.

Any determination of underutilization in this AAP is neither a finding nor an admission of discrimination.



Supply Chain Risk Management Plan

2021 Annual Plan



This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer or as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages marked with the following legend: Use or disclosure of data on this page is subject to the restriction on the title page of this proposal or quotation.

DLT Solutions / 2411 Dulles Corner Park, Suite 800 / Herndon VA 20171 / 703.709.7172 / www.dlt.com
TIN 54-1599882 / DUNS # 78-6468199 / CAGE Code 0S0H9 / GSA IT Schedule 70 GS-35F-267DA



Purpose and Applicability Statement.

This Plan organizes specific Information and Communications Technology (ICT) Supply Chain Risk Management (SCRM) practices into those targeting the requirements of Federal department and agency acquirers (acquirers), developers and integrators of custom built information systems (integrators) when evaluating Commercial-off-the-Shelf (COTS) suppliers.

This SCRM Plan is intended to provide acquirers and integrators:

- An understanding of processes and practices used by DLT Solutions, LLC (“DLT”) to deliver COTS hardware, software and services;
- Reasonable expectations on selecting and implementing risk mitigating processes and controls through the DLT ICT supply chain; and,
- The ability to examine the practices in this Plan as to their suitability for a specific application or acquisition and combined impact on the performance, cost, and schedule.

The practices contained in this Plan are built on existing practices from multiple disciplines and are intended to increase the ability of Federal departments, agencies to strategically manage the associated ICT supply chain risks. The practices addressed in this document can be applied to COTS products, delivery, integration, maintenances and support service activities.

This Plan addresses all COTS products, delivery, integration, maintenances and support service activities provided by DLT.

Plan activities include baseline services the DLT Secure Supply Chain Program to address acquirer requirements for specific ICT systems with a need for confidence in a visible, fully authorized and assured supply chain. The Plan is based on, and intended to remain consistent with, the appropriate guidance set forth in draft National Institute of Standards and Testing (NIST) Special Publication 800-53 Revision 4 for Security and Privacy Controls for Federal Information Systems and Organizations (NISTSP 800-53), NIST Interagency Report 7622, Notional Supply Chain Risk Management Practices for Federal Information Systems (NISTIR-7622), Committee on National Security Systems Instruction No. 4009 (CNSSI-4009), Federal Information Processing Standard (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems (FIPS-199), FIPS Publication 200, Minimum Security Requirements for Federal Information and Information Systems (FIPS-200) and NIST draft Special Publication 800-161, Supply Chain Risk Management Practices for Federal Information Systems and Organizations (NISTSP 800-161).



Table of Contents

1.0	Acronym Listing.....	1
2.0	Cross-Reference Table.....	2
3.0	AT-1 Security Awareness & Training Policies & Procedures.....	4
4.0	CM-1 Configuration Management Procedures.....	5
5.0	CM-3 Configuration Management Change Control	5
6.0	CM-5 Configuration Management Access Restriction	5
7.0	CM-8 Configuration Management Component Inventory	6
8.0	IR-4 (10) Incident Handling Supply Chain Coordination	6
9.0	IR-6 (3) Incident Reporting Coordination with Supply Chain	6
10.0	PE-3 Physical Access Control	6
11.0	PE-20 Asset Monitoring and Tracking	7
12.0	PV-2 Tracking Provenance and Developing a Baseline.....	7
13.0	RA-3 Risk Assessment.....	8
14.0	SA-4 Acquisition Process Requirements	9
15.0	SA-8 Security Engineering Principles.....	11
16.0	SA-11 Developer Security Training and Evaluation	11
17.0	SA-12 Supply Chain Protection	12
18.0	SA-15 Development Process, Standards, and Tools	13
19.0	SA-18 Tamper Resistance and Detection	13
20.0	SA-19 Component Authenticity	13
21.0	SI-2 Flaw Remediation.....	13
22.0	SI-4 Information System Monitoring	13
23.0	SI-7 Software, Firmware, and Information Integrity.....	15

1.0 Acronym Listing

COTS:	Commercial-off-the-Shelf
COOP:	Continuity of Operations Plan
CRM:	Customer Relationship Management
CTA:	Contractor Teaming Agreement
DLT:	DLT Solutions, LLC
DR:	Data Recovery
GIDEP:	Government-Industry Data Exchange Program
ICT:	Information and Communications Technology
FCL:	Facility Clearance
FIPS:	Federal Information Processing Standard
NIST:	National Institute of Standards and Testing
OEM:	Original Equipment Manufacturer
SCRM:	Supply Chain Risk Management

2.0 Cross-Reference Table

Std. No.	Standard Title	Addressed in SCRM Plan Submission			
		OEM (Yes/No)	Distributor (Yes/No)	Reseller (Yes/No)	SCRM Submission Page Reference
AT-1	Security Awareness and Training Policies and Procedures	No	No	Yes	4
CM-1	Configuration Management Procedures	No	No	Yes	5
CM-3	Configuration Management Change Control	No	No	Yes	5
CM-5	Configuration Management Access Restriction	No	No	Yes	5
CM-8	Configuration Management Component Inventory	No	No	Yes	6
IR-4 (10)	Incident Handling Supply Chain Coordination	No	No	Yes	6
IR-6 (3)	Supply Chain Protection Incident Reporting Coordination with Supply Chain	No	No	Yes	6
PE-3	Physical Access Control	No	No	Yes	6
PE-20	Asset Monitoring and Tracking	No	No	Yes	7
PV-2	Tracking Provenance and Developing a Baseline	No	No	Yes	7
RA-3	Risk Assessment	No	No	Yes	8
SA-4	Acquisition Process Requirements	No	No	Yes	9
SA-8	Security Engineering Principles	No	No	Yes	11
SA-11	Developer Security Training and Evaluation	No	No	Yes	11
SA-12	Supply Chain Protection (SCP)	No	No	Yes	12
SA-15	Development Process, Standards, and Tools	No	No	Yes	13
SA-18	Tamper Resistance and Detection	No	No	Yes	13

SA-19	Component Authenticity	No	No	Yes	13
SI-2	Flaw Remediation	No	No	Yes	13
SI-4	Information System Monitoring	No	No	Yes	13
SI-7	Software, Firmware, and Information Integrity	No	No	Yes	15

3.0 AT-1 Security Awareness & Training Policies & Procedures

DLT maintains a dedicated training facility and program for new and current employees. The mission of the DLT training and development program is to provide employees with timely and structured learning experiences that include mandatory operational training and development programs to improve and maintain job performance that supports company business and quality management objectives.

General.

- a. Training consists of instructor-led training, eLearning courses, self-guided learning, thought leadership review, video learning, and interactive group facilitation.
- b. Content is designed to help new employees complete core and job specific training as well as additional regular training for current employees.

Technical Implementation.

- a. Awareness training has been implemented as a risk mitigation strategy to support SCRM operational practices.
- b. Guidelines have been established to (i) ensure that managers and users of organizational information systems are made aware of the security risks associated with their activities and of the applicable laws, Executive Orders, directives, policies, standards, instructions, regulations, or procedures related to the security of organizational information systems; and (ii) ensure that organizational personnel are adequately trained to carry out their assigned information security-related duties and responsibilities.

Verification and Validation.

Training curriculums are established for all levels of company personnel with established timelines for successful completion.

4.0 CM-1 Configuration Management Procedures

DLT Solutions, as a Commercial-off-the-Shelf (COTS) supplier of products, and in conjunction with the guidelines of NIST SP 800-53, does not provide acquirer or integrator developer configuration management services or developer security testing and evaluation services. For any COTS product supplied by DLT that requires commercially available configuration management or test prior to product completion or delivery, configuration baselines for all elements are established by the Original Equipment Manufacturer (OEM) and tested for quality control compliance prior to shipment. DLT warrants that products are authentic and functional in accordance with each manufacturer's commercial warranty. Any defects in configuration management will be handled under the relevant commercial warranty provision.

5.0 CM-3 Configuration Management | Change Control

DLT Solutions, as a Commercial-off-the-Shelf (COTS) supplier of products, and in conjunction with the guidelines of NIST SP 800-53, does not provide acquirer or integrator developer configuration management services or developer security testing and evaluation services. For any COTS product supplied by DLT that requires commercially available configuration management or test prior to product completion or delivery, configuration baselines for all elements are established by the Original Equipment Manufacturer (OEM) and tested for quality control compliance prior to shipment. DLT warrants that products are authentic and functional in accordance with each manufacturer's commercial warranty. Any defects in configuration management will be handled under the relevant commercial warranty provision.

6.0 CM-5 Configuration Management | Access Restriction

DLT Solutions, as a COTS supplier of products, and in conjunction with the guidelines of NIST SP 800-53, does not provide acquirer or integrator developer configuration management services or developer security testing and evaluation services. For any COTS product supplied by DLT that requires commercially available configuration management or test prior to product completion or delivery, configuration baselines for all elements are established by the Original Equipment Manufacturer (OEM) and tested for quality control compliance prior to shipment. DLT has no access to the ICT supply chain infrastructure beyond the resell relationship with each OEM, and is not able to effect any changes to any OEM's centrally managed processes for software component updates and the deployment of updates or patches. DLT warrants that products are authentic and functional in accordance with each manufacturer's commercial warranty. Any defects in configuration management will be handled under the relevant commercial warranty provision.

7.0 CM-8 Configuration Management | Component Inventory

DLT Solutions, as a Commercial-off-the-Shelf (COTS) supplier of products, and in conjunction with the guidelines of NIST SP 800-53, does not provide acquirer or integrator developer configuration management services or developer security testing and evaluation services. For any COTS product supplied by DLT that requires commercially available configuration management or test prior to product completion or delivery, configuration baselines for all elements are established by the Original Equipment Manufacturer (OEM) and tested for quality control compliance prior to shipment. In instances where a component inventory (licensing, version numbers, supplier, system owner, machine names, network addresses, etc.) may be made available to DLT by the OEM, DLT can provide that information to its customers, if requested.

8.0 IR-4 (10) Incident Handling | Supply Chain Coordination

Upon DLT's receipt of notice from its source of supply (either the OEM or a distributor) regarding any supply chain incident, notice of the incident and any recommended actions will be sent to 2GIT Team Lead within 24 hours. DLT will work with CTA Team Lead to notify all affected customers within an additional 24 hours and further endeavor to repair/replace any affected item(s) under the relevant commercial warranty provision.

9.0 IR-6 (3) Incident Reporting | Coordination with Supply Chain

Upon DLT's receipt of notice from its source of supply (either the OEM or a distributor) regarding any supply chain incident, notice of the incident and any recommended actions will be sent to 2GIT Team Lead within 24 hours. DLT will work with CTA Team Lead to notify all affected customers within an additional 24 hours and further endeavor to repair/replace any affected item(s) under the relevant commercial warranty provision.

10.0 PE-3 Physical Access Control

As a supplier of COTS software and hardware, DLT manages physical access to its facilities. DLT's office at 2411 Dulles Corner Park, Suite 800 Herndon, VA 20171 has a Top Secret Facility Clearance (FCL), and access to the DLT office is strictly controlled through Honeywell-branded photo-ID RFID access cards. Unbadged guests can only access the main lobby where they must register and receive a visitor credential. Visitors must be escorted by a badged employee and are limited to the common areas of the facility at all times. DLT employees do not have access to OEM development facilities, warehouses, or any other facility used in supply chain production or shipment.

No software or hardware products resold by DLT are stored at DLT-owned facilities under any circumstance, for any length of time.

11.0 PE-20 Asset Monitoring and Tracking

DLT tracks shipping, both physical and logical, through its systems for all shipments from the time DLT takes delivery to the time DLT delivers the product to the time DLT delivers the product to a delivery partner or end user customer.

- a. Physical delivery of products utilize the manufacturer's trusted/controlled distribution, delivery, and warehousing options for drop shipment directly to the government acquirer's or integrator's specified point of delivery providing full traceability and chain of custody of the element or system.
- b. Logical delivery of software (other than shrink wrap), updates and patches is performed only by authorized government users via secure access system download from the original manufacturer.
- c. These delivery implementation approaches minimize risk of compromise of the physical delivery and provides full traceability of the item. It further minimizes unauthorized access, exposure of the system components, processes and/or supporting infrastructure to information misuse, unauthorized modification, or redirection while under Supplier's control.

12.0 PV-2 Tracking Provenance and Developing a Baseline

General.

- a. All DLT supply chain systems, documented processes and work instructions are maintained in password-protected, permission-based systems.
- b. Minimum baseline delivery processes reduce the potential for compromise by maximizing the use of drop shipping ICT COTS products directly from the original manufacturer to the acquirer or integrator.
- c. All maintenance, upgrade, patching, element replacement or other sustainment activities are conducted by DLT through the product manufacturer or their authorized service provider.

Technical Implementation.

- a. Work instructions are maintained for all critical systems and processes and employees are trained and tested for conformance with the elements, processes and tools. When changes are made to the systems or processes, new work instructions are created and employees are trained and tested for compliance. All data is maintained in password protected permission based systems.

- b. For COTS products, configuration baselines for all elements are established by the OEM and tested for quality control compliance prior to shipment.
- c. When sustainment activities and processes are acquired through DLT, performance will be directly supervised by DLT.

Verification and Validation.

- a. Supply chain systems, documented processes and work instructions undergo periodic internal audits and annual external audits for compliance, enhancement and quality.
- b. Provenance is achieved through both physical and logical process control techniques which are warranted by the DLT to be genuine and authentic current in-production products of the original manufacturer (see Section 18).
- c. Traceability of when sustainment activities are conducted and who is involved are readily available in the event of a concern and in all instances, the manufacturer is under agreement with DLT to ensure authenticity, confidentiality and security.

13.0 RA-3 Risk Assessment

In an ongoing effort to assess risk, DLT:

- a. Conducts risk assessments, including the likelihood and magnitude of harm, from the unauthorized access, use, disclosure, disruption, modification, or destruction of its information systems and the information they process, store, or transmit
- b. Documents risk assessment results in a risk assessment report;
- c. Reviews risk assessment results;
- d. Disseminates risk assessment results to senior management [; and
- e. Updates the risk assessment or whenever there are significant changes to the information system or environment of operation (including the identification of new threats and vulnerabilities), or other conditions that may impact the security state of the system.

14.0 SA-4 Acquisition Process | Requirements

As a public sector supplier of ITC COTS products and services, the SCRM role of DLT for most procurement actions is applicable to the guidelines of NISTSP 800-53 Revision 4 for Supply Chain Protection. DLT's approach in protecting against supply chain threats is by employing purpose built systems, processes, work instructions, sourcing, training, oversight and auditing including:

- Acquisition systems such as our price list management system, our quote and order systems, sourcing control and shipment tracking tools;
- Supplier reviews and agreements to ensure current accurate and complete information regarding element identification, product descriptions country of origin (TAA) compliance and support for identifying and replacement of non-authentic products;
- Guarantee and warranty against other than authentic products for acquirers and integrators;
- Assessments and training to ensure awareness and compliance with SCRM procedures;
- Use of external source information to ensure compliance and knowledge through point of sale reporting by resellers and integrators to verify product delivery and provide tracking and traceability in the event of a problem;
- Elimination of unauthorized modifications and assurance of genuine products as products are drop shipped direct from manufacturer to acquirer;
- Supplier agreement with manufacturers to provide notification procedures and support in remedying any issues discovered as part of a comprehensive, defense-in-breadth information security strategy.
 - As detailed in the DLT's response to IR-4 and IR-6, upon DLT's receipt of notice from its source of supply (either the OEM or a distributor) regarding any supply chain incident, notice of the incident and any recommended actions will be sent to 2GIT Team Lead within 24 hours. DLT will work with CTA Team Lead to notify all affected customers within an additional 24 hours and further endeavor to repair/replace any affected item(s) under the relevant commercial warranty provision.

Trusted Supplier Program

DLT established its Trusted Supplier Program to address the legal requirements of the Department of Defense and its contractors when buying products containing electronic components. These counterfeit prevention requirements stem from sections of law passed by Congress in the annual National Defense Authorization Acts of 2011, 2012 and 2013. As a result, supply chain risk assessment and analysis by government acquirers, integrators and suppliers about upstream supply chain partners and downstream channel partners is now a critical element for many government procurements. As the government seeks to secure its own supply chain the disclosure of supply chain risk management policies and procedures information by integrators and suppliers for ICT products and systems being offered is critical evaluation factor in any award determination.

Under this Program, Government acquirers that source products from DLT are afforded the DLT Trusted Supplier Guarantee/Warranty. Integrators that source products from DLT are afforded a Trusted Partner status under the Program. And as such, integrators can pass on the DLT Trusted Supplier Guarantee/Warranty as part of a proposal or quote to the prime or government acquirer.

The performance of warranties or guarantees under the DLT Trusted Supplier Program is limited to; (1) Manufacturer's products identified by DLT on a quote as a Trusted Product and sourced through DLT, (2) sold to a prime or government customer by the Trusted Partner, and (3) delivered by DLT to the location specified on the Trusted Partner's purchase or delivery order.

CTA Partners can certify that they participate in a sourcing program that provides federal government agencies with secure, reliable access to these products. Both acquirers and integrators are ensured that:

- All products are current in-production, authentic and genuine products from the original manufacturer.
- All products are contractually sourced from the original manufacturer or its authorized channels of distribution.
- Sourcing partner does not purchase or resale any non-production or obsolete products/parts.
- Chain of custody traceability is maintained from source to delivery point.
- Sourcing partner (DLT) is a registered participant of the Government Industry Data Exchange Program (GIDEP) for the prompt reporting of suspected and identified counterfeit products.
- A product which is determined to be "Other than Authentic" products will be replaced by DLT at no charge.

- All processes and documentation is carefully managed using sourcing partner's certified business procedures for consistency and quality control.

Government acquirers and integrators can address with confidence government supply chain requirements for the acquisition of ICT COTS products by relying on DLT's warranties, audited business processes, and extensive vendor agreements.

15.0 SA-8 Security Engineering Principles

General.

- a. All DLT supply chain systems, documented processes and work instructions are maintained in password protected permission-based systems.
- b. The DLT documented systems, processes, procedures, work instructions, training, agreements and oversight are combined to ensure that information reaches specified individuals and organizations in quantity, quality, and with timeliness to perform required tasks or execute necessary functions while minimizing unauthorized access or change within and outside of the supply chain.

Technical Implementation.

Work instructions are maintained for all critical systems and processes and employees are trained and tested for conformance with the elements, processes and tools. When changes are made to the systems or processes, new work instructions are created and employees are trained and tested for compliance. All data is maintained in password-protected, permission-based systems.

Verification and Validation.

Systems, documented processes and work instructions undergo periodic internal audits and annual external audits for compliance, enhancement and quality.

16.0 SA-11 Developer Security Training and Evaluation

As a reseller of ITC COTS products and services, DLT does not control or have any input or involvement in the application and development processes of its OEM suppliers. As part of its onboarding process, DLT requests information regarding what each OEM has implemented regarding development security testing and training as part of their quality processes. When those details are requested and available DLT makes it available to customers.

17.0 SA-12 Supply Chain Protection

General.

- a. DLT has established a controlled enterprise ICT supply chain for the delivery of COTS products and support services to public sector acquirers, resellers and integrators. This unique aggregation approach provides visibility and traceability into all supply chain elements, processes, and actors therefore managing risk and reducing the likelihood of an adverse event. Uniquely identifying organizations, personnel, mission and element processes, communications/delivery paths and elements, as well as the components and tools used, establishes a foundational identity structure for assessment of the DLT's ICT supply chain activities. All products are sourced directly from the manufacturer or one of its authorized distribution sources.
- b. DLT supplies COTS products and services from the original manufacturer under a contractually established program relationship authorizing the legal resale of the manufacturer's products. All products are sourced directly from the manufacturer or one of its authorized distribution sources.
- c. DLT does not supply customized (e.g., combines, adds, optimizes) elements, processes or systems.
- d. Product/element unique identifying and SCRM specific information provided by the original manufacturer is maintained in the DLT Customer Relationship Management (CRM) System. document authentication and other supply chain process controls and mechanisms.
- e. Documented and certified processes control product authentication, traceability, sourcing and delivery mechanisms at the manufacturer element level.

Verification and Validation.

- a. Documented and certified baseline process services ensure that identification methods are sufficient to verify provenance in the event of a supply chain issue or adverse supply chain event.
- b. Report deficiencies discovered in critical elements (per acquirer/integrator) up the supply chain for corrective action to ensure that requirements for unique identification are fulfilled.
- c. As a DOD registered partner, documented and certified process and work instructions have been established for the reporting of fact based information on suspected counterfeit items into the Government-Industry Data Exchange Program.

18.0 SA-15 Development Process, Standards, and Tools

As a reseller of ITC COTS products and services, DLT does not develop any information system, system component, or information system service. DLT encourages all OEMs it represents to comply with relevant SCRM best practices.

19.0 SA-18 Tamper Resistance and Detection

DLT is not involved in, nor has access to, the system development life cycle including design, development, integration, operations, and maintenance.

20.0 SA-19 Component Authenticity

To ensure component authenticity, DLT in all cases sources products directly from the OEM or an authorized distributor. Under no circumstance does DLT procure products from any other source.

21.0 SI-2 Flaw Remediation

DLT warrants that products are authentic and functional in accordance with each manufacturer's commercial warranty. Any defects or flaws in a delivered software or hardware will be handled under the relevant commercial warranty provision.

22.0 SI-4 Information System Monitoring

General.

The exchange of pertinent data and information between acquirers, integrators, and suppliers (including COTS) is absolutely necessary to ensure the successful delivery and performance of products and systems to meet the government's requirements in a safe, cost effective and secure manner.

- a. The strict protection of elements of information that, if disclosed or accessed, could compromise the confidentiality, integrity, or availability of supply chain elements, processes, or actors within the supply chain has always been a significant objective of DLT's systems and policies.
- b. The DLT documented systems, processes, procedures, work instructions, training, agreements and oversight ensure that adequate and timely information

reaches individuals and organizations as needed to perform required tasks or execute necessary functions while minimizing unauthorized access or change within and outside of the supply chain.

- c. Secure information sharing ultimately depends on a combination of attributes including the content of the information, the confidence in individuals, organizations, and their defined roles and authorities. As such, management addresses ICT SCRM confidentiality of information in all individual and organizational relationships.
- d. All data and information, either classified or unclassified, is retained in a confidential and secure manner.

Technical Implementation.

- a. Sharing of information or data on the system is strictly limited to those employees involved in the acquisition thereof. Information including acquirer, users, resale or integrator partners or the manufacturer involved in transactions is protected from all external entities and further firewalled from internal employees not involved in the subject procurement.
- b. Mechanisms, techniques, and procedures used to facilitate the sharing of information are matched with the content, data type, and data volume to be shared so that information sharing systems allow only authorized users the information necessary and sufficient to complete supply chain tasks.
- c. Documented and certified systems and measures are incorporated to protect supply chain processes including element production, assembly, packaging, delivery, testing, and support to understand, evaluate, and minimize opportunities for unauthorized exposure of, or access to, critical elements or processes that could result in loss or compromise of confidentiality, integrity, or availability.
- d. System limits delivery process information to the original manufacturer or the manufacturer's authorized trusted source for fulfillment unless other secure delivery options are required.

Verification and Validation.

- a. All employees, manufacturers, reseller and integrator partners sign and honor confidentiality agreements.
- b. All system access to data and information is monitored, password controlled, kept current and refreshed as required on a regular basis.

23.0 SI-7 Software, Firmware, and Information Integrity

Defensive design techniques include activities that consider and test organizational processes for potential failure modes and the compromise or loss of confidentiality, integrity, or availability of information.

General.

- a. Documented processes and work instructions and system restrictions control all the uses of processes by element selected.
- b. Documented processes and work instructions notify the Federal government, acquirer and the integrator when counterfeit products are found in the supply chain.
- c. Documented processes and work instructions ensure the use of processes that limit entrance of counterfeit items into the supply chain and when entered/breached, the processes for corrective action.
- d. DLT maintains a COOP/DR site which can be available within one (1) hour of a disruptive and/or malicious event. Data loss is limited to less than fifteen (15) minutes and all personnel can maintain connectivity through VPN or virtual desktop access in the event facilities require closure or access is limited.

Technical Implementation.

- a. Contractual sourcing agreements, automated system controls and strict processes limit the sourcing of COTS products or services to the original manufacturer or the manufacturer's authorized source for fulfillment.
- b. Regular refresh of manufacturer's supplied data contained in the Price List Management system ensures only current in production products can be sourced.
- c. As a corporate policy, DLT does not source or resell non-current production or obsolete products/parts.

Verification and Validation.

- a. All documented systems and processes undergo regular internal audits and annual external audits for compliance, enhancement and quality.
- b. Work instructions are maintained for all processes and employees receive mandatory training and are tested for conformance with the processes and tools. When changes are made to systems or processes, new work instructions are created and employees are trained and tested for compliance. All data is maintained in password protected permission based systems.

- c. Performance metrics are monitored and reviewed by management on a regular basis to ensure ICT supply chain risk management objectives are maintained.
- d. As a DOD registered partner, documented and certified process and work instructions have been established for the reporting of fact based information on suspected counterfeit items into the Government-Industry Data Exchange Program (GIDEP) reporting database and report counterfeit items to criminal authorities.
- e. All networks and access connections are continuously monitored for unexpected or undesirable behavior.
- f. Coop/DR site functions and processes are tested on a regular basis to ensure readiness.



The Cooperative Council of Governments on Behalf of Equalis Group
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Re: RFP COG-2139 for Cloud Solutions

This letter confirms that **DLT Solutions, LLC** at principal business address 2411 Dulles Corner Park #800, Herndon VA 20171 is an authorized reseller of Apptio products.

As an authorized reseller, DLT is authorized to quote and sell products, training, maintenance, and professional services, as applicable, that are offered by Apptio to all public sector customers and may sell such products under the terms and conditions of the CCOG/Equalis contract.

Verification requests and questions regarding DLT's status and eligibility may be referred to the following contact person:

Primary Contact	Ashley Novallis	Signatory Contact	Robert Carter
	Director, Public Sector Partners Channels & Alliances		VP, Public Sector
	Anovallis@apptio.com 304.376.7828		Bcarter@apptio.com 301.717.4004

Regards,

Robert Carter

November 8, 2022

The Cooperative Council of Governments on Behalf of Equalis Group
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Re: RFP COG-2139 for Cloud Solutions

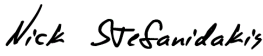
This letter confirms that DLT Solutions, LLC at principal business address 2411 Dulles Corner Park #800, Herndon VA 20171 is an authorized reseller of Eptura (Archibus) products.

As an authorized reseller, DLT is authorized to quote and sell products, training, maintenance, and professional services, as applicable, that are offered by Eptura / Archibus, Inc., to all public sector customers, and may sell such products under the terms and conditions of the CCOG/Equalis contract.

Verification requests and questions regarding DLT's status and eligibility may be referred to the following contact person:

Michael Willette
Partner Account Manager
michael.willette@eptura.com
757.374.9378

Regards,

DocuSigned by:

C29450B9EDF04CA...

Nick Stefanidakis
SVP Channel and Alliances, Eptura

November 8, 2022

The Cooperative Council of Governments on Behalf of Equalis Group
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Re: RFP COG-2139 for Cloud Solutions

This letter confirms that **DLT Solutions, LLC** at principal business address 2411 Dulles Corner Park #800, Herndon VA 20171 is an authorized reseller of Aurigo Software Technologies, Inc. products.

As an authorized reseller, DLT is authorized to quote and sell products, training, maintenance, and professional services, as applicable, that are offered by Aurigo Software Technologies, Inc. to all public sector customers, and may sell such products under the terms and conditions of the CCOG/Equalis contract.

Verification requests and questions regarding DLT's status and eligibility may be referred to the following contact person:

Kevin Koenig
Chief Technology Officer
(512) 212-4999
Kevin.koenig@aurigo.com

Regards,

Kevin Koenig



11/4/22

The Cooperative Council of Governments on Behalf of Equalis Group
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Re: RFP COG-2139 for Cloud Solutions

This letter confirms that **DLT Solutions, LLC** at principal business address 2411 Dulles Corner Park #800, Herndon VA 20171 is an authorized reseller of BIO-key International Inc.'s products.

As an authorized reseller, DLT is authorized to quote and sell products, training, maintenance, and professional services, as applicable, that are offered by BIO-key International Inc. to all public sector customers, and may sell such products under the terms and conditions of the CCOG/Equalis contract.

Verification requests and questions regarding DLT's status and eligibility may be referred to the following contact person:

Fred Corsentino
Chief Revenue Officer
732-359-1128
Fred.corsentino@bio-key.com

Regards,

Fred Corsentino



November 1, 2022

The Cooperative Council of Governments on Behalf of Equalis Group
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Re: RFP COG-2139 for Cloud Solutions

This letter confirms that **DLT Solutions, LLC** at principal business address 2411 Dulles Corner Park #800, Herndon VA 20171 is an authorized reseller of DataWalk's products.

As an authorized reseller, DLT is authorized to quote and sell products, training, maintenance, and professional services, as applicable, that are offered by DataWalk to all public sector customers, and may sell such products under the terms and conditions of the CCOG/Equalis contract.

Verification requests and questions regarding DLT's status and eligibility may be referred to the following contact person:

Paul Rivet
Senior Director of Sales
250-888-3758
paul.rivet@datawalk.com

Regards,

Paul Rivet

A handwritten signature in blue ink, appearing to read "Paul Rivet", written over a faint rectangular stamp or watermark.



MORE DATA. MORE CLARITY. MORE CONFIDENCE.

Devo Technology INC
255 Main Street, Suite 702
Cambridge, MA 02142
+1 866-221-2254

10/31/2022

To Whom It May Concern:

We hereby confirm that DLT is currently authorized to resell Devo products and services to all federal, state, and local government entities and subdivisions, including educational institutions, subject to the DLT Aggregation Agreement between Devo Technology, Inc. and DLT Solutions, LLC.

If you have any questions regarding this matter, please contact us at legal@devo.com.

Sincerely,

DocuSigned by:

A handwritten signature in black ink, appearing to read "Marc Van Zadelhoff", enclosed within a blue DocuSign signature box.

9E63CC1637B6491...
Marc Van Zadelhoff
CEO
Devo Technology, Inc.



Progress Software Corporation
15 Wayside Rd, Suite 400
Burlington, MA 01803

Date: Nov 3, 2022

The Cooperative Council of Governments on Behalf of Equalis Group
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Letter of Authorization

Re: RFP COG-2139 for Cloud Solutions

Dear Sir/Mdm,

This letter confirms that **DLT Solutions, LLC** at principal business address 2411 Dulles Corner Park #800, Herndon VA 20171 is an authorized reseller of Progress Software Corporation's Kemp Loadmaster and Flowmon hardware appliances and/or virtual appliances and related software (collectively "Products").

Progress Software Corporation ("Progress") or its affiliates own and manufacture the Products. To the extent Progress' affiliate owns the Product(s), Progress hereby confirms that it is authorized by such affiliate to sell (and permit others to sell) the Products.

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For verification requests and questions regarding DLT's status and eligibility, please contact the undersigned.

Thanking you and assuring you our best services always.

Yours sincerely,

DocuSigned by:

20FA37A03AFC483...

For, Progress Software Corporation
David Partyka
Authorized Signatory



1850 Towers Crescent Plaza | Tysons Corner, VA 22182
microstrategy.com | 703.848.8600

November 4th, 2022

The Cooperative Council of Governments on Behalf of Equalis Group
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Re: RFP COG-2139 for Cloud Solutions

To whom it may concern:

This letter confirms that **DLT Solutions, LLC** at principal business address 2411 Dulles Corner Park #800, Herndon Virginia 20171, is an authorized reseller of the products and related services of Microstrategy Services Corporation.

As an authorized reseller, DLT is authorized to quote and sell products, training, maintenance, and professional services, as applicable, that are offered by Microstrategy to public sector customers, and may sell such products and services under the terms and conditions of the CCOG/Equalis contract and MicroStrategy's terms of use.

Verification requests and questions regarding DLT's status and eligibility may be referred to the following contact person:

Nicole Falit
Senior Counsel, Commercial Licensing
1850 Towers Crescent Plaza
Tysons Corner, VA 22182
301-928-7128
nneuman@microstrategy.com

Regards,

DocuSigned by:

00F2FED28A825
Pedro Chaves

Vice President, MicroStrategy Services Corporation

November 3, 2022

The Cooperative Council of Governments on Behalf of Equalis Group
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Re: RFP COG-2139 for Cloud Solutions

This letter confirms that DLT Solutions, LLC at principal business address 2411 Dulles Corner Park #800, Herndon VA 20171 is an authorized reseller of NetDocuments Software, Inc. products.

As an authorized reseller, DLT is authorized to quote and sell products, training, maintenance, and professional services, as applicable, that are offered by NetDocuments Software, Inc. to all public sector customers.

Verification requests and questions regarding DLT's status and eligibility may be referred to the following contact person:

Name: Reza Parsia
Title: Vice President of Strategic Partnerships
Phone: 801-722-6608
Email: reza.parsia@netdocuments.com

Regards,

Reza Parsia

Reza Parsia
Vice President of Strategic Partnerships
NetDocuments



4 November 2022

The Cooperative Council of Governments on Behalf of Equalis Group
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Re: RFP COG-2139 for Cloud Solutions

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Verification requests and questions regarding DLT's status and eligibility may be referred to the signatory below or to contract-notices@pluralsight.com.

Regards,

A handwritten signature in black ink that reads 'J McMahan'.

Jennifer McMahan
Associate General Counsel, Contracts
M: (303) 653-1301
jennifer-mcmahan@pluralsight.com

POLARITY

October 28th, 2022

The Cooperative Council of Governments on Behalf of Equalis Group
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Re: RFP COG-2139 for Cloud Solutions

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Verification requests and questions regarding DLT's status and eligibility may be referred to the following contact person:

Matthew Toth
Director, Field Engineering
303-884-0960
matt@polarity.io

Regards,

Matthew Toth

DLT Solutions
Equals Group Cloud RFP COG-2139
Vendor EULA Links

Manufacturer Terms

Apptio: <https://www.apptio.com/baseline/>

Archibus: EULA included in Supplemental Information

Aurigo Software: EULA included in Supplemental Information

Amazon Web Services: <https://aws.amazon.com/legal/>

Bio-Key: EULA included in Supplemental Information

DataWalk: EULA included in Supplemental Information

Devo Technology:

<https://www.devo.com/legal-hub/devo-terms-of-service/>

<https://www.devo.com/legal-hub/professional-services/>

<https://www.devo.com/legal-hub/support-services/>

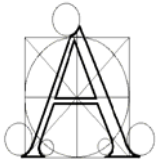
Kemp Technologies: <https://kemptechnologies.com/policies/product-end-user-license-agreement>

MicroStrategy: EULA included in Supplemental Information

NetDocuments: EULA included in Supplemental Information

Pluralsight: <https://www.dlt.com/sites/default/files/documents/2021-03/PluralSight-EULA.pdf>

Polarity: EULA included in Supplemental Information



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The UN Convention on Contracts for the Sale of Goods shall not govern this EULA; rather this EULA shall be governed and construed by the laws of the Commonwealth of Massachusetts, including its Uniform Commercial Code without reference to conflict-of-law principles. This EULA is the entire agreement between us and supersedes any other communications or advertising with respect to the Copyrighted Materials. If for any reason a court of competent jurisdiction finds any provision herein (or any part thereof) to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties and the remainder of this EULA shall continue in full force and effect. In case of inconsistency between the terms of this EULA and any translation thereof, the English language meaning shall control.

AURIGO SERVICE SUBSCRIPTION AGREEMENT

This Service Subscription Agreement (the "Agreement") is an agreement between Aurigo Software Technologies Inc. and <Insert Customer Name Here> (the "Customer"). This Agreement consists of the terms and conditions, the service level agreements ("SLAs") corresponding to the applicable Services, and the pricing and payment terms related to the applicable Services. The Services also may contain other posted notices or codes of conduct, which are incorporated by reference into this Agreement.

Please read this Agreement carefully. THIS AGREEMENT MUST BE SIGNED BY BOTH PARTIES PRIOR TO USING ANY OF THE SERVICE. CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT, INCLUDING ANY WRITTEN AND MUTUALLY AGREED MODIFICATIONS MADE TO IT FROM TIME TO TIME. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, IT MAY NOT SUBSCRIBE TO OR USE THE SERVICES.

1. DEFINITIONS

"Add-on Service" means additional functionality or services that may be ordered by Users of the Services for an additional subscription fee or charge.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under its common ownership. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity. If Customer is an agency of a state, provincial, or local government, "Affiliate" means:

1. any government agency, department, office, instrumentality, division, unit or other entity, of Customer's state, provincial or local government that is supervised by, or is part of, Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
2. any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state or province and located within Customer's state's or province's jurisdiction and geographic boundaries; and
3. any other entity in Customer's state or province expressly authorized by the laws of Customer's state or province to purchase under state or provincial contracts; provided that a state or province and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government or its Affiliates. Notwithstanding the foregoing, provincial Crown corporations are not Affiliates for the purposes of this definition. If Customer is an agency of the U.S. government, "Affiliate" means any other agency of the U.S. government. If Customer is an agency of the Canadian government, "Affiliate" means any other agency of the Canadian government, except for a federal Crown corporation.

"Annual Construction Value" or **"ACV"** means the Customer's sum of all construction costs (both direct and indirect) for the period of one fiscal year.

"Aurigo" means Aurigo Software Technologies Inc. or its Affiliates.

"CPGL" means Core Product Go Live. It is the date that the base functionality of the Aurigo Commercially Off the Shelf platform and the licensed product(s) is/are made available to Customer. This is different from Solution Go-live date when the entire solution will be hosted in a production environment.

"Client Software" means any software provided to Customer by Aurigo related to the Services.

"Confidential Information" means all terms and conditions herein, and any and all financial, sales,

marketing, pricing, customer, personnel, present or future product (including, without limitation, the source code of the Services or Client Software and all know-how and trade secrets, relating to, contained in, or embodied in the Services or Client Software, technical, research, development or other business data and information of the parties (whether communicated orally, visually, in writing, or in any other recorded or tangible form) which is not in the public domain and which: (a) either party has marked as confidential or proprietary, (b) either party, orally or in writing, has advised the other party of its confidential nature, or (c) due to its character or nature, a reasonable person in a like position and under like circumstances would treat as confidential.

"Content" means all data, including all text, sound, or image files and software that are provided to Aurigo by, or on behalf of, Customer, its Users and associated account Users through their use of the Services. The term "Content" does not apply to any test data.

It is the date that the base functionality of the Aurigo Commercial Off the Shelf Cloud Software and the licensed product(s) is/are made available to Customer. **"Customer"** means the entity that has entered into this Agreement. If an individual enters into this Agreement on behalf of a company or other legal entity, such individual represents that he or she has the authority to bind such entity to this Agreement.

"Go-Live" means the date entire configured Service is hosted and available in Aurigo's production environment for user access.

"Intellectual Property" means any intellectual or industrial property rights protected or protectable under the laws of United States of America and includes copyrights, moral rights, trade secrets, patent rights, rights in inventions, trade-marks, trade names and service marks, as well as applications for, and registrations, extensions, renewals and re-issuances of, the foregoing, in whatever form such rights may exist and whether registered or unregistered.

"License" means the rights granted by Aurigo to Customer to copy, install, use, access, display, run and/or otherwise interact with the Services and/or Client Software for, as applicable, for Customer's internal business purposes.

"Service" or "Services" means any of the Aurigo-hosted service or services to which you subscribe under this agreement.

"SLAs" means service level agreements representing commitments Aurigo makes with regard to the Services. The term "SLAs" does not apply to any Third Party Software or Third Party Services.

"Subscription" means enrollment for a Service or Services for a defined Term.

"Subscription Fee" means the annual fee Customer is required to pay for the Subscription to the Services and Client Software. Customer is required to pay the Subscription Fee in advance. Payments are due and must be paid in accordance with the Order. Price level changes are not retroactive. Prices for each price level are fixed at the time the Subscription is first placed and apply throughout the Contract Term. Subscription Fees are subject to change by Aurigo at the end of the initial Contract Term and at the end of any contract renewal term.

"Subscription Period" means the one-year period corresponding to a given Subscription Fee.

"Term" or "Contract Term" means the duration of this Agreement, as set forth on Schedule 1.

"Third Party Software" means software provided by a third party to Customer (which may or may not be used through the Services), that are subject to additional terms and conditions between the third party and Customer associated with Customer's use of such third party software. The term "Third Party Software" does not include software embedded in the Services, or provided to Customer by Aurigo as part of the Services, that are necessary for Customer's use of the Services.

"Third Party Services" means services provided by a third party to Customer (which may or may not be used through the Aurigo Services), that are subject to additional terms and conditions between the third party and Customer associated with Customer's use of such third party services. The term "Third Party Services" does not include services provided to the Customer with, or as part of, the Aurigo

Services that are necessary for Customer's use of the Aurigo Services.

"**Users**" means individuals within Customer's organization who have the right to use the Services, as dictated by the number of User Licenses purchased by Customer.

"**User Licenses**" refers to the named user license subscriptions that Customer has purchased under its Subscription for Services.

"**Work Order**" or "**Order**" means an order for Services.

"**Work Product**" means any item (tangible or intangible) which is created or produced as a result of any customization or configuration services by Aurigo. For the sake of clarity, the term "Work Product" does not include any items that are considered to be derivative works of intellectual property owned by Aurigo, including but not limited to configuration of existing code.

2. LICENSE GRANT – WHAT CUSTOMER IS LICENSED TO USE

- 2.1 **General.** Aurigo grants Customer a non-exclusive, non-transferrable, non-assignable, limited License to the Services ordered by Customer during the Term, subject to Customer's obligation to pay and any rights and limitations described in this Agreement. Customer's ability to use the Services may be affected by minimum system requirements or other factors. Aurigo reserves all rights not expressly granted. No implied licenses flow from this Agreement.
- 2.2 **Ownership.** Each party shall retain ownership of its Intellectual Property and derivative works created therefrom. Ownership rights to Work Product provided to the Customer under this Agreement will be defined in an applicable statement of work associated with that Work Product.
- 2.3 **Client Software.** Customer may need to install Client Software wherever applicable (mobile client software for iOS and Android are available subject to users being licensed to access the Services) to access and use the Services, in which case Aurigo grants Customer a non-exclusive, non-transferrable, non-assignable, limited License to the Client Software during the Term, subject to Customer's obligation to pay and any rights and limitations described in this Agreement. Customer's ability to use the Client Software may be affected by minimum system requirements or other factors. Customer may make copies of the Client Software solely to support the Services for its Users, but only to the extent the copies are true and complete copies (including copyright and trademark notices) and are made from an Aurigo approved media or a network source. Customer agrees to use reasonable efforts to make all authorized Users (as discussed in Section 2.4 below) aware that use of the Services is licensed from Aurigo and subject to the terms of this Agreement. Additional rights and restrictions for the Client Software may accompany the provision of such Client Software, and Customer agrees to abide by all such additional rights and restrictions.
- 2.4 **Authorized Users.** Only those individuals who Customer designates as authorized Users may use and access the Services. Only Users who have administrator privileges may add additional authorized Users to the Services up to and including the total number of User Licenses purchased during the Subscription Period. User Licenses cannot be shared or used by more than one individual authorized User and cannot be reassigned to a new User to replace a current authorized User who has terminated employment or otherwise changed job status or function and no longer uses the Services. However, a User who has administrator privileges may delete an authorized User from the Services and add a new authorized User to the Services to replace the former authorized User.
- 2.5 **Limitations on use.** Customer shall not (and shall not permit any third party to) copy, reverse engineer, decompile or disassemble the Services or Client Software or make works derived from any version of the Services or Client Software or attempt to generate or access the source code for the Services or Client Software, whether by

converting, translating, decompiling, disassembling or merging any part of the Services or Client Software with any other software, except where applicable law requires it despite this limitation. Customer shall not (and shall not permit any third party to) rent, lease, lend, resell, or host to or for third parties any Services or Client Software. Customer shall not circumvent or disable any usage rules or other security features of the Services or Client Software; or remove, alter or obscure any proprietary notices or labels.

3. ORDERING, PRICING, PAYMENTS, RENEWALS AND TAXES

- 3.1 Ordering.** Customer shall issue a purchase order to Aurigo for each Subscription and for each change to a Subscription during an applicable Subscription Period.

If Customer desires to increase the total number of User Licenses during a Subscription Period, Customer must purchase those additional User Licenses prior to exceeding its then-current number of authorized User Licenses. If Customer desires to reduce the total number of User Licenses, Customer may request a reduction in the number of User Licenses at any time during the applicable Subscription Period. If Aurigo assesses that Customer is eligible for such reduction, which Aurigo may determine in its sole discretion, the reduction in the number of User Licenses will be effective at the beginning of the next Subscription Period. Customer's reduction of User Licenses may trigger a price increase according to Aurigo's then-current Subscription Fee, and Customer may lose any locked-in pricing or volume discounts previously agreed with Aurigo.

If Customer has purchased an ACV-based Subscription, and if during the Contract Term, Customer uses a higher ACV than it originally purchased for the applicable Subscription period, then (i) at the end of the applicable Subscription period, Aurigo will have the right to invoice Customer in arrears at a price for the higher ACV tier actually used by Customer; and (ii) Customer will automatically be enrolled in the higher ACV tier actually used by Customer for the next applicable Subscription Period. If the Customer budget allocation changes, Customer may request a downgrade to a lower ACV tier. If Aurigo assesses that Customer is eligible for such downgrade, which Aurigo may determine in its sole discretion, Customer's downgrade to a lower ACV tier will be effective at the beginning of the next Subscription Period. There will be no refunds if Customer's ACV usage is lower than the tier selected for the then-current Subscription period. Customer's downgrade to a lower ACV tier may trigger a price increase according to Aurigo's then-current Subscription Fee, and Customer may lose any locked-in pricing or volume discounts previously agreed with Aurigo.

Any Services added to a Subscription will expire at the end of the Term. Customer may place Orders for its Affiliates under this Agreement and grant its Affiliates administrative rights to use the Services. Affiliates may not place Orders under this Agreement. To the extent Customer grants any rights to Affiliates, such Affiliates shall be bound by the terms and conditions of this Agreement. Customer agrees that it is jointly and severally liable for any Services purchased for or other actions taken by any of its Affiliates or any third party to which it provides rights under this Agreement.

- 3.2 Renewal.** The Contract Term of this Agreement is defined in the Schedule 1.
- 3.3 New agreement.** Prior to placing new Orders, renewing any Subscriptions, or further use of the Services after the end of Contract Term, and upon notice, Aurigo may require that Customer enter into an updated agreement to govern Orders, renewal Subscriptions, usage or other terms from that date forward.
- 3.4 Taxes and other Incidental Charges.** The prices and rate plans do not include any taxes, phone and the Customer's cost of their Internet access charges, mobile text messaging, wireless service and other data transmissions, unless stated otherwise. Customer is responsible for all such incidental charges and any taxes it is legally obligated to pay, including, but not limited to, paying Aurigo any applicable value

added, sales or use taxes or like taxes that are permitted to be collected from Customer by Aurigo under applicable law. If any taxes are required by law to be withheld on payments made by Customer to Aurigo, Customer may deduct such taxes from the amount owed Aurigo and pay them to the appropriate taxing authority; provided, however, that Customer shall promptly secure and deliver to Aurigo an official receipt for any such taxes withheld or other documents necessary to enable Aurigo to claim a Foreign Tax Credit. Customer will make certain that any taxes withheld are minimized to the extent possible under applicable law. If the Customer is tax exempt, it must provide a valid tax exemption certificate for Aurigo to exclude taxes from customer invoices.

3.5 Refunds. All charges are non-refundable unless expressly stated otherwise, or otherwise provided by law.

3.6 Late Payments. Payments to Aurigo are due 30 days from receiving an invoice. Aurigo may suspend or cancel the Services if Customer does not pay in full and on time.

4. TERM AND TERMINATION

4.1 This Agreement will become effective upon acceptance by the parties and will remain in force for the Term unless terminated pursuant to this Section 4.

4.2 Suspension of Services by Aurigo. Aurigo may immediately suspend Customer's use of the Services or a portion thereof at any time if (a) Aurigo believes that Customer's use of the Services represents a direct or indirect threat to its network function or integrity or anyone else's use of the Service, or (b) Aurigo is otherwise required by law to do so. Upon notification by Aurigo of any such suspension, Customer's right to use the Services will stop immediately. For the avoidance of doubt, during any suspension, the other terms of this Agreement remain in full force and effect.

Aurigo will endeavor to work with Customer to revoke a suspension, which may include the Customer taking remedial actions, after which Customer's right to use the Services will resume. If Aurigo determines in its sole discretion that a suspension cannot be revoked, then Aurigo may terminate this Agreement by written notice to Customer.

4.3 Termination by Customer. Customer may suspend Customer's use of the Services or a portion thereof at any time if Aurigo violates the terms of this Agreement. However, Customer's obligation to pay remains in effect until the date of termination.

4.4 Termination of this Agreement for Cause. A party may terminate this Agreement by written notice if the other party materially breaches this Agreement and fails to cure the breach during the Cure Period. The "Cure Period" will commence on the date the non-breaching party gives written notice of breach to the breaching party, specifying the nature of the breach, and will continue for a period of: (i) ten days in cases where the breach is the failure to pay any amounts due under this Agreement; or (ii) 30 days for all other breaches; provided that, notwithstanding the foregoing, there will be no period for curing or remedying a material breach by either party of its obligations pertaining to Confidential Information under Section 8. If Customer fails to make any payment required hereunder and fails to cure such breach within the Cure Period, Aurigo may declare all sums due and to become due hereunder immediately due and payable. If Aurigo terminates this Agreement for Customer's violation of the Agreement terms, Customer will be obligated to pay any Subscription fees due for the then-current Subscription Period.

4.5 Termination for Insolvency. This Agreement may be terminated by either party, immediately upon written notice to the other party in the event (i) the other party files a petition for bankruptcy or is adjudicated bankrupt; (ii) a petition in bankruptcy is filed against the other party and such petition is not dismissed within sixty (60) calendar days; (iii) the other party becomes insolvent or makes an assignment for the

benefit of its creditors or an arrangement for its creditors pursuant to any bankruptcy or other similar law; (iv) the other party discontinues its business; or (v) a receiver is appointed for the other party or its business.

4.6 Effect of termination. Upon termination or cancellation of the Services or this Agreement by either party for any reason, (i) Customer will immediately cease all use of the Services and Client Software, (ii) Customer shall certify in writing to Aurigo that, within 30 calendar days after termination, Customer has erased from computer memory, destroyed, or returned to Aurigo all Client Software, as well as any copies thereof on any media or in any form, whether partial or complete, whether modified or in original form, (iii) Aurigo may delete Customer's Content permanently from its servers. Notwithstanding the foregoing, Aurigo will keep Customer's Content for a period of 90 days before it is deleted from Aurigo's servers. Customer is solely responsible for taking the necessary steps, and incurring the costs, to back up its Content and ensure that it maintains its primary means of business. Termination of the Services or this Agreement or any license granted herein shall not limit either party from pursuing any other remedies available to it at law or in equity.

4.7 No liability for deletion of Content. Customer acknowledges that, other than as expressly described in these terms, Aurigo will have no obligation to continue to hold, export or return Customer's Content. Customer acknowledges that Aurigo will have no liability whatsoever for deletion of Content pursuant to these terms.

5. DATA PRIVACY

5.1 Use of Customer Data. Content and other data that Customer may provide or cause to be provided to Aurigo for use with the Services ("**Customer Data**") will be used only to provide Customer the Services, and in other limited circumstances, including troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Services, the improvement of features including but not limited to those features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam), and develop new Service capabilities. Aurigo may also use Customer Data for the limited purposes of marketing, advertising and customer communications. Customer hereby grants to Aurigo a limited, nonexclusive license to use Customer Data for the limited purposes set forth above in this Section 5.1.

Notwithstanding the foregoing, Aurigo will not otherwise disclose customer data to a third party (including law enforcement, other government entity, or civil litigant; excluding Aurigo subcontractors and affiliates) except as Customer directs or unless required by law. Should a third party contact Aurigo with a demand for customer data, Aurigo will attempt to redirect the third party to request it directly from Customer. As part of that, Aurigo may provide Customer's basic contact information to the third party. If compelled to disclose customer data to a third party, Aurigo will use commercially reasonable efforts to notify Customer in advance of a disclosure unless legally prohibited. Customer is responsible for responding to requests by third parties defined in this clause regarding Customer's use of the Service, such as a request to take down content under the Digital Millennium Copyright Act.

6. USE RIGHTS AND LIMITATIONS

6.1 SLAs. Aurigo will comply with the then-current SLA in place relating to the Services

6.2 Customer's Use. In using the Service,

Customer agrees to:

- comply with all laws;
- comply with any codes of conduct or other notices provided by Aurigo;
- keep its password secret, and
- promptly notify Aurigo if it learns of a security breach or unauthorized access related to the Service.

Customer agrees to not:

- use the Services in any way that harms Aurigo or its Affiliates, resellers, distributors and/or vendors, or any customer of the same, or the Services or other Users;
- engage in, facilitate, or further unlawful conduct;
- damage, disable, overburden or impair the Services (or the networks connected to the Services) or interfere with anyone's use and enjoyment of the Services;
- resell or redistribute the Services, or any part of the Services, unless Customer has a contract with Aurigo that permits it to do so;
- use any portion of the Services as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("spam");
- use any unauthorized automated process or service to access and/or use the Services (such as a BOT, a spider, periodic caching of information stored by Aurigo or "meta-searching"), however, periodic automated access to the Services for report creation or scheduling is permitted;
- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Services or work around any of the technical limitations in the Services;
- modify, create derivative works from, reverse engineer, decompile or disassemble or otherwise attempt to discover any trade secret contained in the Services or in any technology, or system used by Aurigo in connection with providing the Services, except and only to the extent that applicable law expressly permits Customer to do so despite this limitation;
- create a "mirror" of any content of the Services to give the impression that Customer is offering all of the functionality of the Services as its service located on its own servers;
- build a product or service using similar ideas, features, functions or graphics of the Services;
- copy any ideas, features, functions or graphics of the Services.

6.3 Use of Other Aurigo Services. Customer may need to use certain Aurigo websites or services to access and use the Services. If so, the terms of use associated with those websites or services, as applicable, apply to Customer's use of them.

6.4 Third Party Services. Aurigo or its partners may make Third Party Services available to Customer (a) through the Services or (b) that interface with the Aurigo Services. These Third Party Services are the responsibility of the Third Party Service provider, not Aurigo. The Third Party Service providers may require Customer to accept additional terms and conditions and/or pay a fee in order to use their services. Those additional terms and conditions are between Customer and the Third Party Service provider. Customer must maintain an active Subscription in order to use the Aurigo Services with Third-Party Services.

Any Third Party Service provider's use of information that Customer provides as part of using their Third Party Service is subject to the privacy statements and practices of that Third Party Service provider and/or their suppliers. Aurigo encourages Customer to review the privacy statement of these Third Party Service providers. Aurigo is not responsible for the privacy statements or privacy practices of these Third Party Service providers or their suppliers.

- 6.5 Third Party Software.** Some Third Party Software may be appropriate or necessary for use with the Service. Customer is solely responsible for any Third Party Software installed in or used with the Aurigo Services, and Customer's right to use such Third Party Software is governed by the terms of any applicable Third Party Software license agreement. Aurigo is not a party to and is not bound by any terms governing Customer's use of the Third-Party Software, and Customer acknowledges that it will direct and control the installation and use of such Third Party Software with the Aurigo Services.

Customer must maintain an active Subscription in order to use the Aurigo Services with Third Party Software. Aurigo will not run or make any copies of Third Party Software licensed by the Customer except as may be necessary to support Customer's use of the Aurigo Services. Customer may not install or use the Third Party Software in any way that would subject Aurigo's intellectual property or technology to obligations beyond those included in the Agreement. Aurigo does not, and will not have any obligation to, provide technical or other support for any Third Party Software. Aurigo does not make any representation or guaranty that any Third Party Software will operate successfully with the Services or continue performing after an update, upgrade, services patch, support fix or platform migration has been made to the Service.

- 6.6 Third Party Software and Third Party Services Release of Claims.** Aurigo will not be liable for any claims arising out of Customer's use of Third Party Software or Third Party Services, including but not limited to, claims pertaining to privacy, performance, availability, or data integrity.
- 6.7 Third Party Software and Third Party Services Indemnity for Use.** Customer will indemnify and hold harmless Aurigo for all claims resulting from, related to, or in connection with Customer's use of Third Party Software or Third Party Services associated with the Aurigo Services.
- 6.8 Use of Third Party Software or Third Party Services Websites.** If Customer accesses any third party website to use Third Party Software or Third Party Services in conjunction with the Aurigo Services, Customer must abide by the third party's terms of use, and also must abide by Aurigo's terms of use for those third party websites, as set forth in section 7.1.

7. CUSTOMER CONTENT

- 7.1 Links to third-party Web sites.** The Services may contain links to third party websites belonging to Third Party Software and Third Party Service providers. These third party websites are not under Aurigo's control and Aurigo has no responsibility for the content contained in such third party websites. If Aurigo has included these links in the Services, it provides them as a convenience to Customer only. The inclusion of these links is not an endorsement by Aurigo of any third party website, Third Party Software, Third Party Services, or any other third party service or product. Aurigo reserves the right to disable links to any third party website that Customer posts on the Services. Customer's use of any such third party website will also be subject to Aurigo's Third Party Terms of Use, available here: <http://www.aurigo.com/third-party-terms-of-use/>
- 7.2 Aurigo will not own any Content.** Aurigo performs regular backups of Content for the purpose of recovery in the event of a failure in Aurigo's data centers. However, notwithstanding the foregoing, Customer is solely responsible for the Content it provides to Aurigo through the Services either through integrations or through manual entry. Customer, not Aurigo, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use such Content. Aurigo shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Content that Customer uses with the Service.

8. CONFIDENTIALITY

- 8.1** Aurigo and Customer shall treat the terms and conditions of this Agreement, to the extent permitted by law, as confidential and shall not disclose them to any third party except in the furtherance of the parties' business relationship with each other. For government Customers, this Section is subject to the requirements of applicable trade secret, public records, or similar laws.
- 8.2 Protective Measures.** Each party acknowledges the proprietary nature of the other party's Confidential Information and the business advantage and opportunity provided thereby. Customer acknowledges and agrees that the Services and Client Software, its object code and source code, whether or not provided to Customer, and all ideas, methods, algorithms, formulae, processes, and concepts used in developing or incorporated into the Services or Client Software, all future updates and upgrades, and all other improvements, revisions, corrections, bug-fixes, hot-fixes, patches, modifications, enhancements, releases, signature sets, upgrades, and policy and database updates and other updates in, of, or to the Services or Client Software, all derivative works based upon any of the foregoing, and all copies of the foregoing are trade secrets, Confidential Information and proprietary property of Aurigo, having great commercial value to Aurigo. Accordingly, each party agrees that the Confidential Information it receives from the other party will be disclosed only to such of its employees and agents who have a need to know such particular information in furtherance of their duties and are bound to an enforceable written agreement prohibiting them from disclosing any such information to any other party or using such information except for the purposes permitted by this Agreement. Except as expressly permitted by this Agreement, neither party will use the other party's Confidential Information or disclose such information to any third party without the prior written consent of the other party.
- 8.3 Exceptions Regarding Disclosure.** Nothing in this Agreement will prevent the receiving party from disclosing the other party's Confidential Information to the extent the receiving party is legally compelled to do so by any court or governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction, on condition that prior to the disclosure, the receiving party shall (i) assert the confidential nature of the Confidential Information; (ii) immediately notify the

disclosing party in writing of the order or request to disclose; and (iii) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

8.4 Injunctive Relief. Each party acknowledges and agrees that due to the unique nature of Confidential Information, there can be no adequate remedy at law for any unauthorized use or copying of the Services or Client Software by Customer or any breach of the obligations under this Section 8 regarding Confidential Information by either party. Any such breach would result in irreparable harm to the non-breaching party and, therefore, upon any such alleged breach, the non-breaching party will be entitled to seek appropriate equitable relief, in addition to whatever remedies it might have at law, in equity or under this Agreement.

9. WARRANTIES

9.1 Limited warranty. Aurigo warrants that the Services and Client Software will conform as per specification, and will be subject to the following limitations:

- this limited warranty applies only during the Term, including any renewals ("Warranty Period");
- any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last only during the Warranty Period;
- this limited warranty does not cover problems caused by accident, abuse or use of the Services in a manner inconsistent with this Agreement, or resulting from events beyond Aurigo's reasonable control;
- this limited warranty does not apply to problems caused by the failure to meet minimum system requirements;
- this limited warranty does not apply to downtime or other interruption in access to the Services, or any other performance metrics that are addressed in an applicable SLA;
- this limited warranty does not apply to problems caused by Customer's use of any Third-Party Services, Third-Party Software and any other third-party provided goods or services; and
- This limited warranty expressly excludes any Third-Party Services, Third-Party Software and any other third-party provided goods or services.

9.2 Remedies for breach of limited warranty. If Customer notifies Aurigo within the Warranty Period that the Services or a portion thereof do not meet the limited warranty, then Aurigo will either (1) return the amount paid for the applicable Services or portions thereof during the Term, but only in an amount equal to the portion of the payments for which Customer's warranty claim applies, and only to the extent Customer requests termination of the contract, or (2) update such Services to make it conform to the limited warranty. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

9.3 DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, AURIGO PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES. AURIGO DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.

9.4 DISCLAIMER OF LIABILITY. Aurigo will not be in breach of any of its obligations under this Agreement (including in respect of any service levels, to the extent applicable) or be liable to Customer, to the extent such act or omission (which would constitute such a breach, or give rise to liability) is caused by or directly attributable to an act or omission of any third party not affiliated with Aurigo, including for the avoidance of doubt, Customer.

10. DEFENSE OF INFRINGEMENT AND MISAPPROPRIATION CLAIMS

- 10.1 Agreement to protect.** Aurigo will defend Customer against any claims made by an unaffiliated third party that any Services or Client Software infringes that third party's patent, copyright or trademark or makes intentional unlawful use of its trade secrets or confidential information. Aurigo will also pay the amount of any resulting adverse final judgment (or settlement to which Aurigo consents). This Section provides Customer's exclusive remedy for these claims.
- 10.2 What Customer must do:** Customer must notify Aurigo promptly in writing of the claim and give Aurigo control over its defense or settlement of the claim. Aurigo will work with Customer's designated representative to process and defend against the claim. Customer's designated representative must provide Aurigo with reasonable assistance in defending the claim. Aurigo will reimburse Customer for reasonable out of pocket expenses that it incurs in providing that assistance, but Aurigo will not be liable to Customer for any attorney fees of counsel hired by Customer unless Aurigo has expressly agreed to pay such fees in advance and in writing.
- 10.3 Limitations on defense obligation.** Aurigo's obligations in this Section 10 will not apply to the extent that the claim or award is based on:
- Customer's use of the Services or Client Software after Aurigo notifies it to discontinue its use due to a third party claim;
 - Customer's combination of the Services or any related Client Software with a non-Aurigo product, data or business process, including Third Party Software and Third Party Services;
 - damages attributable to the value of the use of a non-Aurigo product, data or business process;
 - Customer's use of Aurigo's trademark(s) without express written consent to do so;
 - any trade secret or undisclosed information claim, where Customer acquires the trade secret or undisclosed information (1) through improper means; (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (3) from a person (other than Aurigo) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret or undisclosed information.
- 10.4 Specific rights and remedies in case of infringement.**
- **Aurigo's rights in addressing possible infringement.** If Aurigo receives information concerning an infringement claim related to the Services or Client Software, Aurigo may, at its expense and without obligation to do so: (1) procure for Customer the right to continue to use the allegedly infringing Services and/or Client Software, (2) modify the Services and/or Client Software, or (3) replace the Services and/or Client Software with a functional equivalent, to make it non-infringing, in which case Customer will immediately stop using the allegedly infringing Services and/or Client Software after receiving notice from Aurigo.
 - **Customer's specific remedy in case of injunction.** If, as a result of an infringement claim, Customer's use of the Services or Client Software is enjoined by a court of competent jurisdiction, Aurigo will, at its option, either: (1) procure the right to continue its use; (2) replace it with a functional equivalent; (3) modify it to make it non-infringing; or (4) terminate the License as to the infringing Services and/or related Client Software and refund any amounts paid in advance by Customer for unused Services.

11. LIMITATION OF LIABILITY

11.1 Limitation on liability. Except as otherwise provided in this Section, to the extent permitted by applicable law, the liability of Aurigo and of Aurigo's contractors to Customer arising under this Agreement is limited to direct damages up to the amount Customer paid Aurigo for the Services and/or Client Software giving rise to that liability during the (1) Term or (2) twelve months prior to the filing of the claim, whichever is less. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

- Aurigo's obligations under the Section titled "Defense of infringement and misappropriation claims";
- Customer's use of Aurigo's trademark(s) without express written consent to do so;
- liability for damages awarded by a court of final adjudication for Aurigo's or its employees' or agents' gross negligence or willful misconduct;
- liabilities arising out of any breach by Aurigo of its obligations under the Section entitled "Confidentiality"; or
- liability for personal injury or death caused by Aurigo's negligence or that of its employees or agents or for fraudulent misrepresentation.

11.2 EXCLUSION OF CERTAIN DAMAGES. To the extent permitted by applicable law, whatever the legal basis for the claim, neither party, nor any of its affiliates or suppliers, will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for lost profits or revenues, business interruption, or loss of business information) arising in connection with this agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. However, this exclusion does not apply to either party's liability to the other for violation of its confidentiality obligations or of the other party's intellectual property rights.

12. VERIFYING COMPLIANCE

During the Term of any Subscription and for three years thereafter, Customer must keep all records relating to the Subscription(s) and Customer's use of the Services and/or Client Software under this Agreement. Aurigo may request that Customer conduct an internal audit of all Services in use throughout Customer's organization, comparing (i) the number of User Licenses in use to the number of User Licenses purchased by Customer or (ii) the ACV tier actually used by Customer to the ACV tier purchased by Customer, as the case may be. By requesting an audit, Aurigo does not waive its rights to enforce this Agreement or to protect Aurigo's intellectual property by any other means permitted by law. If verification or self-audit reveals any unlicensed use, Customer must promptly order sufficient User Licenses or purchase a higher ACV tier, as the case may be, to cover its past and present use. If use in excess of what Customer has purchased from Aurigo is found, Customer must also reimburse Aurigo for the costs Aurigo has incurred in verification and acquire the necessary additional User Licenses or ACV tier, as the case may be, at single retail subscription cost within 30 days.

13. MISCELLANEOUS

13.1 Notices. Notices, authorizations, and requests to Aurigo in connection with this Agreement must be sent by regular or overnight mail, or express courier, to the addresses listed below. Notices will be treated as delivered on the date shown on the return receipt. Termination of the Agreement, a Subscription, or cancellation of a Subscription initiated by a Customer should be sent via the Aurigo customer service contact.

Notices should be sent to Aurigo:	Copies should be sent to:
Addresses provided at: http://www.aurigo.com/contact/	Aurigo Software Technologies Inc. 12515-7 Research Blvd. Suite 300, Austin, TX 78759

Notices, authorizations, and requests to Customers may be emailed to account administrators Customer identifies. Notices are effective on the date on the return receipt or, for email, when sent.

Notices should be sent to the Customer:	Copies should be sent to:
<Insert Customer Name Here>	

- 13.2 Assignment.** Customer may not assign this Agreement.
- 13.3 Severability.** If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.
- 13.4 Waiver.** A waiver of any breach of this Agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.
- 13.5 Applicable law.** This Agreement is governed by the laws of the State of Texas without regard to its conflict of laws principles, except that (1) if Customer is an entity of the

U.S. Government, this Agreement is governed by the laws of the United States, and (2) if Customer is an entity of a state or local government in the United States, this Agreement is governed by the laws of that state. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement. The Services are protected by copyright and other intellectual property rights laws and international treaties.

- 13.6 Dispute Resolution.** The Parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled to the extent possible by good faith negotiations. Any dispute which the parties cannot resolve by good faith negotiations within 30 days or such longer period as the Parties may mutually agree, shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator appointed in accordance with such Rules. The arbitration will take place in Austin, TX, USA, in the English language and the arbitral decision may be enforced in any court. Notwithstanding the foregoing, claims for injunctive or equitable relief or claims regarding intellectual property rights may be brought in any competent court. Subject to the preceding arbitration provision, the parties consent to exclusive jurisdiction and venue in the state and Federal courts located in Austin, TX.
- 13.7 This Agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Aurigo software or services, subject to the terms of this Agreement.
- 13.8 Survival.** Provisions regarding fees, restrictions on use, transfer of licenses, export restrictions, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, indemnification, obligations on termination and the provisions in this Section entitled "Miscellaneous" will survive expiration or termination of this Agreement.
- 13.9 Force majeure.** Neither party will be liable for any failure in performance due to causes beyond either party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services)). This Section does not apply to Customer's payment obligations under this Agreement to the extent that any services continue during the force majeure period, for services rendered prior to the force majeure period, or once services resume following the force majeure period.
- 13.10 U.S. export jurisdiction.** The Services are subject to U.S. export jurisdiction. Customer must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.
- 13.11 Entire Agreement; Amendment.** This Agreement and the schedules thereto constitute the entire agreement between the parties and supersede all prior agreements, understandings and other communications with respect to the subject matter hereof. Except as specifically provided for in this Agreement, no modification or amendment of this Agreement will be effective unless in writing and executed by a duly authorized representative of each party.

SCHEDULE 1 - Description of Service Subscription

Product Name	Aurigo Essentials
Products SKU	ESU-PU
Contract Term	X years
# of Users	"XXX" Users
Customer Name	<Customer Name>
Time & Materials Standard Rate	\$ per Hour

Note:

1. Change Requests will require a separate statement of work, including scope, list of deliverables and cost of deliverables. Change Requests are provide on a Time & Materials basis.
2. Service Requests for configuration changes are provided on a Time & Materials basis.

SCHEDULE 2 – Support Plan & Service Level Agreement

Aurigo provides this Service Level Agreement (SLA) subject to the terms and conditions below, which will be fixed for the duration Contract Term of the Service. If a new SLA is proposed, it must be agreed upon in writing between both Aurigo and Customer.

Aurigo will provide product support to the administrative users of the system. Administrative users can contact Aurigo for support during the support times define in the purchased Support Plan.

Customer end-users must contract Customer’s helpdesk for general support. In case the Customer helpdesk is not able to resolve the issue, Customer’s designated and authorized personnel can contact Aurigo support helpdesk to help resolve the issue as set forth below. Aurigo support (business) hours are from 8 AM – 5 PM Customer Local Time (Monday through Friday, excluding US federal and state holidays).

A. Application Uptime Service Level

1. The Service Level for Application Uptime is 99.5%
2. The Monthly Application Uptime Percentage is calculated for a given calendar month using the following formula:

Monthly Uptime Percentage =		
Total number of minutes in a given calendar month	minus	Total number of minutes of Unplanned Downtime in a given calendar month
Total number of minutes in a given calendar		

3. To monitor the Service and to ensure availability, Customer agrees to provide a read-only user account to access Customer’s instance of the Service.

B. Claims against Application Uptime Service Level

1. Customer may stake a claim if the Application availability does not meet uptime service level guarantee. In order to make a claim against Application Uptime Service Level, Customer account should be active and in good standing.
2. Customer must submit a formal claim to billing support at support@aurigo.com.
3. Customer must provide all reasonable application downtime details related to the Claim.
4. Customer must provide sufficient evidence to support the Claim, by the end of the month following the month in which the Incident which is the subject of the Claim occurs (for example, Incident occurs on January 15th, Customer provides Notice on January 20th, Customer must provide sufficient evidence to support the Claim by February 28th).
5. Aurigo will use all information reasonably available to it to validate Claims and make a good faith judgment on application uptime Service Level.
6. Aurigo will use commercially reasonable efforts to process Claims within 45-days.

C. Incident (application issue) definitions and support process

Aurigo commits to responding to support requests in a timely manner. Application issues (incidents) are defined in the table below.

Severity Level	Category	Description
1	Urgent	Service outage has halted normal functioning of business. Service is completely inaccessible to users or Service is unusable because of severe performance degradation.
2	High	Major functionality in the Service is not working as designed and having a high impact on portions of the Customer's business and impacting majority of users. If a reasonable workaround is found for an "urgent" issue, it can be downgraded to "high" with Customer's consent.
3	Normal	Partial, non-critical loss of use of the Service with a medium-to-low impact on business. However, business can continue to function. If a reasonable workaround is found for a "high" issue, it can be downgraded to "normal" with Customer's consent.
4	Low	Minor inconveniences. Clarifications are also categorized as "low". If a reasonable workaround is found for a "normal" issue, it can be downgraded to "low" with Customer's consent.

The Service level time will be measured from the first communication to Aurigo via email or the support line or support website during standard business support hours. The support clock will pause if Aurigo is waiting for Customer approval, clarification or confirmation for corrective change. This applies to all severity levels.

For all incidents, Aurigo will provide the progress on incident resolution in the following way:

- o Severity Level 1 (Urgent) – Aurigo helpdesk will respond to Severity 1 incidents within 1 business hour of the first contact by Customer. Resolution of severity 1 tickets is guaranteed within 4 hours of receiving sufficient details of the incident from the Customer. Customer will be updated every 60 minutes until resolution. All Severity 1 incidents are escalated to Aurigo's Head of Customer Success team within first 60 minutes.
- o Severity Level 2 (High) – Aurigo helpdesk will respond to Severity 2 incidents within 4 business hours of the first contact by Customer. Within 3 business day, Aurigo will either resolve the issue or provide a committed date to fix the issue.
- o Severity Level 3 – Aurigo helpdesk will respond to Severity 3 incident within 4 business hours of the first contact by Customer. Within 10 business day, Aurigo will either resolve the issue or provide a committed date to fix the issue.
- o Severity Level 4 – Aurigo helpdesk will respond to Severity 4 incident within 6 business hours of the first contact by Customer.

D. Exclusions

1. Unplanned Downtime does not include:
 - a. The period of time when the Service is not available as a result of Planned Downtime or
 - b. The following performance or availability issues that may affect the Service:
 - i. Due to factors outside Aurigo's reasonable control;
 - ii. That resulted from Customer's or third party's, or Customer's use of any third party, hardware, software or services (including Third Party Software or Third Party Services, as defined in this Agreement);
 - iii. That resulted from actions or inactions of Customer or third parties;
 - iv. That resulted from actions or inactions by Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Aurigo's network by means of Customer's passwords or equipment.
 - v. That were caused by Customer's use of the Service after Aurigo advised Customer (through an email to a Customer representative) to modify its use of the Service, if Customer did not modify its use as advised;
2. SLAs are applicable to production systems only

E. Definitions:

1. **"Claim"** means a claim submitted by Customer to Aurigo that a Service Level under this SLA has not been met and that a Service Credit may be due to Customer.
2. **"Downtime"** means a period of time when Service is not functional and is not available to Customers for use.
3. **"Incident"** means an unplanned interruption or degradation in Service.
4. **"Monthly Uptime Percentage"** is calculated on a calendar month basis (according to the formula set forth in Section A) using data collected about the Service's availability for a given calendar month by a third-party provider who makes frequent log-in attempts to the Service on a 24-hour/seven day a week basis.
5. **"Planned Downtime"** means published maintenance windows or times when Aurigo notifies Customer of periods of scheduled Downtime for network, hardware, Service maintenance, or Service upgrades at least 5 days before the commencement of such Downtime. If an emergency Downtime is required (such as a fix to a zero-day vulnerability), Aurigo is authorized to give Customer notification that is less than twenty-four (24) hours before the required downtime. Except all Emergency Downtime, Customers approval is mandatory for Scheduled Downtime. For Emergency Downtime, Customer will be notified. Every month, a three hour maintenance (over weekend) is scheduled for security patching.
6. **"Service Level"** means the percentage of Service availability for a given month that Aurigo agrees to provide Customer, which is measured by the Monthly Uptime Percentage.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

[< Insert Customer Name Here >]

Signature

Printed Name

Printed Title

AURIGO SOFTWARE TECHNOLOGIES

Signature

Balaji Sreenivasan
Chief Executive Officer

BIO-KEY INTERNATIONAL, INC.

MASTER SUBSCRIPTION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE PROGRAM. BIO-KEY WILL LICENSE THE PROGRAM TO YOU ONLY IF YOU FIRST ACCEPT THE TERMS OF THIS AGREEMENT. BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, OR USING THE PROGRAM OR BIO-KEY SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY, OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS.

IF YOU DO NOT AGREE TO THESE TERMS,

- **DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, OR USE THE PROGRAM OR SERVICE;**
- AND**
- **PROMPTLY NOTIFY BIO-KEY THAT YOU DECLINE THESE TERMS.**

This Master Subscription Agreement (this "Agreement") is entered into as of the ____ day of _____, 20__ (the "Effective Date") between BIO-key International, Inc. ("BIO-key") and your organization ("Customer") as of the Effective Date (as defined below).

By accepting this Agreement on behalf of Customer, you represent that you have the authority to bind Customer to the terms of this Agreement. If you lack such authority, or if you do not agree with the terms and conditions of this Agreement, you must not accept this Agreement, may not use the Service and/or any POC, must notify BIO-key immediately of your non-acceptance, and must uninstall all BIO-key software not licensed to Customer under a separate agreement.

1. Hosted SaaS Services, On-Premise Installations, and Professional Services.

- 1.1. BIO-key's Obligations. BIO-key provides its products via hosted Software as a Service ("Service") offerings, as well as on-premise software object code runtime licenses ("On-Premise" or "Program").
- 1.2. Hosted Service. If the Order Forms specify that BIO-key is to provide hosted services, BIO-key shall make the Service available to Customer pursuant to this Agreement and the applicable Order Form during the Term, and grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable (except as expressly permitted according to Section 14.1) right to allow its Users to access and use the Service in accordance with the Documentation, solely for Customer's business purposes, during the Term.
 - a) Hosted Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:
 - (i) BIO-key has and will retain sole control over the hosted services operation, provision, maintenance, and management of the Services; and
 - (ii) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, Customer Systems, and sole responsibility for all access to and use of the BIO-key Materials by any person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or BIO-key; (ii) results obtained from any use of the Services or BIO-key Materials; and (iii) conclusions, decisions, or actions based on such use.

- 1.2. On-Premise Server License Grant. If the Order Forms specify that BIO-key has licensed on-Premise server software, then during the term, and subject to all of the terms and conditions of this Agreement, BIO-key hereby grants to Customer a limited, non-transferable, and non-exclusive subscription license, without the right to sublicense to others, to install and use the Licensed Software in Object Code form solely to serve the internal authentication, identification and security needs of Licensee's business for the number of Enrolled Users and subject to any limitations specified in the Pricing and Information Sheet, including, but not limited to, a term for use as a Subscription License. The license grants to the Other Products shall be as set forth in their applicable Sublicense Agreements attached hereto.
- a) Limitations. Licensee's use of the Licensed Software shall be limited to the purposes and scope set forth in this Section 1.2(a). Without limiting the generality of the foregoing, the Licensee shall not (i) modify, port, translate, localize, or create derivative works of the Licensed Software except as permitted herein; (ii) decompile, disassemble or otherwise reverse engineer the Licensed Software or permit third parties to do so, except as permitted by law; (iii) sublicense or otherwise transfer the Licensed Software; (iv) bypass or breach any security device or protection used by the Services or BIO-key Materials or access or use the Services or BIO-key Materials other than by an Authorized User through the use of his or her own then valid Access Credentials; (v) input, upload, transmit, or otherwise provide to or through the Services or BIO-key Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code; (vi) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, BIO-key Systems, or BIO-key provision of services to any third party, in whole or in part; (vii) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, EULA, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or BIO-key Materials, including any copy thereof; (viii) access or use the Services or BIO-key Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other BIO-key customer), or that violates any applicable Law; (ix) access or use the Services or BIO-key Materials for purposes of competitive analysis of the Services or BIO-key Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the BIO-key detriment or commercial disadvantage; (x) access or use the Services or BIO-key Materials in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage; or (xi) otherwise access or use the Services or BIO-key Materials beyond the scope of the authorization granted under this Section 1.2(a).
- 1.3. Reservation of Rights. All rights, including but not limited to Intellectual Property Rights, not expressly granted hereunder by BIO-key, are reserved by BIO-key or its licensors.
- 1.4. Client Software License Grant. During the term, and subject to all of the terms and conditions of this Agreement, including without limitation the open source license provisions incorporated by reference and available for review at <https://www.bio-key.com/policies-and-legal/msa/BIO-keyOSSv1.1.pdf>, BIO-key hereby grants to Customer a limited, non-transferable and non-exclusive subscription license, without the right to sublicense to others, to install and use except for its Enrolled Users, to install and use the client credential provider (desktop) or other on-premise authentication and connector software ("Software"), solely for Customer's own internal or its customer- and partner-facing operational purposes. Customer shall not provide a copy of the Software to any third party except as may be required to provide independent contractor access to Customer Systems for Customer's benefit.
- a) Customer represents that its payment of license or subscription fees for the Service, On-Premise, or the purchase of Professional Services is neither contingent upon the delivery of any future features, application or operating system support or functionality nor in reliance on any oral or written

statements by BIO-key with respect to future features, application or operating system support or functionality or features. BIO-key covenants to comply with all Laws applicable to its provision of the Service. BIO-key covenants to use commercially reasonable efforts to make the Service available to Customer 24 hours a day, 7 days a week during the term (except for any unavailability caused by Planned Downtime or Force Majeure event).

1.5. Customer's Obligations.

- a) Customer is responsible for all activities conducted under its and its Users' logins to the Service. Customer shall use the Service in compliance with this Agreement, the applicable Order Forms, Documentation, and all applicable Laws and shall not: (i) copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Service, or any part thereof, or make it available to anyone other than its Users; (ii) except as otherwise set forth in an Order Form, send or store in the Service any personal health information, credit card data, personal financial data or other sensitive data that may be, without limitation, subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards; (iii) send or store infringing or unlawful material in connection with the Service; (iv) send or store Malicious Code to the Service; (v) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Service or the data contained therein; (vi) modify, copy or create derivative works based on the Service, or any portion thereof; (vii) access the Service for the purpose of building a competitive product or service or copying its features or user interface; (viii) delete, alter, add to or fail to reproduce in and on the Service the name of BIO-key and any copyright or other notices appearing in or on the Service or which may be required by BIO-key at any time.
- b) Any use of the Service constituting a breach of this Agreement, Documentation, or Order Forms by Customer or its Users that in BIO-key's judgment threatens the confidentiality, security, integrity, or availability of the Service may result in BIO-key's immediate suspension of Customer's access to the Service; however, BIO-key will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.
- c) Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used; (b) provide BIO-key Personnel with such access to Customer's premises and Customer Systems as is necessary for BIO-key to perform the Services in accordance with the Availability Requirement and Specifications; and (c) provide all cooperation and assistance as BIO-key may reasonably request to enable BIO-key to exercise its rights and perform its obligations under and in connection with this Agreement.
- d) Effect of Customer Failure or Delay. Customer agrees that BIO-key shall not be responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "Customer Failure").
- e) Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 1, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and BIO-key Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify BIO-key of any such actual or threatened activity.
- f) Service Management. Customer shall, throughout the Term, maintain within its organization a service manager to serve as Customer's primary point of contact for day-to-day communications,

consultation, decision-making, consents, and approvals regarding this Agreement. Customer shall ensure its service manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity. The parties' initial service managers are identified in Sales Order/Quotation and may be updated by either party from time to time. Customer shall use commercially reasonable efforts to maintain the same service manager in place throughout the Term. If the service manager ceases to be employed by Customer or Customer otherwise wishes to replace its service manager, Customer shall promptly name a new service manager by written notice to BIO-key.

- 1.6. Non-Solicitation. During the Term and for one year after, Customer shall not, and shall not assist any other Person to, directly or indirectly, recruit or solicit for employment or engagement as an independent contractor any Person then or within the prior 12 months employed or engaged by BIO-key or any Subcontractor and involved in any respect with the Services or the performance of this Agreement. In the event of a violation of this Section 1.6, BIO-key will be entitled to liquidated damages equal to the compensation paid by BIO-key to the applicable employee or contractor during the prior six months. The parties agree that assessing actual damages would be difficult, and that these liquidated damages are a reasonable estimate of the damages that would be incurred by BIO-key.
- 1.7. Professional Services. Customer and BIO-key may enter into Statements of Work that describe the specific Professional Services to be performed by BIO-key. If applicable, while on Customer premises for Professional Services, BIO-key personnel shall comply with reasonable Customer rules and regulations regarding safety and conduct made known to BIO-key in writing prior to such engagement and will, at Customer's reasonable request, promptly remove from the project any BIO-key personnel not following such rules and regulations.
- 1.8. Customer Affiliates. Customer Affiliates may purchase and use the Service and Professional Services subject to the terms of this Agreement by executing Order Forms or Statements of Work hereunder that incorporate by reference the terms of this Agreement, and in each such case, all references in this Agreement to Customer shall be deemed to refer to such Customer Affiliate for purposes of such Order Form(s) or Statement(s) of Work. A Customer Affiliate agrees to be bound by this Agreement and the applicable Order Forms or Statements of Work executed by the Customer Affiliate.
- 1.9. Changes. BIO-key reserves the right, in its sole discretion, to make any changes to the Services and BIO-key Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of BIO-key services to its customers; (ii) the competitive strength of or market for BIO-key services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law. Without limiting the foregoing, Customer may, at any time during the Term, request in writing changes to the Services. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in a written change order signed by both parties.
- 1.10. Subcontractors. BIO-key may from time to time at its discretion engage third parties to perform Services (each, a "Subcontractor").
- 1.11. Suspension or Termination of Services. BIO-key may, directly or indirectly, and by use of any lawful means, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other person's access to or use of all or any part of the Services or BIO-key Materials, without incurring any resulting obligation or liability, if: (a) BIO-key receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires BIO-key to do so; or (b) BIO-key believes, in its good faith discretion, that: (i) Customer or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the Specifications; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is

terminated. This Section 1.11 does not limit any of BIO-key’s other rights or remedies, whether at law, in equity, or under this Agreement.

2. **Purchasing Through a BIO-key Partner.** This Agreement specifies the terms and conditions under which BIO-key products and services will be provisioned by BIO-key to Customer, whether purchased directly through BIO-key or indirectly through an authorized BIO-key Partner. Purchases through a BIO-key Partner will be placed through a separate agreement or ordering document between Customer and a BIO-key Partner (the "Partner Sales Agreement") which shall address, as between Customer and a BIO-key Partner, any terms and conditions relating to the quantity of products and services purchased, fees, payment (including any applicable refunds), taxes, and renewals. The Partner Sales Agreement is between Customer and the BIO-key Partner and is not binding on BIO-key, and any disputes related to the Partner Sales Agreement shall be handled directly between Customer and the BIO-key Partner. In the event of any conflict between this Agreement and a Partner Sales Agreement, this Agreement shall govern as between BIO-key and Customer. Customer understands and agrees that certain BIO-key products or services purchased through a BIO-key Partner are subject to additional product-specific terms available at <https://www.bio-key.com/policies-and-legal/msa> (or its successor site).

3. **Support Services.** During the applicable Term, BIO-key shall provide Support Services to Customer in accordance with BIO-key's then-current support policy, and as identified in the applicable Sales Order/Quotation Form ("Fees"). In the event that the level of support is not identified in the Order Form, Customer shall receive a "standard" level of support, as defined in Section 3.2, that is included in the Service at no additional cost. Any updates or modifications to the Support Services will not materially diminish BIO-key's responsibilities under the support policy during the applicable Term.

3.1. **Incident Severity Levels.**

The following categorizations shall be applied to incidents depending on the severity of the impact on Customer. Support issues are categorized according to a severity or priority scale. BIO-key support efforts are prioritized based on the severity level of the issue, and on the support level of the Customer organization. Technical support requests within a severity level are generally processed on a first-come, first-served basis. The Priority / Severity of a support ticket is set according to the guidelines listed below. Please keep in mind the descriptions below are guidelines and do not cover every possible condition or technical situation. Severity levels are further queued in the context of BIO-key Support Service Level Agreements by Technical Support Package as outlined below in this Section 3.2.

Severity Level	Definition	Examples
P1	A service failure or severe degradation. Customer is unable to access any business resources or users are unable to access a critical business application. Total system unavailability for all users.	<ul style="list-style-type: none"> - Service is down and not accessible by users. - Service is slowed to such a degree that multiple users cannot log in, resulting in consistent “page not found errors” or similar. - Users cannot access an important business application like email, payroll, financial reporting, etc.
P2	A partial service failure or mild degradation. Customer is able to access some, but not all business resources. Non-production instance of the service is unavailable. Bug creating significant impact to existing service or application integration. Partial system unavailability for at least 50% of users.	<ul style="list-style-type: none"> - Customer lacks write-access to the administrative console. - Users can access PortalGuard, but access is slow, sometimes resulting in “page not found” messages or similar, with access functioning as expected upon page refresh. - Issue with Preview (non-Production) environment.
P3	Minor service impact. Non-critical bug. Difficulty integrating new business or personal application with PortalGuard. Customer is able to access almost all business resources. Functional limitation – no	<ul style="list-style-type: none"> - One user is not able access a business application. - Customer is unable to successfully integrate a new business application with PortalGuard.

Severity Level	Definition	Examples
	workaround. Partial system unavailability for at least 10% of users.	
P4	Minor service impact or feature enhancement request. Customer is able to access almost all business resources. Functional limitation with workaround in place.	- How-To Session with Customer or - Feature Enhancement Request.

3.2. Technical Support Services. BIO-key Support Team staff makes every possible effort to respond to support incidents in accordance with the time frames defined in the Support Service Level Agreement (SLA). Per the Agreement, initial response times and follow-up response times vary based on the Customer Support Package a customer has purchased and the Customer Support Ticket Severity / Priority Definition. Customers shall select and pay the amount outlined in the Sales Order/Quotation Form ("Fees") for the BIO-key Customer Support Package option of their choosing in accordance with this Section 3.2.

Technical Support Packages:

- (i) Standard Support Package – (12x5)
- (ii) Platinum Support Package – (24x7)

The Technical Support Package **response times** are as follows:

Standard Support Package – (12x5)

Standard Support Hours: 12 hours/day x 5 days/week, excluding BIO-key holidays (8:00am - 8:00pm Eastern time US)

Severity Level	First Response	Subsequent Updates
P1	4 Hours (During Normal Business Hours)	1 Business Day (12 Business Hours)
P2	1 Business Day (12 Business Hours)	2 Business Days (24 Business Hours)
P3	2 Business Days (24 Business Hours)	3 Business Days (36 Business Hours)
P4	2 Business Days (24 Business Hours)	3 Business Days (36 Business Hours)

Platinum Support Package – (24x7)

Platinum Support Hours: 24 Hours/Day x 7 Days/Week x 365 Days/Year

Severity Level	First Response	Subsequent Updates
P1	1 Hour	2 Hours
P2	2 Hours	8 Hours
P3	24 Hours	48 Hours
P4	24 Hours	48 Hours

3.3. Access to the BIO-key's Licensee Center. With a Technical Support Package, Customer can use the Licensee Center to immediately:

- (i) Request remote technical support via online meeting services (for example: GoToMeeting)
- (ii) All P1 & P2 incidents (regardless of support tier) must be reported by phone for BIO-key to honor the documented response times published above.
- (iii) All P3 & P4 incidents, for the Platinum Support tier, must be reported by phone for BIO-key to honor the documented response times published above.
- (iv) Access a Product Knowledge Database (FAQ, User documentation, enhancement requests)
- (v) Review Product Release Notes (Bug fixes, new features)

4. Hosted Service Levels and Availability.

4.1. Hosted Service Level Commitments by BIO-key.

- (i) Availability. Throughout each Measurement Period, the core components of the Software shall be available for Customer's use at least 99.5% of the time.
- (ii) Downtime and Emergency Unavailability. BIO-key shall undertake commercially reasonable efforts to rectify any Downtime or Emergency Unavailability.
- (iii) Notice of Emergency Unavailability. If possible, BIO-key shall make commercially reasonable efforts to provide the Customer reasonable notice prior to making the material components of the Software unavailable for Customer use during Emergency Unavailability.

4.2. Hosted Service Reporting, Investigation & Classification.

- (i) Reporting Required. To be eligible for Downtime Credits described below, Customer must report Incidents to BIO-key that it considers Downtime immediately, but in no event later than 24 hours from when Customer became aware of, or reasonably should have become aware of, the occurrence; failure to make timely reports to BIO-key shall render Customer ineligible for any Downtime Credit for the untimely-reported Incident under this Agreement. In reporting, the Customer shall provide BIO-key sufficient information to investigate and classify the Incident, including: date, duration, and description of Incident.
- (ii) Investigation. BIO-key shall investigate and reasonably classify any reported outage/occurrence as Scheduled Unavailability, Emergency Unavailability, or Downtime. In making its classification, BIO-key shall rely solely upon its own statistics software and monitoring equipment, and any good faith determination as to the nature or cause of the outage shall be presumptively determinative as to entitlement to Downtime Credits.
- (iii) Downtime Credit. If after investigation and classification, BIO-key determines that Service Downtime during the Measurement Period was such that Availability fell below the level stated in this section, the Customer shall be entitled to a credit of a portion of the Fees paid for Services to be provided during the relevant Measurement Period, calculated on the following basis:

<u>Availability</u>	<u>Client credit</u>
99.5% ≤ x	N/A
99% ≤ x < 99.5%	1% of Licensee's Fees for that Measurement Period
98.5% ≤ x < 99%	2.5% of Licensee's Fees for that Measurement Period
98% ≤ x < 98.5%	5% of Licensee's Fees for that Measurement Period
x < 98%	10% of Licensee's Fees for that Measurement Period

- (iv) Applications of Credit; Sole Remedy. Any credit so determined may only be applied against subsequent Fees invoiced for the next annual period and shall be the Licensee's sole remedy if that Availability falls

below the level stated in this section; provided, however, that if this Agreement or the relevant Order is terminated or expires such that the entire credit cannot be applied for the Licensee benefit, the Supplier shall at its option refund such amount to the Licensee, or provide a credit for Services to be continued at no charge.

5. Security.

- 5.1. Security. BIO-key shall maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Service and the Customer Data as described in the applicable BIO-key Trust and Compliance Documentation. BIO-key will conform with security protocols which are further described in any audit reports or other similar independent third-party annual audit report ("Audit Report"). Upon Customer's request, BIO-key shall provide Customer with a copy of BIO-key's then-current Audit Report. During the Term, BIO-key shall not materially diminish the protections provided by the controls set forth in BIO-key's then-current Audit Report.

Except with respect to a POC, to the extent that BIO-key processes any Personal Data (as defined in BIO-key's Data Processing Addendum) on Customer's behalf in the provision of the Service, the Data Processing Addendum at <https://www.BIO-key.com/trustandcompliance> ("DPA") may be updated by BIO-key if required by applicable Law, which is hereby incorporated by reference, shall apply and the parties agree to comply with such terms. For purposes of the Standard Contractual Clauses attached to the DPA, when and as applicable, Customer and its applicable Affiliates are each the data exporter, and Customer's signing of or entering into this Agreement, and any applicable Affiliate's signing of or entering into an Order Form, shall be treated as signing of the Standard Contractual Clauses and their Appendices.

- 5.2. Information Security. BIO-key will employ security measures in accordance with BIO-key's Data Privacy and Security Policy as amended from time to time, a current copy of which is available upon request.
- 5.3. Data Breach Procedures. BIO-key maintains a data breach plan in accordance with the criteria set by its Office of Compliance and shall implement the procedures required under such data breach plan on the occurrence of a data breach (as defined in such plan).
- 5.4. Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("Customer Systems"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and BIO-key Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.
- 5.5. Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures, and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

6. Confidentiality. Each party agrees to protect the Confidential Information (as defined below) of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event using less than a reasonable standard of care. A party shall not disclose or use any Confidential Information of the other party for any purpose outside the scope of this Agreement, without the disclosing party's prior written permission. A party may disclose the other party's Confidential Information to its employees, contractors, agents, and Affiliates that have signed an agreement containing disclosure and use provisions

substantially similar to those set forth herein and have a "need to know" in order to carry out the purpose of this Agreement. Confidential Information shall not include any information that (a) is or becomes generally known to the public, other than as a result of the act or omission of the receiving party; (b) was rightfully known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (c) is lawfully received from a third party without breach of any obligation owed to the other party; or (d) was independently developed by a party without breach of any obligation owed to the other party. If a party is compelled by law to disclose Confidential Information of the other party, it shall provide prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

Due to the unique nature of the parties' Confidential Information disclosed hereunder, there may be no adequate remedy at law for a party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching party. Therefore, upon any such breach or threat thereof, the party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it. Confidential Information is and shall remain the property of the disclosing party.

7. Ownership and Feedback.

7.1. Customer Data. As between BIO-key and Customer, Customer owns its Customer Data. Customer grants to BIO-key, its Affiliates, and applicable contractors a worldwide, limited-term license to host, copy, transmit and display Customer Data, as reasonably necessary for BIO-key to provide the Service in accordance with this Agreement. Subject to the limited licenses granted herein, BIO-key acquires no right, title, or interest in any Customer Data. Customer shall be responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Customer Data. Customer represents, warrants, and covenants to BIO-key that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by BIO-key and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, Biometric Information Privacy Act, GDPR, California Consumer Privacy Act or any privacy or other rights of any third party or violate any applicable Law. As it applies to GDPR and other similar regulatory regimes, BIO-key is a Processor, and Customer is a Controller. Customer is solely responsible for executing the necessary standard contractual clauses in order to allow for BIO-key to process Customer's data in the locations BIO-key may do so.

7.2. BIO-key Ownership of the Service. Except for the rights expressly granted under this Agreement, BIO-key and its licensors retain all right, title, and interest in and to the Service, Documentation, and Professional Services, including all related intellectual property rights inherent therein. If Customer purchases Professional Services, BIO-key grants to Customer a worldwide, non-exclusive, non-transferable (except as expressly permitted in Section 14.1), non-sublicensable right to use the Professional Services solely for Customer's use with the Service. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement.

7.3. Feedback. BIO-key shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into its products and services any Feedback. BIO-key shall have no obligation to use Feedback, and Customer shall have no obligation to provide Feedback.

8. Fees, Expenses, and Taxes.

8.1. Fees. Customer agrees to pay BIO-key or the Partner representing BIO-key all fees set forth in the applicable Order Form ("Fees") in accordance with this Agreement and the Order Form. If not otherwise specified on an Order Form, all such Fees (except Fees subject to a good faith dispute) will be due within thirty (30) days of the invoice date. Except as otherwise specifically provided in this Agreement, all Fees paid and payable to BIO-key or Partner hereunder are non-cancelable and non-refundable. If Customer fails to pay any Fees due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of Law, (i) BIO-key reserves the right to suspend the

Service upon thirty (30) days written notice, until such amounts are paid in full, and (ii) BIO-key will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable Law until Customer pays all amounts due; provided that BIO-key will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue.

8.2. Expenses. Unless otherwise specified in the applicable Statement of Work, upon invoice from BIO-key, Customer will reimburse BIO-key for all pre-approved, reasonable expenses incurred by BIO-key while performing the Professional Services, including without limitation, transportation services, lodging, and meal and out-of-pocket expenses related to the provision of the Professional Services. BIO-key will include reasonably detailed documentation of all such expenses with each related invoice.

8.3. Taxes. Fees do not include and may not be reduced to account for any taxes including any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder (excluding taxes based on BIO-key's net income or property), unless Customer provides BIO-key with a valid tax exemption certificate authorized by the appropriate taxing authority.

9. Warranties and Disclaimer.

9.1. Warranties.

a) Service. Each party warrants that it has the authority to enter into this Agreement. BIO-key warrants that during the applicable Term: (i) the Service shall perform materially in accordance with the applicable Documentation; (ii) BIO-key will employ then-current, industry-standard measures to test the Service to detect and remediate Malicious Code designed to negatively impact the operation or performance of the Service, and (iii) the overall functionality of the Service will not be materially decreased as described in the applicable Documentation. BIO-key shall use commercially reasonable efforts to correct the non-conforming Service at no additional charge to Customer, and in the event BIO-key fails to successfully correct the Service within a reasonable time of receipt of written notice from Customer detailing the breach, then Customer shall be entitled to terminate the applicable Order Form as to the non-conforming Service and receive an immediate pro rata refund of any prepaid, unused Fees for the non-conforming Service. The remedies set forth in this subsection will be Customer's sole remedy and BIO-key's entire liability for breach of these warranties unless the breach of warranties constitutes a material breach of this Agreement and Customer elects to terminate this Agreement in accordance with Section 13.2 entitled "Termination." The warranties set forth in this subsection shall apply only if the applicable Service has been utilized in accordance with the Documentation, this Agreement, and applicable Law.

b) Professional Services. BIO-key warrants that the Professional Services will be performed in a good and workmanlike manner consistent with applicable industry standards. As Customer's sole remedy and BIO-key's entire liability for any breach of the foregoing warranty set forth in this Section 9.1(a), BIO-key will, at its sole option and expense, promptly re-perform the non-conforming Professional Services or refund to Customer the fees paid for the non-conforming Professional Services; provided that Customer notifies BIO-key no later than thirty (30) days after delivery of such Professional Services.

9.2. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH UNDER SECTION 9.1(A) AND (B), BIO-KEY AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES RELATING TO THE SERVICE, PROFESSIONAL SERVICES, OR OTHER SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES

WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED. BIO-KEY MAKES NO WARRANTY REGARDING ANY NON-BIO-KEY APPLICATION WITH WHICH THE SERVICE MAY INTEROPERATE.

10. Limitation of Liability.

- 10.1. Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES TO BIO-KEY OR TO A BIO-KEY PARTNER HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12)-MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION SHALL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND CUSTOMER'S AFFILIATES' PAYMENT OBLIGATIONS UNDER THE 'FEES' SECTION 8 ABOVE AND WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
- 10.2. Excluded Damages. IN NO EVENT WILL EITHER PARTY (OR BIO-KEY'S THIRD PARTY LICENSORS) BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, COVER, LOST PROFITS OR REVENUES, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING EXCLUSIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. Indemnification.

- 11.1. BIO-key Indemnification Obligation. Subject to Section 11.3, BIO-key will defend Customer from any and all Claims brought against Customer alleging that the Service, as provided by BIO-key to Customer under this Agreement, infringes any patent, copyright, or trademark or misappropriates any trade secret of any third party (each, an "Infringement Claim"). BIO-key will indemnify Customer for all damages, costs, reasonable attorneys' fees finally awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by BIO-key, in connection with an Infringement Claim. In the event of any such Infringement Claim, BIO-key may, at its option: (i) obtain the right to permit Customer to continue using the Service, (ii) modify or replace the relevant portion(s) of the Service with a non-infringing alternative having substantially equivalent performance within a reasonable period of time, or (iii) terminate the applicable Order Form as to the infringing Service and provide a pro rata refund of any prepaid, unused Fees for such infringing Service. Notwithstanding the foregoing, BIO-key will have no liability for any Infringement Claim of any kind to the extent that it results from: (1) modifications to the Service made by a party other than BIO-key, (2) the combination of the Service with other products, processes or technologies (where the infringement would have been avoided but for such combination), or (3) Customer's use of the Service other than in accordance with the Documentation or this Agreement. The indemnification obligations set forth in this Section 11.1 are BIO-key's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.
- 11.2. Customer Indemnification Obligation. Subject to Section 11.3, Customer will defend BIO-key from any and all Claims brought against BIO-key alleging a violation of a third party's rights arising from Customer's provision or use of the Customer Data. Customer will indemnify BIO-key for all damages, costs, reasonable attorneys' fees finally awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by Customer, in connection with such Claims.

- 11.3. Indemnity Requirements. The party seeking indemnity under this Section 11 ("Indemnitee") must give the other party ("Indemnitor") the following: (a) prompt written notice of any Claim for which the Indemnitee intends to seek indemnity, (b) all cooperation and assistance reasonably requested by the Indemnitor in the defense of the Claim, at the Indemnitor's sole expense, and (c) sole control over the defense and settlement of the Claim, provided that the Indemnitee may participate in the defense of the Claim at its sole expense and any settlement by the Indemnitor does not include an admission of liability by the Indemnitee.
12. Customer Name Use. BIO-key may use Customer's name to identify Customer as a BIO-key customer of the Service, including on BIO-key's public website. The use of Customer's name shall not be deemed Customer's endorsement of the Product or Service.
13. Term, Termination, and Effect of Termination.
- 13.1. Term. The term of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms have expired or has otherwise been terminated. Subscription to the Service commences on the subscription start date and is for the Term as set forth in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions to the Service will automatically renew for additional terms equal to the expiring Term, unless and until either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the then-current Term.
- 13.2. Termination. Either party may terminate this Agreement by written notice to the other party (i) in the event the other party materially breaches this Agreement and does not cure such breach within thirty (30) days of such notice, or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer pursuant to this Section 13.2, BIO-key will refund Customer a pro-rata portion of any prepaid fees that cover the remainder of the applicable Term after the effective date of termination and a pro-rata portion of any prepaid Professional Services fees that cover Professional Services that have not been delivered as of the effective date of termination. For clarity, a breach or termination of any Statement of Work shall not be considered a breach or termination of this Agreement or any Order Form.
- 13.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, all rights, and subscriptions granted to Customer (including all Order Forms) will immediately terminate, and Customer will cease using the Service (except as otherwise permitted in the "Retrieval of Customer Data" section of the 'Trust and Compliance' Documentation) and BIO-key Confidential Information. Termination for any reason other than termination for cause by Customer pursuant to Section 13.2 shall not relieve Customer of the obligation to pay all future amounts due under all Order Forms. The sections titled "Definitions," "Confidentiality," "Ownership and Feedback," "Fees, Expenses, and Taxes," "Disclaimer," "Limitation of Liability," "Indemnification," "Term, Termination, and Effect of Termination," and "General" shall survive any termination or expiration of this Agreement.
- (i) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;
 - (ii) BIO-key shall immediately cease all use of any Customer Data or Customer's Confidential Information and (i) promptly return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or Customer's Confidential Information; and (ii) permanently erase all Customer Data and Customer's Confidential Information from all systems BIO-key directly or indirectly controls;
 - (iii) Customer shall immediately cease all use of any Services or BIO-key Materials and (i) promptly return to BIO-key, or at BIO-key's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any BIO-key Materials or BIO-key's Confidential Information; and (ii) permanently erase all BIO-key Materials and BIO-key's Confidential Information from all systems Customer directly or indirectly controls;

- (iv) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information; (ii) BIO-key may retain Customer Data; (iii) Customer may retain BIO-key Materials, in the case of each of subclause (i), (ii) and (iii) in its then current state and solely to the extent and for so long as required by applicable Law;
- (v) BIO-key may also retain Customer Data in its backups, archives, and disaster recovery systems until such Customer Data is deleted in the ordinary course;
- (vi) and all information and materials described in this Section 13 will remain subject to all confidentiality, security, and other applicable requirements of this Agreement;
- (vii) BIO-key may disable all Customer and Authorized User access to the BIO-key Materials;
- (viii) if Customer terminates this Agreement, Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and BIO-key will: (a) refund to Customer Fees paid in advance for Services that BIO-key has not performed as of the effective date of termination; and (b) pay to Customer any unpaid Downtime Credits to which Customer is entitled;
- (ix) if BIO-key terminates this Agreement pursuant to a Customer failure to pay as promised, all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees on receipt of BIO-key's invoice therefor.

14. General

- 14.1. Assignment. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Customer or BIO-key without the other party's prior written consent, which shall not be unreasonably withheld or delayed, and any such attempted assignment or transfer shall be void and without effect. Notwithstanding the foregoing, either party may freely assign this Agreement in its entirety (including all Order Forms), upon notice and without the consent of the other party, to its successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that all fees owed and due have been paid (in the case of an assignment by Customer) and the assignee agrees to be bound by all the terms of this Agreement.
- 14.2. Controlling Law, Attorneys' Fees, and Severability. This Agreement and any disputes arising out of or related hereto shall be governed by the laws of the State of New Jersey, without giving effect to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. With respect to all disputes arising out of or related to this Agreement, the parties consent to exclusive jurisdiction and venue in the state and Federal courts located in Monmouth County, New Jersey, USA. In any action to enforce this Agreement, the prevailing party will be entitled to reasonable costs and attorneys' fees. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 14.3. Notices. All legal notices shall be in writing and effective upon: (i) personal delivery, (ii) one (1) business day after deposit with a recognized overnight courier for U.S. deliveries (or three (3) business days for international deliveries), or (iii) the day of sending by email (except for notices of termination and indemnifiable Claims), if to BIO-key then to "legal@BIO-key.com", or if to Customer then to the email address on the applicable Order Form or the Service system administrator designated by Customer, with the words "Legal Notice" in the subject line, and acknowledged by the recipient. Billing-related notices to Customer may be provided by email to the relevant billing contact designated by Customer.
- 14.4. Force Majeure. If the performance of this Agreement or any obligation hereunder (other than obligations of payment) is prevented or restricted by reasons beyond the reasonable control of a party including but not limited to pandemic, acts of God, computer-related attacks, hacking, or acts of terrorism (a "Force Majeure Event"), the party so affected shall be excused from such performance and liability to the extent of such prevention or restriction. The affected party shall notify the other party as soon as practicable of the existence of the Force Majeure Event and shall endeavor to perform its obligations in good faith.

- 14.5. Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein shall constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose. There are no third-party beneficiaries under this Agreement.
- 14.6. Export Compliance. Each party represents that it is not named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities, and Customer will not permit any User to access or use the Service or Products in any manner that would cause any party to violate any U.S. or international embargo, export control law, or prohibition.
- 14.7. U.S. Federal Government End Use Provisions. The Service, including any software or technology provided hereunder for ultimate federal government end use, or that are otherwise subject to the Federal Acquisition Regulations (FAR), are “Commercial Items” as defined in 48 C.F.R. 2.101 and are being provided as commercial computer software and commercial computer software documentation subject to restricted rights described in 48 C.F.R. 2.101, 12.211 and 12.212. If such items are acquired by or on behalf of any agency within the Department of Defense (“DOD”), then they are subject to the terms of the Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement (“DFARS”) and its successors. This Section 14.8 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data. If a government agency needs additional rights beyond those customarily given by BIO-key to the public, Customer must negotiate with BIO-key a mutually acceptable written addendum to this Agreement specifically granting those rights.
- 14.8. Anti-Corruption. Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of BIO-key’s employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify BIO-key.
- 14.9. Pre-Purchase Proof of Concepts and Evaluation Trials. If Customer is provided with access to the Service prior to subscribing (“POC”), then the applicable provisions of this Agreement will govern that POC, and BIO-key will make such POC available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the POC period for which Customer agreed to use such POC, (b) the start date of any Service subscription purchased by Customer for such Service, or (c) termination of the POC by BIO-key in its sole discretion. A POC period may be extended upon mutual agreement by BIO-key and Customer. Notwithstanding anything to the contrary in this Agreement, a POC is provided “AS IS.” BIO-KEY MAKES NO REPRESENTATION OR WARRANTY AND SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO A POC. BIO-KEY SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO A POC, UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE BIO-KEY’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A POC IS US\$1,000. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 8 (“LIMITATION OF LIABILITY”), CUSTOMER SHALL NOT USE THE POC IN A MANNER THAT VIOLATES APPLICABLE LAWS AND WILL BE FULLY LIABLE FOR ANY DAMAGES CAUSED BY ITS USE OF A POC. ANY DATA AND CONFIGURATIONS ENTERED INTO CUSTOMER’S POC ACCOUNT MAY BE PERMANENTLY LOST UPON TERMINATION OF THE POC.
- 14.10. Entire Agreement. This Agreement, together with the Order Form(s) between BIO-key and Customer, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all prior or contemporaneous written or oral agreements existing between the parties hereto, including any non-disclosure agreement(s), and related to the subject matter hereof are expressly superseded hereby. The parties agree that any term or condition stated in Customer’s purchase order or in any other

Customer's order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form between BIO-key and Customer, (2) this Agreement, and (3) the Documentation. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties hereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

15. Definitions.

- 15.1. "Affiliate" means, with respect to BIO-key or Customer, any entity that directly or indirectly controls, is controlled by, or is under common control with BIO-key or Customer, respectively. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 15.2. "BIO-key Partner" or "Partner" means authorized reseller, distributor, or other partners of BIO-key.
- 15.3. "POC" means any BIO-key service or functionality that BIO-key makes available to Customer to try at Customer's option, at no additional charge, and which is clearly designated as "beta," "trial," "pre-GA," "pilot," "developer preview," "POC," "evaluation," "proof of concept (POC)," or by a similar designation.
- 15.4. "Claims" mean any third-party claims, demands, suits, or proceedings.
- 15.5. "Confidential Information" means (a) Customer Data; (b) the Service, Documentation, and the terms and conditions of this Agreement and all Order Forms including pricing; and (c) each party's technical and business information (including but not limited to hardware, software, designs, specifications, techniques, processes, procedures, research, development, projects, products or services, business and marketing plans or opportunities, finances, vendors, penetration test results and other security information, defect and support information and metrics, and third party audit reports and attestations) that is designated by the disclosing party as confidential or the receiving party should reasonably know is confidential given the nature of the information and circumstances of disclosure.
- 15.6. "Customer Data" means all electronic data submitted by or on behalf of Customer to the Service.
- 15.7. "Documentation" means BIO-key's user guides and other end user documentation for the applicable Service available on the online help feature of the Service, as may be updated by BIO-key from time to time, including without limitation the materials available at <https://support.BIO-key.com>, and the 'Trust and Compliance' Documentation available at <https://www.BIO-key.com/trustandcompliance>.
- 15.8. "Effective Date" means the earlier of the last date this Agreement is executed or the first date of Customer's access or use of the Service or POC in any manner, as applicable.
- 15.9. "Equipment" shall mean the fingerprint readers, FIDO tokens, smartcards or other hardware devices described on a Sales Order/Quotation form and supplied by BIO-key to Customer hereunder. Some Equipment is manufactured and/or distributed by third parties, and is subject to warranty by those parties. BIO-key will facilitate the warranty claims for all Equipment it sells to Licensee.
- 15.10. "Feedback" means suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or its Users relating to the features, functionality, or operation of the Service, or the Professional Services.
- 15.11. "Intellectual Property Rights" means any patent, patent application, copyright, moral right, trade name, trademark, trade dress, and associated goodwill, trade secret, or any other intellectual property right and any applications or rights to apply for registration therefore, evidenced by or embodied in any ideas, know-how, show-how, inventions, discoveries, developments, technologies, processes, methods,

improvements, and compositions (whether or not reduced to practice and whether or not protectable under state, federal, or foreign patent, copyright, trade secrecy or similar laws), including mask works, schematics, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property rights or proprietary information or technology recognized under the laws of any governmental authority, whether registered or unregistered and whether first made or created before or after the Effective Date.

- 15.12. “Laws” means any local, state, or national law, treaties, and/or regulations applicable to a respective party.
- 15.13. “Licensed Software” means the software products, hardware, demo software, and custom development software identified in the Sales Order/Quotation and all accompanying Documentation. The Licensed Software may, if applicable, include Other Products that are provided in connection with the Licensed Software pursuant to authority granted to BIO-key by such third parties or through sublicense agreements with Licensee. Where Open Source Software (“OSS”) has been incorporated into or accompanies Licensed Software, the terms and conditions governing the license of those OSS components are provided at <https://www.bio-key.com/policies-and-legal/msa/BIO-keyOSSv1.1.pdf>
- 15.14. “Malicious Code” means viruses, worms, time bombs, Trojan horses, and other malicious code, files, scripts, agents, or programs.
- 15.15. “Non-BIO-key Application” means a web-based, offline, mobile, or other software application functionality that is provided by Customer or a third party and interoperates with a Service.
- 15.16. “Object Code” means computer program code in the form of the executable (machine-readable) binary data generated through compilation, assembly, or linking of the source code form of that program code.
- 15.17. “Order Form” or “Sales Order” means an ordering document provided to Customer (directly by BIO-key or indirectly by a BIO-key Partner in connection with a Partner Sales Agreement) that specifies the products or services purchased by Customer or any of its Affiliates under this Agreement, including any product-specific terms, supplements, or addenda thereto. Order Forms do not include the terms of any preprinted terms on a Customer purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.
- 15.18. “Object Code” means computer program code in the form of the executable (machine-readable) binary data generated through compilation, assembly, or linking of the source code form of that program code.
- 15.19. “Other Products” shall mean, if applicable, the additional products or third party software being purchased by Licensee from Licensor as specified in an Addendum to this Agreement, under such terms and conditions as are defined from time to time.
- 15.20. “Professional Services” means implementation and configuration services provided by BIO-key in connection with the Service, as described more fully in a Statement of Work. Professional Services shall not include the Service.
- 15.21. “Service” means the products and services subscribed to by Customer under an Order Form and made available online by BIO-key, including associated BIO-key offline or mobile components, as described in the Documentation. “Service” excludes Professional Services, Support Services, POCs, training services, and Non-BIO-key Applications.
- 15.22. “Statement of Work” means a document that describes certain Professional Services purchased by Customer under this Agreement and/or pursuant to an Order Form. Each Statement of Work shall incorporate this Agreement by reference.

- 15.23. “Subscription License” shall mean the grant of license in Section 1, for a License Term, and subject to renewal for additional License Terms thereafter as allowed under this Agreement. The use of the Licensed Software beyond the term of a paid-for subscription is prohibited, and is considered a termination under Section 13 of this Agreement.
- 15.24. “Support Services” means the support services provided by BIO-key in accordance with BIO-key’s then-current support policy and as identified in an Order Form.
- 15.25. “Term” or “License Term” means the term of each subscription to the Service as specified in the applicable Order Form.
- 15.26. “Users” or “Authorized Users” means individuals (including non-human devices, such as computers, applications or services) who are authorized by Customer to use the Service, for whom a subscription to the Service has been procured. Users may include, for example, Customer’s and its Affiliates’ employees, consultants, clients, external users, contractors, agents, and third parties with which Customer does business.
- 15.27. “Enrolled User” means each individual person accessing the Licensed Software, incident to any one or more of the following events:
- (i) A user account enabled to provide an authentication, single sign on, or self-service password management experience for that person
 - (ii) The capture of an individual’s biometric measurements, even if it is subsequently deleted.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

BIO-key

By: _____

Name: _____

Title: _____

CUSTOMER

By: _____

Name: _____

Title: _____

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DATAWALK, INC. SOFTWARE LICENSE AGREEMENT

IMPORTANT - READ BEFORE COPYING, INSTALLING, OR USING THE SOFTWARE

Do not use or load this software and any associated materials (collectively, the “Software”) until you have carefully read the following terms and conditions. By loading or using the Software, you accept and agree to the terms of this Agreement. If you do not wish to so agree, do not install or use the Software. DataWalk, Inc., a Delaware corporation, is referred to in this Agreement as “DataWalk”, “we”, and/or “our”. As used herein, the term “you” or “your” means the person or single entity that has purchased the rights granted under this Agreement.

Article 1. Definitions.

1.1. Access. The term “Access” and variants thereof shall mean to store data in, retrieve data from, or otherwise approach or make use of the Software (directly or indirectly) through electronic means or otherwise.

1.2. Confidential Information. The term “Confidential Information” shall mean all information disclosed by DataWalk to you that is identified by DataWalk as proprietary or confidential at the time of disclosure or reasonably thereafter after being notified or learning that the information has proprietary or confidential value to DataWalk. Confidential Information shall include all information concerning this Agreement, the Software, and the Documentation. Confidential information shall not include information that is: (i) already in the public domain or subsequently enters the public domain through no fault of you, (ii) already known to you as shown by your written records; (iii) independently developed by you as shown by your written records, (iv) disclosed to you by a third party who is not obligated to keep the information confidential as shown by your written records; (v) released by DataWalk without restriction, or (vi) required by court order to be released by you.

1.3. Documentation. The term “Documentation” shall mean Software release notes, the installation guide, and the user’s manual.

1.4. Unauthorized Access. The term “Unauthorized Access” shall mean any Access to the Software or the Documentation by any person not licensed or authorized to use the Software, except for the exclusive purposes of using the Software as permitted by this Agreement.

1.5. User. The term “User” shall mean your employees, contractors, and agents authorized by you to Access the Software and use the Documentation for the purposes permitted by the Agreement.

Article 2. The License.

2.1. Grant of License. DataWalk hereby grants to you a limited, non-exclusive, and non-transferable License to use the Software and the Documentation for the term of this Agreement solely for the purpose of use that the Software was designed to be used for which

you have paid the required license fees. DataWalk does not grant you any right to grant sublicenses, lease or distribute the Software to third parties. Other than as specifically described herein, no right or license is granted to use, access, or benefit from any of DataWalk's trademarks, patents, copyrights, trade secrets or other intellectual property rights, and DataWalk expressly retains all rights not granted herein. You shall not (i) make any statement that the Software is "certified," or that its performance is guaranteed, by DataWalk, or (ii) use DataWalk's name or trademarks in connection with any integrated product without DataWalk's prior written permission, which may be granted or withheld in its sole discretion.

2.2. Restrictions. You shall not make any copies of the Software or the Documentation, except you may make one (1) copy of the Documentation for archival purposes. You shall not resell, transfer or sublicense the Software, Documentation, or any copies thereof to any other person or entity. You shall not modify, decompile, disassemble, translate, or reverse engineer the Software, or otherwise attempt to derive any of the Software's source code. You shall not use this software, related materials, help files, support or configuration files to create or contribute to the development of a competing product. You shall not use the Software for service bureau or time-sharing purposes, or in any other way allow third parties to exploit the Software. You shall use and Access the Software in compliance with all federal, state, and local laws and regulations, including, but not limited to, any applicable export controls.

2.3. Additional Obligations. You shall prevent Unauthorized Access to the Software and the Documentation. You shall inform all Users of the scope of your license under Section 2.1, the restrictions under Section 2.2, and your confidentiality obligations under Article 3 herein.

2.4. Audits. DataWalk shall have the right to audit, at its own expense, your compliance with your obligations and restrictions under this Agreement. Any such audit shall be conducted only after reasonable notice and only during normal business hours.

2.5. Taxes. You shall pay any and all applicable taxes or VAT associated with licensing of the Software under this Agreement, excluding income taxes assessed against DataWalk.

Article 3. Intellectual Property.

3.1. Ownership and Title. DataWalk owns exclusively all rights, title to, and interest in the Software and the Documentation. Without limitation, title to the Software and the Documentation, including ownership rights to patents, copyrights, trademarks, and trade secrets therein, is and shall remain the exclusive property of DataWalk.

3.2. Use of Confidential Information. You shall not duplicate, use, or disclose Confidential Information, except as otherwise permitted under the Agreement, or as otherwise permitted or authorized by DataWalk in writing before your duplication, use or disclosure of the Confidential Information. Upon DataWalk's prior written approval, which may be withheld at its sole discretion for any reason whatsoever, you may publish the results of your evaluation of the Software. Thirty (30) days before any proposed publication, you shall submit a copy of the proposed publication to DataWalk for its review, comments, and approval. As used herein, the terms "publish" and "publication" refer to: (i) any public disclosure or (ii) disclosure to any

person not obligated to DataWalk to keep such information confidential.

3.3. Trade Secrets. You hereby acknowledge and agree that the Confidential Information: (i) derives independent economic value (actual or potential) from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; (ii) is the subject of reasonable efforts under the circumstance to maintain its secrecy; and, (iii) therefore, contains trade secrets.

(a) Exception & Immunity. Pursuant to the United States Defend Trade Secrets Act of 2016, 18 U.S.C. Section 1833(b), you are on notice and acknowledge that, notwithstanding the foregoing or any other provision of this Agreement:

(i) Immunity. An individual shall not be held criminally or civilly liable under any United States or State trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a United States, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(ii) Use of Trade Secret Information in an Anti-Retaliation Lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

3.4. Ownership of Software Modifications. If you or Users modify the Software or use it to develop computer software or other works of authorship (as defined by the U.S. Copyright Act), such modifications, developed software, or works of authorship shall be the sole and exclusive property of DataWalk, and DataWalk shall own all of the right, title, and interest in and to such modifications, works of authorship, and any resulting computer software, including, but not limited to, any and all copyrights, patent rights, trademarks, and trade secrets related thereto.

Article 4. Representations and Warranties.

4.1. From DataWalk.

(a) Regarding Function. DataWalk represents and warrants that following installation of the Software, the Software will perform materially as described in its Documentation and other specifications.

(b) Regarding Intellectual Property Rights in the Software. Subject to the next sentence, DataWalk represents and warrants that it is the owner of the Software and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. DataWalk's representations and warranties in the preceding sentence do not apply to the extent that the infringement arises out of any of the following conditions: (a) your breach of this Agreement; (b) revisions to the Software made without

DataWalk's written consent; (c) your failure to incorporate upgrades that DataWalk provides to you that would have avoided the alleged infringement, provided that DataWalk offers you such upgrades without charges not otherwise required under this Agreement; or (d) use of the Software in combination with hardware or software not provided by DataWalk. In the event of a breach of any warranty in this Section 4.1(b), DataWalk, at its own expense, will promptly take one of the following actions: (i) secure for you the right to continue using the Software; or (ii) replace or modify the Software to make it non-infringing, provided that such modification or replacement will not materially degrade any functionality listed in the Specifications or Documentation; provided, however, that if the exercise of rights under the preceding (i) or (ii) would in DataWalk's opinion be commercially unreasonable, then, (iii) upon DataWalk's receipt of your written representation and promise that you have removed all instances of the Software and will not further use the Software: (A) if a subscription license is at issue, then DataWalk shall refund to you a pro-rata amount of the pre-paid license fees for the Software corresponding to the portion of the then-current subscription term for such Software after the date of such termination; or (B) if a perpetual license is at issue, then DataWalk shall refund to you the amortized portion of the perpetual license fees paid hereunder for such Software, based upon a straight-line three-year depreciation calculation beginning on the date of delivery of the Software under a perpetual license to you. In conjunction with your right to terminate for breach where applicable, and under the provisions of Article 5 below, the preceding two sentences state DataWalk's sole obligation and liability, and your sole remedy, for breach of a warranty in this Section 4.1(b) and for potential or actual intellectual property infringement by the Software. If DataWalk elects to refund license fees under this Section 4.1(b), it shall not be obligated to refund costs or fees paid by you for support, setup, configuration, or maintenance of the Software.

4.2. Warranty Disclaimers. Except for the express warranties in Section 4.1(a) and 4.1(b) above, *DATAWALK MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.* Except for the express warranties in Section 4.1(a) and 4.1(b) above, DataWalk does not warrant that the Software will perform without error or that it will run without immaterial interruption. DataWalk makes no warranty regarding, and will have no responsibility for, any claim arising out of: (a) a modification of the Software made by anyone other than DataWalk, unless DataWalk approves such modification in writing; or (b) use of the Software in combination with any operating system not authorized in the specifications or Documentation or with hardware or software specifically forbidden by the specifications or Documentation.

Article 5. Indemnification.

5.1. Indemnified Claims. DataWalk shall defend and indemnify you and your Associates (as defined below) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of, related to, or alleging direct infringement of any patent, copyright, trade secret, or other intellectual property right by the Software. DataWalk's obligations set forth in this Section 5.1 do not apply, however, to the extent that an Indemnified Claim arises out of: (a) your breach of this Agreement; (b) you or a User's revisions to the Software made

without DataWalk's written consent; (c) your failure to incorporate Software upgrades that would have avoided the alleged infringement, provided that DataWalk offered such upgrades without charges not otherwise required pursuant to this Agreement; (d) DataWalk's modification of Software in compliance with specifications provided by you; (e) you or a User's use of the Software in combination with hardware or software not provided by DataWalk; or, (f) you or a User's use of the Software with data or intellectual property that is not authorized, licensed or permitted, or would infringe a third party's existing intellectual property rights. In the event of an Indemnified Claim, DataWalk may exercise the remedies in Sections 4.1(b)(i) through 5.1(b)(iii) above, including without limitation its right therein to terminate licenses and require return of the Software. (As used in this Article 5, your "Associates" are your owners, officers, directors, parents, subsidiaries, affiliates, agents, successors, and assigns.) DataWalk's obligations pursuant to this Section 5.1 will be excused to the extent that you or your Associates fail to provide prompt notice to DataWalk of the Indemnified Claim or you or your Associates' failure to reasonably cooperate with DataWalk materially prejudices the defense. DataWalk shall exclusively control the defense of any Indemnified Claim, including the selection of attorneys to represent you or your Associates, appeals, negotiations, and any settlement or compromise thereof; provided, however, that you will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that you or your associates admit wrongdoing or liability or subjects them to any ongoing affirmative obligations.

5.2. Your Indemnity of DataWalk. You shall defend and indemnify DataWalk and its owners, officers, directors, parents, subsidiaries, affiliates, agents, successors and assigns against any damages, claims, losses, penalties, fines, costs, and attorney's fees arising from or related to your or a User's: (1) material breach of this Agreement, (2) use of the Software or Confidential Information that violates any individual, entity, or government agency's rights, including infringing their intellectual property, or (3) use of the Software or Confidential Information to violate any local, state or federal law, or law of another country.

Article 6. Limitation Of Liability.

6.1. IN NO EVENT SHALL DATAWALK OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, LOST WAGES, PRODUCTIVITY, OR MANPOWER, OR LOST INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF DATAWALK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY, EXCEPT FOR THOSE SUCH DAMAGES THAT ARE AWARDED ON THIRD PARTY INTELLECTUAL PROPERTY CLAIMS AGAINST YOU OR YOUR ASSOCIATES (AS DEFINED IN ARTICLE 6 ABOVE). SOME JURISDICTIONS PROHIBIT EXCLUSION OR LIMITATION OF LIABILITY FOR IMPLIED WARRANTIES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

6.2. THE LIABILITIES LIMITED BY THIS ARTICLE 6 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STATUTE, STRICT PRODUCT LIABILITY, OR OTHERWISE (SUBJECT TO THE LIMITATIONS OF SECTION 6.1 ABOVE); (c)

EVEN IF DATAWALK IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Article 6, DataWalk's liability will be limited to the maximum extent permissible. For the avoidance of doubt, DataWalk's liability limits and other rights set forth in this Article 6 apply likewise to DataWalk's parent companies, affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

6.3. Section 6.1 above does not apply to: (a) claims pursuant to Article 5 above; or (b) claims for attorneys' fees and other litigation costs recoverable by the prevailing party in any action.

Article 7. Term and Termination.

7.1. Term. For any perpetual license of the Software granted to you under this Agreement, the term of this Agreement's effect shall be for as long as you or any User uses or Accesses the Software. For any license of the Software granted to you under this Agreement for a specific period, the term of this Agreement's effect shall be for that period.

7.2. Termination for Cause. If you violate any of your obligations under the Agreement, DataWalk may send a written notice describing the noncompliance to you. Upon receiving the notice, you shall have seven (7) calendar days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required time period, DataWalk may cancel the Agreement immediately thereafter.

7.3. Termination for Bankruptcy or Insolvency. In the event you (i) terminate or suspend your business, (ii) become subject to any bankruptcy or insolvency proceeding under federal or state statute, (iii) become insolvent or become subject to direct control by a trustee, receiver, or similar authority, or (iv) have wound up or liquidated, voluntarily or otherwise, DataWalk shall have the immediate right to terminate this Agreement effective immediately and take immediate possession of the Software and the Documentation and all copies thereof, wherever located, without demand or notice.

7.4. Effects of Termination of the Agreement. Upon termination of this Agreement, you shall cease all use of and Access to the Software and delete, destroy, or return all copies of the Documentation and in your possession or control. The following provisions shall survive termination or expiration of this Agreement: (a) any of your obligations to pay fees incurred before termination; (b) Articles and Sections 2.2, 2.4, 3, 4.2, 5, 6, and 8; and, (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

Article 8. Dispute Resolution.

If you are located in the United States, this Article 8 applies to you:

Before submitting a claim or dispute arising out of or relating to this Agreement for arbitration, either party shall first notify the other party to try to resolve the claim or dispute. If the claim

or dispute is not resolved within 60 days of such notification, then a party hereto may submit it for arbitration.

You and DataWalk agree that any dispute, claim or controversy arising out of or relating in any way to this Agreement shall be exclusively determined by binding arbitration before a single, neutral arbitrator located in San Jose, California, instead of in courts of general jurisdiction. *YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND DATAWALK ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY, OR COURT, OR TO PARTICIPATE IN A CLASS ACTION. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS ([HTTPS://WWW.JAMSADR.COM](https://www.jamsadr.com)) AND GOVERNED BY ITS PROCEDURES AND RULES THEN IN EFFECT FOR COMMERCIAL DISPUTES.* DataWalk and you shall jointly select the arbitrator; if unable to agree on an arbitrator, then jams shall select the neutral arbitrator. The prevailing party in any arbitration shall be entitled to an award of its costs of arbitration, its reasonable attorney's fees, taxable litigation costs, and expert witness fees expended during arbitration. Arbitration shall be private and confidential, and neither you, nor DataWalk, nor the arbitrator may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. Any decision or award by the arbitrator rendered in an arbitration proceeding shall be final and binding on each party, and may be entered as a judgment in any court of competent jurisdiction.

YOU AND DATAWALK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND DATAWALK AGREE OTHERWISE, THE ARBITRATOR SHALL NOT CONSOLIDATE ANOTHER PARTY(IES)' CLAIMS WITH YOUR CLAIMS, AND SHALL NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF THIS SPECIFIC PROVISION IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID.

The arbitrator shall decide any issues relating to the enforceability and/or applicability of the arbitration provisions of this Agreement. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking such relief and only to the extent necessary to provide relief warranted by that party's claims.

If you are located outside of the United States, or if Article 8 does not apply to you or is otherwise unenforceable as adjudicated by a court of competent jurisdiction, then Sections 9.10 and 9.11 apply to you.

Article 9. Miscellaneous.

9.1. Independent Contractors. The parties hereto are independent contractors and will so represent themselves in all regards. Neither party is the agent, partner, or joint venture of the other, and neither may take any actions to bind or obligate the other party whatsoever.

9.2. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if personally delivered, mailed by first class mail (postage prepaid), or by other carrier, by facsimile, or by electronic mail, to either party at their current address, fax

number, or electronic mail address or on file with the other party hereto. Each party is responsible at all times for providing the other with its most current business address (not P.O. box), telephone number, facsimile number (if any), and electronic mail address.

9.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

9.4. Assignment and Successors. You may not assign this Agreement or any of its rights or obligations hereunder without DataWalk's express written consent. Any attempted assignment or delegation without such consent will be void. DataWalk may assign this Agreement in whole or part without your consent. Except to the extent forbidden in this Section 9.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

9.5. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

9.6. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

9.7. Headings. The headings and captions of the Agreement are inserted for reference and convenience and do not define, limit, or describe the scope or intent of the Agreement or any particular article, section, or provision.

9.8. Government Restricted Rights. The Software may be provided with restricted rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19; or (ii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is DataWalk. You shall not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software.

9.9. Bankruptcy Rights. The rights and licenses granted to you under this Agreement are licenses to "intellectual property" rights, as defined in Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Sections 101, et seq.). If DataWalk is subject to any proceeding under the United States Bankruptcy Code, and DataWalk as debtor in possession or its trustee

in bankruptcy rejects this Agreement, you may, pursuant to 11 U.S.C. Section 365(n)(1) and (2), retain any and all rights granted to you under Section 2.1 above to the maximum extent permitted by law. This Section 9.9 will not be construed to limit or restrict any right or remedy not set forth in this section, including without limitation the right to retain any license or authority this Agreement grants pursuant to any provision other than Section 2.1 above.

9.10. Choice of Law; Forum for Disputes. This Agreement will be governed solely by the internal laws of the State of California, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties hereto shall litigate and adjudicate all claims and actions between them on or related to this Agreement, including without limitation tort claims, only in the exclusive jurisdiction of the federal and state courts of Santa Clara County, California.

9.11 Attorney's Fees. As between DataWalk and you, if either party prevails on any claim or cause of action arising from or related to this Agreement, then the prevailing party shall be entitled to an award of its reasonable attorney's fees, taxable litigation costs, and expert witness fees expended litigating the claim or cause of action.

9.11. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

9.12. Technology Export. You shall not: (a) permit any third party to Access or use the Software in violation of any U.S. law or regulation; or (b) export the Software or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, you shall not permit any third party to Access or use the Software in, or export it to, a country subject to a United States embargo. You shall ensure that no third party that transacts business with DataWalk has Access to or uses the Software in, or exports it to, a country subject to a United States embargo.

9.13. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

9.14. Amendment. This Agreement may not be amended except through a writing executed by authorized representatives of each party.

END USER LICENSE AGREEMENT CONTRACT/QUOTE #**End User:** Company Name**Reseller:** Company Name**Certification.** You certify that you have purchased the following products and services from the MicroStrategy-authorized reseller listed above:

DSI:

Software				
SKU	Description	Type	Interval	Qty
Services				
SKU	Description	Interval	Qty	

Grant of License and Rights. We grant you a license and right to access and use the products listed above according to the terms of the Master Agreement.**Technical Support.** If the MicroStrategy-authorized reseller listed above does not renew standard technical support with us on your behalf, standard technical support for perpetual licenses will automatically renew directly with us for one additional year at an annual rate of _____, and will renew annually thereafter according to the Master Agreement, unless you give us written notice before the term expires.**Master Agreement.** This agreement is governed by the standard MicroStrategy Software License and Services Agreement terms listed at terms.microstrategy.com on the Effective Date or, if there is a master license, service or cloud subscription agreement currently in effect between you and us that applies to this order, by that master agreement (“**Master Agreement**”). To the extent that you are purchasing products or services from the MicroStrategy-authorized reseller above that are not addressed in an existing master agreement between you and us, the terms at terms.microstrategy.com that relate to the licensing and provision of those products or services will also apply to this agreement. This agreement is the complete agreement between you and us related to your purchase; it may only be modified by another document signed by both of us.

ACCEPTED AND AGREED TO BY:

MicroStrategy (We/Us/Our)**End User:** _____ **(You/Your)**_____
[Signature]_____
[Signature]

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (“Agreement”) applies to an order entered into between an affiliate of MicroStrategy Incorporated (“we,” “us,” “our”) and the entity ordering Products or Services identified on the order (“you,” “your”), and specifies the terms and conditions under which we will license and supply Products and Services to you and your affiliates. This Agreement consists of the sections identified in the following Table of Contents:

TABLE OF CONTENTS

	Page #
“ Section I - General Terms ” that establish the contractual framework for the supply of Products and the performance of Services by us to you	1
“ Section II - Enterprise Platform License Terms ” that apply to the licensing and provision of the “Enterprise Platform” version of our Products.....	5
“ Section III - Cloud Platform License Terms ” that apply to the licensing and provision of the “Cloud Platform” version of our Products	6
“ Section IV - MicroStrategy Cloud Environment Service Terms ” that apply to our "MicroStrategy Cloud Environment" service	7
“ Section V - Services Terms ” that apply to our Technical Support, Education and Consulting Services offerings	8
“ Schedule 1 - Territory-Specific Terms ” that reflect legal/operational requirements in territories where our Products and Services are delivered	11

I. GENERAL TERMS

The terms of this Section I (“General Terms”) apply generally to all Products and Services supplied under this Agreement.

1. Definitions

Unless otherwise defined in this Agreement, capitalized terms used in the body of this Agreement will have the meanings set forth below.

“Applicable Data Protection Law” means all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of Protected Data, including the European Union Directives and regulations governing general data protection and all applicable industry standards concerning privacy, data protection, confidentiality or information security.

“CPU” means a physical core (in a physical computing environment) or a virtual core (in a virtual computing environment) to which an instance of a Product is assigned, as identified by the operating system in which the Product is installed.

“Customer Content” means software (including machine images), data, text, audio, video, images, or other content of yours or a third-party that you or your Representative utilize with a Product or upload or transfer to the MCE Service.

“Designated Software Instance,” or “DSI” means a single MicroStrategy metadata database or a set of related MicroStrategy metadata databases (e.g., for production, development, testing, etc.) that will be accessed by the Products specified on an order.

“Documentation” means the user documentation or manuals normally distributed or made available in connection with a Product, including, in the case of the MCE Service, the MCE Service Guide.

“MCE Service” means the MicroStrategy Cloud Environment service, a platform-as-a-service offering that we manage on your behalf in an Amazon Web Services or Microsoft Azure environment that includes access to, collectively: (a) the “Cloud Platform” version of our Products (an optimized version of the MicroStrategy software platform built specifically for deployment in an Amazon Web Services or Microsoft Azure environment) licensed by you; (b) Cloud Support; and (c) the Additional PaaS Components (as defined in the MicroStrategy Cloud

Environment Service Terms section below) you have purchased for use with such Products.

“MCE Service Guide” means the MCE Service Guide listed at microstrategy.com, as modified from time to time by us.

“Named User” means (i) a single *identifiable* individual with unique, non-generic (e.g., cashier@abccompany.com is one example of a generic login that is not permitted) login credentials (such login credentials may not be shared with anyone beyond the single identifiable individual) authorized by you as a user of a Product or the MCE Service at any time during the term of your license to the Product or during the MCE Service Term who you have not permanently replaced with another Named User, regardless of whether the individual is actively using or has ever used the Product or MCE Service; or (ii) if an individual does not qualify as a “Named User” under subsection (i), a single individual without login credentials who, through your use of a Product or the MCE Service, receives or has received at any time during the term of your license to the Product or during the MCE Service Term, reports, messages or other output directly generated by the Product or the MCE Service.

“Product” means a generally available MicroStrategy software product identified on an order that is licensed to you pursuant to the terms of this Agreement, and any tools included with such software product (including, in the case of the “Cloud Platform” version of our Products, the MicroStrategy cloud provisioning console).

“Protected Data” means any data or information that is subject to regulation under Applicable Data Protection Law.

“Representative” means any of your affiliates, your third-party contractors and anyone else accessing or using a Product or Service on your behalf or through your systems, including any Named Users.

“Service” means any service provided by us pursuant to this Agreement, including technical support, education, consulting and the MCE Service (or any portion thereof).

“Technical Support Services” means the technical support and maintenance Services provided by us according to our then-current

technical support policy and procedure listed at microstrategy.com (“[Technical Support Policy](#)”) when the Services are purchased.

“[Territory](#)” means the country listed under the “Ship To” address on an order.

“[Third-Party Solution](#)” means any product, service, content or item of a third-party.

“[Update](#)” means a later commercial release of a Product made available after you license the Product.

2. Certain Obligations and Restrictions

You are responsible for compliance with this Agreement by your Representatives. You are also responsible for the proper operation of your network and your equipment used to connect to the Products or the MCE Service. You and your Representatives will not (a) copy, display, distribute, or otherwise use a Product or the MCE Service in any manner or for any purpose not expressly authorized by this Agreement; or (b) create derivative works of or otherwise modify any Product or the MCE Service or any portion thereof except as expressly provided in the Documentation; or (c) modify, tamper with or repair any Product or any other software included in the MCE Service; or (d) reverse engineer, decompile or disassemble any Product or such software or the metadata created by a Product or such software, or apply any other process or procedure to derive the source code of any Product or such software; or (e) interfere with or disrupt the integrity or performance of a Product or the MCE Service; or (f) attempt to gain unauthorized access to a Product or the MCE Service or its related systems or networks; or (g) access or use any Product or the MCE Service in a way intended to avoid incurring fees or exceeding usage limits or quotas; or (h) use a Product or the MCE Service to develop any product or service that is in any way competitive with any of our product or service offerings; or (i) make available to any third-party any analysis of the operation of a Product or the MCE Service, including any benchmarking results, without our prior written consent; or (j) use any Product or the MCE Service to provide time-sharing services, software-as-a-service offering, service bureau services or similar services; or (k) use a Product or the MCE Service to store or transmit (1) material in violation of third-party privacy rights; or (2) libelous, or otherwise unlawful or tortious material; or (3) material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any entity or individual; or (4) viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.

As required for our performance pursuant to this Agreement and an order, you are also required to (A) provide us with reliable, accurate and complete information; and (B) make decisions and obtain required management approvals in a timely manner; and (C) obtain all consents, approvals and licenses necessary for use of any software, services, data or other items provided by you or on your behalf; and (D) cause your third-party contractors and licensors to cooperate with us.

3. Intellectual Property Ownership

We, our affiliates and our licensors will own all right, title and interest in and to all Products. You will be and remain the owner of all rights, title and interest in and to Customer Content. Each party will own and retain all rights in its trademarks, logos and other brand elements (collectively, “[Trademarks](#)”). To the extent a party grants any rights or licenses to its Trademarks to the other party in connection with this Agreement, the other party’s use of such Trademarks will be subject to the reasonable trademark guidelines provided in writing by the party that owns the Trademarks.

4. Term and Termination

This Agreement, orders and Product licenses may only be terminated according to this section. You may terminate this Agreement, any order

or Product license at any time by providing written notice to us. We may terminate this Agreement, any order or Product license at any time following our written notice to you that you have breached a material provision of this Agreement, if you do not cure the breach within thirty (30) days following the date of such notice of breach. In addition to the parties’ rights under this Agreement, in the event we issue such notice of breach, the parties agree to make senior executives available within five (5) business days of receipt of such notice to discuss such breach and cure. We may also terminate this Agreement, any order or Product license upon written notice to you, as provided in the “[Indemnification](#)” section of these General Terms or the applicable “[Additional Limited Warranties and Remedies](#)” section of this Agreement. Upon termination of this Agreement or an order, all fees that you are obligated to pay as of the date of termination will be immediately due and payable. Upon termination of this Agreement or all orders, this Agreement, all Product licenses and your right to access the MCE Service, and any and all rights to receive Technical Support Services will terminate. When a Product license terminates, you will immediately cease using the Product.

5. Indemnification

We will defend you, at our expense, against any third-party claim, demand, suit, or proceeding (“[Claim](#)”) brought against you by a nonaffiliated third-party alleging that a Product (including a Product that you access through the MCE Service) infringes or misappropriates an intellectual property right of the third-party and will indemnify you for and hold you harmless from any damages finally awarded to the third-party claimant or agreed to in settlement of the Claim. If your use of the Product is enjoined in connection with the Claim or we believe it reasonably could be enjoined, we may choose to either modify the Product to be non-infringing (while substantially preserving its utility and functionality) or obtain a license to allow for continued use of the Product or if these alternatives are not commercially reasonable, we may terminate your right to access and use the Product and refund any unused, prepaid Technical Support Services paid for the Product together with a refund of license fees paid for the Product (subject to depreciation on a straight line five-year basis).

We will have no indemnification obligation, and you will indemnify us, for any Claim arising from or based upon (a) the misuse or unauthorized use of a Product or the use of a Product outside the scope of use identified in the Documentation, if the Claim would not have arisen without such use; or (b) any modification of a Product not authorized by us in writing, if the Claim would not have arisen without such modification; or (c) the combination of a Product with any third-party products, services or business processes not provided by us as part of a Product, if the Claim would not have arisen without such combination, or (d) the use of a Product in an unlawful or unauthorized manner, or (e) use of a prior version of a Product, if use of a newer version of the Product made generally available to our customers would have avoided the Claim, or (f) the use of Customer Content or a Third-Party Solution, or (g) a breach of the “[Certain Obligations and Restrictions](#)” or “[Data Protection](#)” sections of these General Terms or, as applicable, of the “[MCE Service Obligations and Restrictions](#)” section of the MicroStrategy Cloud Environment Service Terms by you or your Representatives.

The indemnifying party’s obligations under this section only arise if the indemnified party (1) promptly gives the indemnifying party written notice of the Claim; and (2) gives the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnifying party may not settle any claim that imposes liability on, or contains any admission of fault by, the indemnified party, without its consent); and (3) provides to the indemnifying party all available information and reasonable assistance necessary to defend or settle the claim; and (4) has not compromised or settled the claim without the indemnifying party’s written approval.

The provisions of this section state the sole, exclusive and entire liability of us to you, and are your sole remedy, with respect to the infringement of third-party intellectual property rights.

6. Limited Warranties and Remedies

Each party warrants that the individual entering into this Agreement and any order governed by this Agreement on behalf of such party has the authority to enter into this Agreement or any such order on behalf of such party, and that it will comply with all applicable statutes, laws, rules and regulations in the exercise of its rights and the performance of its obligations under this Agreement.

You acknowledge that the direct or indirect transfer of a Product contrary to United States law or any other applicable law is prohibited. You warrant that (a) you are not a Restricted Party; and (b) you are not controlled by or acting on behalf of any Restricted Party; and (c) neither you nor any of your employees, agents or contractors will transfer or allow any Product to be transferred to any Restricted Party. “Restricted Party” means any person or entity that is (1) listed on any of the lists of persons or entities maintained by the United States government that prohibit such persons or entities from receiving exports or services; or (2) a national or resident of, or an entity or governmental authority in, any country or territory that is or becomes subject to United States export controls for anti-terrorism reasons or with which United States persons are generally prohibited from engaging in financial transactions.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY PRODUCT OR SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, TITLE, SATISFACTORY QUALITY AND NONINFRINGEMENT. WE DO NOT WARRANT AND ARE NOT RESPONSIBLE FOR ANY THIRD-PARTY PRODUCTS OR SERVICES AND YOUR SOLE AND EXCLUSIVE RIGHTS AND REMEDIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES ARE AS PROVIDED BY THE THIRD-PARTY PROVIDER AND NOT BY US.

If you exceed the scope of your rights to our products, we will have the right to invoice you and you agree to pay us, within twenty (20) days from the date of the invoice, the license fees for such excess for each applicable product and any related Technical Support Services fees, calculated at our standard list prices in effect as of the date we discover such excess and measured over the timeframe during which you exceeded the scope of your rights to our products. You further agree that if we no longer offer a product for which you exceeded the scope of your rights, then the amounts owed will be calculated using the higher of the last available standard list price for such product or the current standard list price of its successor. These remedies are in addition to any other remedies or relief, including termination rights, already provided in this Agreement or available at law. You agree that this provision is not intended to be a penalty but is instead designed to protect our legitimate business interests. In addition, you agree that we will be entitled to preliminary injunctive relief in the event of an uncured breach of this Agreement, including but not limited to breach of the “Audit” section due to the importance of verifying compliance, and you waive any bond requirement in connection with any request for such relief.

7. Limitation of Liability

EXCEPT FOR OUR OBLIGATIONS UNDER THE “INDEMNIFICATION” SECTION OF THIS AGREEMENT, THE CUMULATIVE AGGREGATE LIABILITY OF US AND ALL OF OUR AFFILIATES AND LICENSORS TO YOU AND ALL OF YOUR AFFILIATES RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE FEES PAID TO US IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM MADE BY

YOU. WE AND OUR AFFILIATES WILL ONLY BE LIABLE FOR DAMAGES SOLELY AND DIRECTLY ARISING FROM OUR OR OUR AFFILIATES’ BREACH OF THIS AGREEMENT, AND IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY OF YOUR AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF WE OR ANY OF OUR AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS HELD UNENFORCEABLE FOR ANY OTHER REASON. SUBJECT TO THE FOREGOING, OUR MAXIMUM LIABILITY FOR EACH CLAIM MADE BY YOU, TO THE EXTENT THE CLAIM ARISES FROM OR IS BASED UPON THE USE OF A THIRD-PARTY SOLUTION, WILL NOT EXCEED THE AMOUNT OF THE APPLICABLE THIRD-PARTY SOLUTION PROVIDER’S LIABILITY TO US RELATED TO THE CLAIM.

8. Orders and Payment

You will be invoiced upon execution of and according to the terms of an order. Except as otherwise provided in this Agreement or an order, all fees due to us will be payable, in full and in the currency listed on an order, thirty (30) days from the date of the invoice, and will be deemed overdue if they remain unpaid thereafter. All fees are net of any taxes, which will be your responsibility, except for taxes on our income. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. You agree to negotiate in good faith a prompt resolution of any disputed amounts. If any undisputed invoice governed by this Agreement remains unpaid for 30 or more days after it is due, we may, without limiting our other rights and remedies, accelerate all unpaid fee obligations under all orders so that all amounts payable by you become immediately due and payable. In addition, any amounts which remain unpaid after the due date will be subject to a late charge equal to one and one-half percent (1.5%) per month or the highest rate allowable by law, whichever is lower, from the due date until such amount is paid. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by you.

9. Audit

You will keep accurate and complete records relating to your activities under this Agreement necessary to demonstrate your compliance with this Agreement, including but not limited to (i) a list of servers and applications that run MicroStrategy server software and where MicroStrategy server software is installed (“Server List”); (ii) a “License Manager” audit report with full user details and LDAP (Lightweight Directory Access Protocol) user details enabled for each server or server-partition specified on the Server List with usage data per user; (iii) an “Enterprise Manager” report for each server or server-partition specified on the Server List; (iv) a report from your user directory that includes a list of all individuals who have access to or have had access to each Product and all individuals who receive or have received reports, messages or other output directly generated by the Products; (v) for each environment where Platform Analytics is enabled, an .mstr file for such environment and all other data accessible through the “Send Diagnostic” function in the Products and an export of the Compliance Telemetry Dossier with user privilege and status details; and (vi) an accurate and complete map of your entire technical MicroStrategy environment and server landscape that includes a breakdown of installations and systems (collectively, “Records”). You agree to maintain such Records during the term of this Agreement and for five (5) years following the termination or expiration of this Agreement.

Within ten (10) days following our written request, you will (1) certify to us in a writing signed by an officer of your company that you are in compliance with this Agreement and (2) provide us with any and all

Records we specify in such request. In addition, within ten (10) days following our written request, we may, at our sole discretion, audit your Records (i) at your applicable facility during normal business hours and subject to your reasonable facility security requirements and/or (ii) by remote or electronic means. We will pay our costs for this audit unless the audit finds a lack of compliance by you of five percent or more over your licensed capacity, in which case you will reimburse us for the costs of the audit within twenty (20) days of receiving an invoice from us. If our review and audit of your Records reveals that you have exceeded the scope of your license to the Products, our remedies will be as set forth in this Agreement, including but not limited to the “Term and Termination” and “Limited Warranties and Remedies” sections of this Agreement, or available at law.

10. Data Protection

You will not transfer to us or provide us any access to any Protected Data in connection with this Agreement, including Personal Data, Protected Health Information and Personally Identifiable Information (as such terms are defined in Applicable Data Protection Law), except for Protected Data related to your contact persons or uploaded or transferred to the MCE Service.

We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our affiliates and third parties (including those located outside of the European Economic Area) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements. As between you and us, for purposes of this Agreement and Applicable Data Protection Law, you are the “data controller” and we are acting on your behalf as a “data processor” with respect to Protected Data that you or your Representatives upload or transfer to the MCE Service. If you upload or transfer Protected Data to the MCE Service, you will enable encryption of report caches and intelligent cubes which are saved to disk.

11. Confidentiality

Under this Agreement, Confidential Information may be accessed or disclosed between the parties. “Confidential Information” means any information identified as confidential at the time of disclosure, or that reasonably should be understood to be confidential in view of the information’s nature or circumstances around its disclosure, and will in all cases include pricing terms, the terms of this Agreement or any order governed by this Agreement, software, technology, business plans, technical specifications, product development plans, marketing plans, education materials, and customer lists; generic tools and objects related to our products created by us during the provision of consulting Services are also considered our Confidential Information. Confidential Information will not include information that (a) is or becomes a part of the public domain through no act or omission of the receiving party; or (b) was in the receiving party’s lawful possession prior to the disclosure; or (c) is lawfully disclosed to the receiving party by a third-party without restriction on the disclosure; or (d) is independently developed by the receiving party. Security is important to us and our customers, and we strongly recommend that you share with us the results of any penetration tests that you conduct on our Products (which is considered solely our Confidential Information) so that we may utilize that information to improve our Products.

Each party agrees to hold the other party’s Confidential Information in confidence during the term of this Agreement and for a period of five (5) years after the termination of this Agreement (other than with respect to trade secrets, which shall be held in confidence following such period in accordance with this section), and to disclose such Confidential Information only to those employees or agents who have a need to know such Confidential Information and are required to protect it against unauthorized disclosure. Notwithstanding the foregoing, either party

may disclose the other party’s Confidential Information to a federal or state governmental entity to the extent such disclosure is required by law, so long as the receiving party notifies the disclosing party in advance of the required disclosure as soon as reasonably practicable to allow the disclosing party to contest the disclosure.

Upon termination of this Agreement and except for electronic copies made in the course of normal network backups or as otherwise set forth in this Agreement, the receiving party will promptly destroy or return, at the sole discretion of the disclosing party, all Confidential Information of the disclosing party in the receiving party’s possession or control.

12. Notices

Notices will be in writing and will be deemed to have been given when (a) personally delivered; or (b) sent by electronic mail; or (c) sent by a commercial overnight courier. You will provide notices to: MicroStrategy Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, Virginia, 22182, United States; email: crequest@microstrategy.com.

13. Assignment

This Agreement or any order or Product license governed by this Agreement may not be assigned or otherwise transferred in whole or in part by you, including by operation of law, without our prior written approval. Any unauthorized assignment or transfer of this Agreement, an order or a Product license by you to a third-party will constitute a material breach of this Agreement.

14. Governing Law, Jurisdiction and Disputes

This Agreement and the parties’ relationship under it will be interpreted under and governed by the laws of the applicable jurisdiction set forth in the Territory-Specific Terms (“Governing Law”), without regard to the choice or conflicts of law provisions of any jurisdiction. This Agreement will not be subject to the United Nations Convention on the International Sale of Goods. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the applicable courts identified in the Territory-Specific Terms. Both parties hereby irrevocably consent to the exclusive jurisdiction of and venue in such courts and waive any right to a jury trial in any such proceeding. In any dispute, the prevailing party will be entitled to recover its cost of enforcing its claim, including reasonable attorney fees.

15. Third-Party Solution Connectors

When you access any Third-Party Solution (including third-party data sources) with connectors included as part of the Products or the MCE Service, you agree and acknowledge that (a) you may download content from the servers of the Third-Party Solution provider; and (b) your access to the Third-Party Solution with such connectors will be for the purpose of utilizing the Third-Party Solution in conjunction with the Products or MCE Service; and (c) we are not responsible for interruptions of service caused by the Third-Party Solution provider; and (d) if we have a business relationship with the Third-Party Solution provider, that relationship is subject to termination and cancellation; (e) you may not remove or obscure any patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any output of the Products or the MCE Service and (f) you are solely responsible for licensing the use of third-party data sources accessed by our Products.

16. Non-Solicitation

Except for hiring an employee (or independent contractor or agent) of the other party to fill a job opening that was publicly announced and to which the applicable employee (or independent contractor or agent) responded, during the term of this Agreement and for one (1) year following termination or expiration of this Agreement, neither party will

hire or directly or indirectly solicit any employee (or independent contractor or agent) of the other party who has provided services or performed obligations under this Agreement in the previous twelve (12) months.

17. Other Provisions

The latest version of the Agreement incorporated into an order governs all of your prior orders. Notwithstanding the foregoing, if a version of this Agreement with a fixed effective date is in effect between the parties, such agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. The terms of this Agreement and any applicable order will supersede the terms in any purchase order or other ordering document that you generate and provide to us. Any terms of trade stated or referenced in any such purchase order (except for names, quantities and addresses) will not be binding on us. In the event of a conflict between or among the terms of this Agreement or an order, the following order of precedence will apply: first, the applicable order (but only with respect to the order); second, the applicable product- or service-specific section of this Agreement; third, the General Terms; and fourth, any other document incorporated into the Agreement. This Agreement supersedes the terms of a “click wrap” license included in the Products. If you enter into an order for Products or Services with an authorized MicroStrategy reseller (“Reseller”), (i) such document will constitute an order under this Agreement and (ii) your payment obligations under such order will be to the Reseller, *provided* that any transactions between you and the Reseller for other products and services (such as professional services provided by the Reseller or another Third-Party Solution Provider sold by the Reseller) will not be a part of this Agreement. For clarity, your use of our Products and Services will be governed exclusively by the terms of this Agreement, notwithstanding any additional or conflicting terms in your order with the Reseller. Non-payment of fees owed to a Reseller under such order will constitute a material breach of this Agreement. Each party has the right to issue a mutually-agreed press release that includes a quotation from one of the other party’s senior executives. Each party grants the other the right to use its name and logo in public communications, on websites, in presentations, in marketing collateral and at marketing events. Neither party will be responsible for delay of performance due to causes beyond its control. We may collect usage and diagnostic data related to your use of the Products to help us improve our Products and Services, better our customer service and enhance customer experience (“Diagnostic Information”); Diagnostic Information will not include Protected Data. Our security Products are not designed to

manage physical or logical access to facilities or systems where delay in or failure of such access could threaten health or safety, or cause property, environmental or similar damage. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership, employment or agency relationship exists between you and us as a result of this Agreement or your use of a Product or the MCE Service. The failure of either you or us to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the party otherwise entitled to exercise or enforce it. Any provision of this Agreement that would reasonably be expected to survive will survive the termination of this Agreement. There are no intended third-party beneficiaries of this Agreement. You represent that your decision to license a Product or purchase access to the MCE Service is not based on (a) any oral or written comments made by us with respect to functionality or features not currently offered in our latest generally available version of our Products or the MCE Service; or (b) any expectation that any additional features or functionality presented as part of a demonstration, beta evaluation or roadmap presentation of a Product or the MCE Service may be included in a future update or release of a Product or the MCE Service; or (c) demonstrations of any software that is not currently generally available. You further acknowledge that the development, release and timing of any additional features or functionality for the MCE Service or Products remain at our sole discretion. If you deploy our Products or Services as part of an extranet application, you agree to display “Powered by MicroStrategy” or certain other similar trademarks designated by us. If you purchase a MicroStrategy World pass via an order, that pass is non-refundable and is only valid for the next MicroStrategy World event occurring following the execution of the order; has no residual value if not redeemed for that MicroStrategy World event; and may not be used to attend any other MicroStrategy event. This Agreement and any orders governed by this Agreement comprise the entire agreement between you and us and supersedes all prior or contemporaneous negotiations, discussions, agreements or statements, whether written or oral. The parties acknowledge and agree that this Agreement and all other contracts between them signed by electronic signatures shall be validly executed contracts and waive any rights to contest the validity or enforceability of such contract due to electronic signatures by one or both parties.

II. ENTERPRISE PLATFORM LICENSE TERMS

The terms of this Section II (“Enterprise Platform License Terms”) apply exclusively to the licensing and provision of the “Enterprise Platform” version of our Products. Products licensed under these Enterprise Platform License Terms will be designated for use in an “Enterprise Platform for Windows” or “Enterprise Platform for Linux” operating environment on an order.

1. License Grant. We grant you and your affiliates a non-exclusive, non-transferable license, subject to the terms and conditions of this Agreement and in accordance with applicable law, to (a) install our Products identified in an order on servers and workstations in the country to which the Products are delivered; and (b) grant Named Users located anywhere in the world access to the Products (including the Documentation and reports, dashboards, dossiers and other output generated by the Products) in support of your internal business operations, each in accordance with the Documentation and license type(s) and terms specified on an order. We will supply each Product to you by making it available electronically. You may make additional copies of the download files containing the Products for archival purposes.

2. License Type. Your license to a Product will be under a Named User or CPU license type, as specified on an order. Each Named User

license to a Product entitles a Named User to access and use that Product in one production environment and up to two non-production environments. Each CPU license to a Product entitles you to assign the Product to a single CPU in one production environment and up to two non-production environments, for use in support of an unspecified number of Named Users.

3. License Duration. The duration of your license to a Product will be for a perpetual or limited term, as specified on an order. Subject to the terms of this Agreement and the applicable order, (a) if a “Perpetual” interval is specified for a Product, you will receive a license to that Product in perpetuity; and (b) if a “License Term” is specified on an order, you will receive a license to the Products listed on that order for the period specified on the order, commencing on the date of delivery of those Products.

4. Deployment Method. You may only install the Products on servers and workstations under your control in your enterprise data center or under the control of your third-party service provider who hosts the Products on your behalf in a public cloud, and will deploy the Products only in the operating environment specified on the order. If the “Enterprise Platform for Windows” operating environment is specified on the order, you may deploy the Products listed on the order solely in a Microsoft Windows environment, except for any Products which technically require deployment in a different operating environment. If the “Enterprise Platform for Linux” operating environment is specified on the order, you may deploy the Products listed on the order solely in a Linux environment, except for any Products which technically require deployment in a different operating environment.

5. Renewal of Enterprise Platform Term Licenses. Except as otherwise specified on an order, for all limited term Product licenses that you purchase from us, (a) upon expiration of the license term specified on the order, you have the option to renew such term Product licenses for subsequent license terms of equal duration, each at a renewal term license fee equal to the term license fee for the prior, expiring license term (which will not account for any transaction incentives included on a prior order) increased by the greater of CPI and five percent (5%), and (b) you agree to renew such term Product licenses unless you provide

written notice to us at least ninety (90) days before expiration of the then-current license term that you desire not to renew. For each such renewal, we grant you a license to the applicable Products for the duration of the license term effected by the renewal, governed by the same terms and conditions that governed your initial term license purchase.

6. Additional Limited Warranties and Remedies. We warrant that (a) for a period of six (6) months from the effective date of an order (“Enterprise Platform Warranty Period”), each Product listed on the order and Updates delivered for the Product during the Enterprise Platform Warranty Period will perform in substantial conformance with the technical specifications set forth in the Documentation; and (b) prior to release, we scan each version of the Products using a nationally recognized virus scanning program and we will remove any virus detected by such virus scanning program prior to releasing such version of the Products. For any breach of the warranty set forth in subsection (a) above, your exclusive remedy and our entire liability will be (1) the correction of the Product errors that caused the breach of the warranty; or (2) replacement of the Product; or (3) if neither of the foregoing can be reasonably effected by us, the refund of the license fees and any unused, prepaid Technical Support Services fees paid for the Product, provided that the Product licenses are terminated.

III. CLOUD PLATFORM LICENSE TERMS

The terms of this Section III (“Cloud Platform License Terms”) apply exclusively to the licensing and provision of the “Cloud Platform” version of our Products, an optimized version of the MicroStrategy software platform built specifically for deployment in an Amazon Web Services or Microsoft Azure environment through the MicroStrategy cloud provisioning console. Products licensed under these Cloud Platform License Terms will be designated for use in a “Cloud Platform for AWS” or “Cloud Platform for Azure” operating environment on an order.

1. License Grant. We grant you and your affiliates a non-exclusive, non-transferable license, subject to the terms and conditions of this Agreement and in accordance with applicable law, to (a) install our Products identified in an order on servers and workstations in the country to which the Products are delivered; and (b) grant Named Users located anywhere in the world access to the Products (including the Documentation and reports, dashboards, dossiers and other output generated by the Products) in support of your internal business operations, each in accordance with the Documentation and license type(s) and terms specified on an order. We will supply each Product to you by making it available electronically. You may make additional copies of the download files containing the Products for archival purposes.

2. License Type. Your license to a Product will be under a Named User or CPU license type, as specified on an order. Each Named User license to a Product entitles a Named User to access and use that Product in one production environment and up to two non-production environments. Each CPU license to a Product entitles you to assign the Product to a single CPU in one production environment and up to two non-production environments, for use in support of an unspecified number of Named Users.

3. License Duration. The duration of your license to a Product will be for a perpetual or limited term, as specified on an order. Subject to the terms of this Agreement and the applicable order, (a) if a “Perpetual” interval is specified for a Product, you will receive a license to that Product in perpetuity; and (b) if a “License Term” is specified on an order, you will receive a license to the Products listed on that order for the period specified on the order, commencing on the date of delivery of those Products.

4. Deployment Method. You may only install the Products on servers and workstations under the control of your third-party service provider who hosts the Products on your behalf in a public cloud, and will deploy the Products only in the operating environment specified on

the order. If the “Cloud Platform for AWS” operating environment is specified on the order, you may deploy the Products listed on the order solely in an Amazon Web Services environment, except for any Products which technically require deployment in a different operating environment. If the “Cloud Platform for Azure” operating environment is specified on the order, you may deploy the Products listed on the order solely in a Microsoft Azure environment, except for any Products which technically require deployment in a different operating environment.

5. Renewal of Cloud Platform Term Licenses. Except as otherwise specified on an order, for all limited term Product licenses that you purchase from us, (a) upon expiration of the license term specified on the order, you have the option to renew such term Product licenses for subsequent license terms of equal duration, each at a renewal term license fee equal to the term license fee for the prior, expiring license term (which will not account for any transaction incentives included on a prior order) increased by the greater of CPI and five percent (5%), and (b) you agree to renew such term Product licenses unless you provide written notice to us at least ninety (90) days before expiration of the then-current license term that you desire not to renew. For each such renewal, we grant you a license to the applicable Products for the duration of the license term effected by the renewal, governed by the same terms and conditions that governed your initial term license purchase.

6. Additional Limited Warranties and Remedies. We warrant that (a) for a period of six (6) months from the effective date of an order (“Cloud Platform Warranty Period”), each Product listed on the order and Updates delivered for the Product during the Cloud Platform Warranty Period will perform in substantial conformance with the technical specifications set forth in the Documentation; and (b) prior to release, we scan each version of the Products using a nationally recognized virus scanning program and we will remove any virus detected by such virus scanning program prior to releasing such version of the Products. For any breach of the warranty set forth in subsection (a) above, your exclusive remedy and our entire liability will be (1) the

correction of the Product errors that caused the breach of the warranty; or (2) replacement of the Product; or (3) if neither of the foregoing can be reasonably effected by us, the refund of the license fees and any

unused, prepaid Technical Support Services fees paid for the Product, provided that the Product licenses are terminated.

IV. MICROSTRATEGY CLOUD ENVIRONMENT SERVICE TERMS

The terms of this Section IV (“MicroStrategy Cloud Environment Service Terms”) apply exclusively to the provision of the MCE Service. To the extent there is any conflict between these MicroStrategy Cloud Environment Service Terms and the Cloud Platform License Terms, these MicroStrategy Cloud Environment Service Terms will prevail.

1. Access Grant. During the term of your access to the MCE Service as set forth on an order (“MCE Service Term”), we grant you and your affiliates a non-exclusive, non-transferable right, subject to the terms and conditions of this Agreement and in accordance with applicable law, to grant Named Users located anywhere in the world access to our MCE Service (including the Documentation and reports, dashboards, dossiers and other output generated by the MCE Service) solely in support of your internal business operations, in a manner consistent with the Documentation and license type(s) and terms specified on an order. We will provide you access to your MCE Service environment by sending you an IP address or URL. During the MCE Service Term, you may only access and use the “Cloud Platform” version of our Products as part of the MCE Service provided by us pursuant to these MicroStrategy Cloud Environment Service Terms.

2. License Type. Your use of our Products as part of the MCE Service will be under a Named User or CPU license type, as specified on an order. Each Named User license to a Product as part of the MCE Service entitles a Named User to access and use that Product in one production environment and up to two non-production environments. Each CPU license to a Product as part of the MCE Service entitles you to assign the Product to a single CPU in one production environment and up to two non-production environments, for use in support of an unspecified number of Named Users.

3. MCE Service Duration. Subject to the terms of this Agreement and the applicable order, each MCE Service Term will be for the period specified on the order, commencing on the effective date of the order. During the MCE Service Term, the MCE Service is non-cancelable and non-refundable.

4. Deployment Method. We will manage and operate the MCE Service on your behalf in an Amazon Web Services or Microsoft Azure public cloud. If the “Cloud Platform for AWS” operating environment is specified on the order, we will provide the MCE Service solely in an Amazon Web Services environment that we procure on your behalf. If the “Cloud Platform for Azure” operating environment is specified on the order, we will provide the MCE Service solely in a Microsoft Azure environment that we procure on your behalf.

5. Support. During the MCE Service Term, we will provide Standard Technical Support Services and Cloud Support to you. Standard Technical Support Services will be provided according to our then-current technical support policy and procedure listed at microstrategy.com. Under “Cloud Support,” our Cloud Support engineers will provide ongoing support to help you maximize the performance and agility – and minimize the cost – of your MicroStrategy Cloud Platform deployment, as further described in the MCE Service Guide.

6. Additional PaaS Components. Each order will contain a list of the Products and Additional PaaS Components included with the MCE Service. Except as otherwise set forth on an order, all Additional PaaS Components are payable by you in advance and we will invoice you following the execution of an order. The following components comprise the Additional PaaS Components:

(a) **Cloud Architecture: Standard Offering.** Our Standard “Cloud Architecture” offering consists of a base infrastructure package (designated on an order as “Cloud Architecture-AWS” or “Cloud Architecture-Azure”) with the option to purchase incremental, additional nodes as needed. The following cloud infrastructure service offerings are included in the base infrastructure package for the Standard offering: (i) **one (1) production node with up to 512 GB RAM**; (ii) **one (1) non-production development node with up to 64 GB RAM**; and (iii) **one (1) non-production utility node with up to 32 GB RAM**. You may also purchase additional Cloud Architecture nodes to add to this base infrastructure package for your MicroStrategy Cloud Environment through the execution of a new order. **Each additional production node and each additional non-production node will include up to 512 GB RAM**, as further described in the MCE Service Guide.

(b) **Cloud Architecture: Small Offering.** Our Small “Cloud Architecture” offering consists of a base infrastructure package only (designated on an order as “Cloud Architecture-AWS-Small” or “Cloud Architecture-Azure-Small”). The following cloud infrastructure service offerings are included in the base infrastructure package for the Small offering: (i) **one (1) production node with up to 128 GB RAM**; and (ii) **one (1) non-production utility node with up to 16 GB RAM**.

We will procure the offerings described in this section on your behalf from Amazon Web Services (if you purchase the “Cloud Architecture-AWS” or “Cloud Architecture-AWS-Small” offerings) or Microsoft Azure (if you purchase the “Cloud Architecture-Azure” or “Cloud Architecture-Azure-Small” offerings) to host the MicroStrategy Cloud Platform in a MicroStrategy Cloud Environment, as further described in the MCE Service Guide. These infrastructure service offerings will be operated out of a data center location or region that you and we mutually determine. We will invoice you periodically for any additional fees that we incur from Amazon Web Services or Microsoft Azure, as applicable, arising from your use of the MCE Service plus five percent (5%). As part of our “Cloud Architecture” offerings, we will also provide you cloud environment support for your purchased nodes, as described in this section, which includes support of your MicroStrategy Cloud Platform (in both production and non-production environments) managed by MicroStrategy experts in the MicroStrategy Cloud Environment. Such support also includes MicroStrategy and Amazon Web Services or Microsoft Azure experts, as applicable, and the provision of 24x7 monitoring, daily backups, updates and quarterly system reviews, as further described in the MCE Service Guide.

7. Renewal of MCE Service. Except as otherwise specified on an order, (a) upon expiration of the MCE Service Term specified on the order, you have the option to renew your right to access the MCE Service (for Products and Additional PaaS Components of the same types and quantities) for subsequent MCE Service Terms of equal duration, each

at a renewal MCE Service fee equal to (i) the MCE Service fees attributable to the Products for the prior, expiring MCE Service Term (which will not account for any transaction incentives included on a prior order), increased by the greater of CPI and five percent (5%), plus (ii) MCE Service fees for the Cloud Architecture offerings at the then-current list price for those offerings; and (b) you agree to renew your right to access the MCE Service unless you provide written notice to us at least ninety (90) days before expiration of the then-current MCE Service Term that you desire not to renew. For each such renewal, we grant you a right to access the MCE Service for the duration of the MCE Service Term effected by the renewal, governed by the same terms and conditions that governed your initial MCE Service purchase.

8. Perpetual Cloud Platform Licenses. In the event the MCE Service incorporates the “Cloud Platform” version of our Products licensed by you on a perpetual license basis, then (i) following the expiration of the MCE Service Term, you will maintain a license to the Products, governed by the Cloud Platform License Terms; and (ii) notwithstanding anything to the contrary in this Agreement, you will pay annual standard Technical Support Services fees during the MCE Service Term according to the “Technical Support” section of this Agreement.

9. Suspension of Access and Removal of Customer Content. We reserve the right to suspend your access to the MCE Service if you or any of your Named Users breach a material provision of this Agreement, and to remove any improper Customer Content that is uploaded or transferred to the MCE Service in violation of this Agreement.

10. MCE Service Obligations and Restrictions. You will promptly notify us of any unauthorized use of any password or account or any other known or suspected breach of security of the MCE Service. If you become aware of any violation of your obligations by a Named User, you will immediately terminate such Named User’s access to the MCE Service and Customer Content. We and our affiliates are not responsible for unauthorized access to your Named User accounts, except to the extent caused by our breach of this Agreement. Except for our responsibilities as expressly set forth in an order, you are responsible for the development, content, operation, maintenance, and use of Customer

Content and compliance with the MCE Service Guide and all MCE Service policies that we make available to you from time to time. If one of our Third-Party Solution infrastructure providers materially diminishes any Third-Party Solution included with the MCE Service or terminates its agreement with us, we will replace that Third-Party Solution with a materially equivalent solution.

11. Additional Limited Warranties and Remedies. We warrant that (a) the MCE Service will perform in substantial conformance with the technical specifications set forth in the Documentation during an MCE Service Term; and (b) the functionality of the MCE Service will not decrease during an MCE Service Term; and (c) our employees and contractors will perform any Services listed on an order in a manner conforming to generally accepted industry standards and practices. For any breach of the warranties set forth in subsections (a) or (b) above, your exclusive remedy, and our entire liability, will be (1) the correction of the MCE Service errors that caused the breach of the warranty; or (2) if such correction cannot be reasonably effected by us, the termination of all orders governed by these MicroStrategy Cloud Environment Terms and the refund of any unused, prepaid fees paid for the Additional PaaS Components. For any breach of the warranty set forth in subsection (c) above, your exclusive remedy and our entire liability will be re-performance of the Services at no cost to you.

12. Return of Customer Content Following Termination. Upon termination of all orders governed by these MicroStrategy Cloud Environment Terms, we will make all Customer Content available for your download in the format in which it was stored as part of the MCE Service for thirty (30) days after termination, after which time it will be deleted.

13. Operational Notices. Notwithstanding anything to the contrary in the Agreement, we may give notices regarding the MCE Service to you by means of a general notice posted on the log-in page of the MCE Service. Such notices will be deemed to have been given the first time you (or any of your Named Users) log in to the MCE Service after the notice has been posted. Notices under an MCE Service policy will be given in accordance with the terms of the policy.

V. SERVICES TERMS

The terms of this Section V (“Services Terms”) apply exclusively to the provision of our Technical Support, Education, and Consulting Services offerings.

1. Pricing Models. Each type of Service purchased under these Services Terms will be provided under one of the following pricing models.

- (a) Annual Subscription. Services sold under an “Annual Subscription” pricing model will be designated on an order by an “Annual” interval at a fixed annual fee. We will provide these Services to you for a period of twelve (12) months beginning on the effective date of the order, except as otherwise set forth below. Annual Subscription Services are payable by you in advance following the execution of an order and are renewable thereafter as described further below.
- (b) Hourly. Services sold under an “Hourly” pricing model will be designated on an order by a “Project” interval at an hourly rate for an estimated number of hours. We will deliver these Services at your request on a time and materials basis during the twelve (12) month period beginning on the effective date of the order; the number of hours that we actually deliver may vary from the estimated number of hours listed on the order. For clarity, these types of Services are not provided on a fixed-fee basis and we do not guarantee completion of deliverables

within a specific number of hours. If the parties anticipate that the hours to be delivered will exceed the estimated hours set forth on the order, we will request your approval to exceed the estimate and will not deliver those excess hours until we receive your approval; such approval may be provided by email or in an executed change order. We will invoice you periodically for hours delivered and expenses we incur while providing the Services.

- (c) Prepaid Hourly. Services sold under a “Prepaid Hourly” pricing model will be designated on an order by an “Annual” interval at an hourly rate for a set number of hours. Prepaid Hourly Services are payable by you in advance and we will invoice you for the total number of stated hours following the execution of an order. We will deliver these Services at your request on a time and materials basis up to the number of hours stated on the order; hours not requested during the twelve (12) month period beginning on the effective date of the order will expire. We will invoice you for Services delivered in excess of the stated hours at the Prepaid Hourly rates listed on the order; we will also invoice you periodically for expenses we incur while providing the Services.

2. Technical Support.

- (a) Levels of Technical Support Offerings. We offer four (4) levels of Technical Support Services – Standard Support, Extended Support, Premier Support and Elite Support – each of which is provided by us in accordance with and described in the Technical Support Policy. We will provide you the level of Technical Support Services specified on an order. Each of these support offerings is provided on an Annual Subscription basis.
- (b) Support Liaisons. You may designate a set number of Support Liaisons (as defined in our Technical Support Policy) for each or your DSIs based on the level of Technical Support Services you purchase. You may also purchase additional Support Liaisons on an Annual Subscription basis.
- (c) Enterprise Support. As part of your Technical Support Services subscription, you may be eligible to receive certain “Enterprise Support” services as specifically described in the Technical Support Policy. You may also purchase Enterprise Support via an order on a Prepaid Hourly basis.
- (d) Additional Technical Support Terms. Each order for perpetual Product licenses will state the fee for Standard Technical Support Services for a period of twelve (12) months commencing on the date of delivery of those Products; this fee will be priced as a percentage of the license fees on the order. Except as otherwise specified on an order, (a) upon expiration of the initial annual subscription term, you have the option to renew Standard Technical Support Services on those Product licenses for subsequent annual subscription terms, each at an annual fee equal to the prior annual subscription term fee increased by the greater of CPI and five percent (5%); and (b) you agree to renew Standard Technical Support Services unless you provide written notice to us at least ninety (90) days before expiration of the then current subscription term that you desire to have your Technical Support Services lapse on all of your Product licenses. Standard Technical Support Services for term licenses is included as part of the term license fee. For each Product license, we will deliver to you, at your request, an Update at no charge as part of a Technical Support Services subscription. Updates will not include new products that we market separately. We warrant that we will not materially decrease the level of Technical Support Services provided during an active subscription to such Technical Support Services.

If you purchase perpetual Product licenses and related first-year Standard Technical Support Services through a Reseller and the Reseller does not renew Standard Technical Support Services with us on your behalf, then upon expiration of the initial annual subscription term, Standard Technical Support Services for those perpetual Product licenses (i) will automatically renew directly with us for one additional year at an annual rate equal to the first-year Standard Technical Support Services fee payable by the Reseller to us increased by the greater of CPI and five percent (5%), and (ii) will renew annually thereafter for subsequent annual subscription terms, each at an annual fee equal to the prior annual subscription term fee increased by the greater of CPI and five percent (5%), unless you provide written notice to us at least ninety (90) days before expiration of the then current subscription term that you desire to have your Technical Support Services lapse on all of your Product licenses.

3. Education. We offer education and training Services on either an Annual Subscription or Hourly basis, as described below. Education offerings may be purchased via an order or an online purchase. In the

case of education offerings purchased online, references to an order will be deemed to refer to the online purchase, and references to the “effective date of an order” will be deemed to mean the date of online purchase. Further, and notwithstanding anything to the contrary in this Agreement, if you purchase certain education offerings online via a credit card and choose a monthly billing option, we will charge the credit card provided to us on a monthly basis during the term of your subscription.

- (a) Types of Education Offerings.

- (i) Education Passes. Education Passes are sold on an Annual Subscription basis and provide our customers and partners with flexible access to our training materials, courses and other education offerings as described further below. Each Education Pass provides a single individual (“Education Pass User”) global access to instructor-led public training classes (virtual or in-person) and self-paced training courses, and includes all applicable certification exam fees. There are two types of Education Passes: an “Architect Education Pass,” that provides the Education Pass User with unlimited access to all live or on-demand courses and annual certifications specific to Architects and the establishment of an Intelligence Center, and access to our “Expert.Now” offering, as further described below; and an “Analyst Education Pass,” that provides the Education Pass User with access to all live or on-demand courses and annual certifications specific to Analysts. Except as otherwise set forth on an order, each Education Pass subscription will automatically renew for successive twelve (12) month terms at the then-current list price unless you provide written notice to us (via email to education@microstrategy.com) at least thirty (30) days before expiration of the then-current subscription term that you do not wish to renew such subscription. No more than once during an Education Pass subscription term, you may reassign an Education Pass subscription to a new Education Pass User for the remainder of the subscription term if the current Education Pass User has not used the Education Pass to attend any public instructor-led courses or access any self-paced training courses or if the current Education Pass User has terminated employment with you.

- (1) Trial Architect Education Passes. Each of your employees with a corporate email address may register for and receive an Architect Education Pass for a trial period of 30 days, commencing on the date of registration (“Trial Period”). During the Trial Period, such individual will have access to all of the benefits of an Architect Education Pass (including access to Expert.Now), except that, during the Trial Period, such individual will not be able to obtain any certification for Architects and will not have access to certification exams. Following the expiration of the Trial Period, such individual’s rights to access the benefits of an Architect Education Pass will terminate, and may only be extended through your purchase of an Architect Education Pass.

- (ii) Education Services. Education Services are sold on an Hourly basis. Under an “Education Services” engagement, we will assist you with customizing and adapting our courseware and training classes to your application standards, data sets, customizations and use cases. You will reimburse us for all reasonable expenses we incur when delivering these Education Services. We grant you a license to use the work product we develop as part of an Education Services engagement in support of your internal business operations.

(b) Additional Education Terms.

(i) Instructor-Led Private Classes. For each in-person instructor-led private training class delivered at a non-MicroStrategy location, (a) if the instructor is required to travel to deliver the class, you will reimburse us for the instructor's reasonable travel expenses and (b) if we are required to rent a facility to deliver the class, you will reimburse us for all reasonable facility rental fees we incur.

(ii) Courseware for Instructor-Led Training Classes. For each instructor-led training class (whether public or private, virtual or in-person) we deliver to you, we will make electronic versions of the course content files for the class ("Courseware") available to you, and you may reproduce and distribute one paper copy of the Courseware to each of your employees (or other individual designated by you) who attends the class. Your use of the Courseware is limited to use only by those individuals who attend the class, solely for their own training purposes.

(iii) Intellectual Property and Subcontractors. All education course materials (including Courseware) are copyrighted by us and are our Confidential Information. Education and training Services are provided and delivered either directly by us or through our subcontractors. Notwithstanding anything to the contrary in any written agreement between you and us, if any, you consent to our use of subcontractors to provide education and training Services.

(iv) Expert.Now. Each Education Pass User who holds an Architect Education Pass ("Architect Pass User") will receive access to "Expert.Now," a MicroStrategy education offering that enables the user to request access to and join video chat rooms with MicroStrategy analysts and architects ("Experts") during normal business hours to request tailored guidance and instruction on the features and functionality of MicroStrategy products. We will provide access to Expert.Now through the MicroStrategy Community site and any other interface that we

make available to you. The Expert.Now offering is subject to the availability of an Expert with expertise in the subject area for which guidance is requested; if an Expert is not available immediately upon request, the Architect Pass User may schedule a video chat session with an Expert during the next window of availability at his/her convenience. For clarity, Expert.Now is an education offering and is not part of Technical Support Services. In connection with your use of the Expert.Now offering, you will not transfer to us or provide us any access to (1) Protected Data (except for Protected Data related to your contact persons); or (2) material in violation of third-party privacy rights; or (3) libelous, or otherwise unlawful or tortious material; or (4) material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any entity or individual; or (5) viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.

4. Consulting. We offer consulting Services on an Hourly basis at certain individual consultant resource levels – Specialist, Master, Expert and Fellow. For these individual consultant resource Service offerings, we will perform the applicable tasks set forth on an order or a statement of work at your request on an Hourly basis at the hourly rates applicable to each resource. Each of these resource levels are available either onsite or remotely from our offshore delivery centers. You will reimburse us for all reasonable expenses we incur when delivering the consulting Services. We grant you a license to use the work product we develop as part of a consulting Services engagement in support of your internal business operations and, if you are a MicroStrategy partner to whom we are providing consulting Services on behalf of an end customer, a license to sublicense such work product to the end customer solely to support the end customer's use of our Products.

5. Additional Limited Warranty Applicable to all Service Offerings. We warrant that our employees and contractors will perform any Services listed on an order in a manner conforming to generally accepted industry standards and practices. For any breach of this warranty, your exclusive remedy and our entire liability will be reperformance of the Services at no cost to you.

SCHEDULE 1 - TERRITORY-SPECIFIC TERMS

The terms of this Schedule 1 (“Territory-Specific Terms”) reflect certain legal and operational requirements in each jurisdiction where our Products and Services are delivered. For each order under this Agreement, the terms and conditions stated below corresponding to the applicable Territory supplement and amend this Agreement for that order.

1. **United States and Canada.** If the Territory is the United States or Canada, the MicroStrategy contracting entity on the order is **MicroStrategy Services Corporation**, a Delaware corporation with offices at 1850 Towers Crescent Plaza, Tysons Corner, Virginia, United States 22182, and the following terms apply:
 - (a) the Governing Law will be the laws of the Commonwealth of Virginia, United States, and controlling United States federal law; and
 - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of United States state and federal courts with jurisdiction over Fairfax County, Virginia, United States.
 - (c) Any Products acquired with United States Federal Government funds or intended for use within or for any United States federal agency are provided in accordance with FAR 12.212, Computer Software (October 1995), 52.227-19, Commercial Computer Software Restricted Rights (June 1987), and DFARS part 227.7202, Commercial Computer Software and Commercial Computer Software Documentation (October 1998).
 - (d) We are a federal contractor. As a result, but only if applicable, the Equal Opportunity Clauses set forth in 41 C.F.R. parts 60-1.4(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein. In addition, but also only if applicable, **you will abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.** This language is provided as part of our compliance with the applicable Executive orders, statutes and regulations regulated by the Department of Labor.; and
 - (e) References to “CPI” will be deemed to mean the latest published percentage increase in the United States Consumer Price Index-All Urban Consumers, U.S.-All items, 1982-84=100 at the time of the renewal.
2. **Argentina.** If the Territory is the Republic of Argentina, the MicroStrategy contracting entity on the order is **MicroStrategy Brasil Ltda. Sucursal Argentina**, with offices at Avenida Corrientes 800, 35th Floor, offices 102 & 103, C1008 CABA, Argentina, and the following terms apply:
 - (a) the Governing Law will be the laws of the Republic of Argentina; and
 - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Buenos Aires, Argentina; and
 - (c) the second sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “In no event will we or any of our affiliates and licensors be liable to you or any of your affiliates for any indirect, special, incidental, consequential, or exemplary damages, including without limitation for loss of business, loss of income, revenue, earnings, net worth or profit, loss of opportunity or damage to reputation;” and
3. **Australia and New Zealand.** If the Territory is Australia or New Zealand, the MicroStrategy contracting entity on the order is **MicroStrategy Pty. Ltd.**, ABN 59 094 495 020 with offices at Level 4, 68 York Street, Sydney, NSW 2000 Australia, and the following terms apply:
 - (a) the Governing Law will be the laws of New South Wales, Australia; and
 - (d) the “Orders and Payment” section of the General Terms is deleted and replaced with the following: “You will be invoiced upon execution of and according to the terms of an order. All fees due to us will be payable in full thirty (30) days from the date of receipt of the invoice and will be deemed overdue if they remain unpaid thereafter. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. Any amounts which remain unpaid after the due date will be subject to a late charge equal to the then-current interest rate of Banco De La Nación Argentina for discounted commercial paper transactions (tasa activa para operaciones de descuento de documentos), accruing monthly from the due date until such amount is paid. All fees are due to us in the currency listed on an order; notwithstanding the foregoing, if an order includes fees listed in the currency of legal tender in the United States of America (“Dollars”), such fees must be paid in Dollars or their equivalent in Argentinian Pesos, at the sell rate of the Dollar published by Banco De La Nación Argentina on the day prior to the date of effective payment. Fees listed on an order do not include V.A.T. If a stamp tax applies to an order, fifty percent (50%) of such tax will be borne by us and the remaining fifty percent (50%) will be borne by you. We will pay the full amount of the applicable tax to the corresponding agencies and will subsequently invoice you for the portion of the tax you are responsible for. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by you”; and
 - (e) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: MicroStrategy Brasil Ltda. Sucursal Argentina, Attention: Legal Representative, Avenida Córdoba 1439, 11th Floor, Office 83/84 (C1055AAR), Ciudad Autónoma de Buenos Aires, Argentina; email: crequest@microstrategy.com;” and
 - (f) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “twelve (12) months;” and
 - (g) Section 5 of the “Enterprise Platform License Terms,” Section 5 of the “Cloud Platform License Terms,” and Section 7 of the “MicroStrategy Cloud Environment Service Terms” are inapplicable; and
 - (h) the definition of CPI in the Agreement is inapplicable and all instances of the phrase “increased by the greater of CPI and five percent (5%)” in the “Additional Technical Support Terms” section of the Services Terms are deleted in their entirety.

- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of New South Wales, Australia; and
- (c) references to "CPI" in the Agreement will be deemed to refer to "Australia CPI."
4. **Belgium, The Netherlands and Luxembourg (Benelux).** If the Territory is Belgium, the Netherlands or Luxembourg, the MicroStrategy contracting entity on the order is **MicroStrategy Benelux BV** with offices at Papendorpseweg 100, Utrecht 3528BJ, 204 Netherlands and **MicroStrategy Belgium BV** with offices at Avenue du Port 86C / 204, 1000 Bruxelles, Belgium, and the following terms apply:
- (a) the Governing Law will be the laws of the Netherlands for customers with their registered corporate address in the Netherlands and the laws of Belgium for customers with their registered corporate address in Belgium or Luxembourg; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of Amsterdam, Netherlands for customers with their registered corporate address in the Netherlands and to the exclusive jurisdiction of the courts of Brussels, Belgium for customers with their registered corporate address in Belgium or Luxembourg; and
- (c) the first sentence of the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "To the maximum extent permitted by law and except for (a) our obligations under the "Indemnification" section of this Agreement, (b) bodily injuries or death caused by us, (c) the damages resulting from a party's gross negligence, fraud or intentional misconduct, or (d) your breach of our intellectual property rights or export laws, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) EUR 300,000.;" and
- (d) references to "CPI" in the Agreement will be deemed to refer to "the latest published percentage increase in local Consumer Price Index at the time of the renewal."
5. **Brazil.** If the Territory is Brazil, the MicroStrategy contracting entity on the order is **MicroStrategy Brasil Ltda.**, with offices at Rua Irmã Gabriela 51, office 413, Cidade Monções, São Paulo / São Paulo, CEP: 04.571-130, Brazil, and the following terms apply:
- (a) the Governing Law will be the laws of Brazil; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the Central Court of the City of São Paulo, Brazil; and
- (c) the second sentence of the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "In no event will we or any of our affiliates or licensors be liable to you or any of your affiliates for any indirect, special, incidental, consequential, exemplary damages, or loss of profit, whether in contract, tort, or otherwise, even if we or any of our affiliates or licensors have been advised of the possibility of such damages and even if an agreed remedy fails of its essential purpose or is held unenforceable for any other reason.;" and
- (d) the "Orders and Payment" section of the General Terms is deleted and replaced with the following: "Except as otherwise set forth on an order, invoices will be issued in Reais (R\$), within five (5) calendar days of the effective date of an order. All fees due to us will be payable, in full and in the currency listed on an order, thirty (30) days from the date of the invoice and will be deemed overdue if they remain unpaid thereafter. Any amounts which remain unpaid after the due date will be increased based on the variation of the IGP-M, from the due date until such amount is paid, and will be subject to a late charge equal to one percent (1%) per month, pro-rata-die. In addition to the foregoing monetary adjustment, any amounts that remain unpaid for more than ten (10) days after the due date will be increased by an additional two percent (2%) late charge. Fees on an order include all taxes for billing in São Paulo. If there are changes in the taxes or tax rates, fees will be adjusted accordingly to conform to the rates and taxes applicable on the date of the invoice. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by you.;" and
- (e) the second sentence of the "Notices" section of the General Terms is deleted and replaced with the following: "You will provide notices to: MicroStrategy Brasil Ltda., Attention: Legal Representative, at Rua Irmã Gabriela 51, office 413, Cidade Monções, São Paulo / São Paulo, CEP: 04.571-130, Brazil; email: crequest@microstrategy.com"; and
- (f) the "Additional Limited Warranties and Remedies" sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from "six (6) months" to "three (3) months;" and
- (g) the definition of CPI in the Agreement is inapplicable and subsection (a) of the "Additional Technical Support Terms" section of the Services Terms is deleted and replaced with the following: "(a) upon expiration of the initial annual subscription term, you have the option to renew standard Technical Support Services on those Product licenses for subsequent annual subscription terms, each at an annual fee equal to the prior annual subscription term fee increased by the "IGP-M", or, in its absence, the official index that best reflects the inflation of the prior period and ..."
6. **China.** If the Territory is China, the MicroStrategy contracting entity on the order is **MicroStrategy Singapore Pte. Ltd.**, with offices at 1 Harbourfront Avenue, Keppel Bay Tower, #03-02, Singapore 098632, and the following terms apply:
- (a) The Governing Law will be the laws of Singapore; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdictions of the courts of Singapore; and
- (c) in the event of a conflict between the English-language version and the Chinese-language version of this Agreement, or between the English-language version and the Chinese-language version of an order, the English-language version will prevail; and
- (d) references to "CPI" in the Agreement will be deemed to refer to "China CPI."
7. **France.** If the Territory is France, the MicroStrategy contracting entity on the order is **MicroStrategy France SARL**, with offices at WOJO Neuilly-sur-Seine, 92 Avenue Charles de Gaulle, 92200 Neuilly-sur-Seine, France, and the following terms apply:
- (a) The Governing Law will be the laws of France; and

- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the Courts of the Paris Court of Appeal; and
 - (c) the first sentence of the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "To the maximum extent permitted by law and except for (a) our obligations under the "Indemnification" section of this Agreement, (b) damages resulting from your breach of our intellectual property rights, (c) damages resulting from fraud, gross negligence or willful misconduct of any party, or (d) bodily injury or death caused by the negligence of a party, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) EUR 300,000.;" and
 - (d) the "Additional Limited Warranties and Remedies" sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from "six (6) months" to "nine (9) months;" and
 - (e) references to "CPI" will be deemed to refer to the "Syntec index" which will be calculated using the following formula: $P = (P_0 \times S_1) / S_0$, in which P is the revised price, P₀ is the fixed price of the order, S₀ is the last Syntec index published at the time of the signature of the order and S₁ is the latest Syntec index published on the date of the revision.
8. **Germany, Austria and Switzerland (DACH).** If the Territory is Germany, the MicroStrategy contracting entity on the order is **MicroStrategy Deutschland GmbH**, with offices at Gustav-Heinemann-Ufer 56, 50968 Cologne, Germany. If the Territory is Austria, the MicroStrategy contracting entity on the order is **MicroStrategy Austria GmbH**, with offices at Regus Business Center Twin Tower, Wienerbergstrasse 11, 1100 Wien. If the Territory is Switzerland, the MicroStrategy contracting entity on the order is **MicroStrategy Switzerland GmbH**, with offices at c/o Rödl & Partner AG, Flurstraße 55, 8048 Zürich. The following terms will apply for each of Germany, Austria and Switzerland:
- (a) If your contractual partner is MicroStrategy Deutschland GmbH, the Governing Law will be the laws of the Federal Republic of Germany; if your contractual partner is MicroStrategy Austria GmbH, the Governing Law will be the laws of Austria; if your contractual partner is MicroStrategy Switzerland GmbH, the Governing Law will be the laws of Switzerland;
 - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdictions of (i) the ordinary courts of Cologne, Germany, if your contractual partner is MicroStrategy Deutschland GmbH; (ii) the courts of Vienna, if your contractual partner is MicroStrategy Austria GmbH, and (iii) the courts of Zurich, if your contractual partner is MicroStrategy Switzerland GmbH;
 - (c) the third sentence of the "Term and Termination" section of the General Terms is deleted and replaced as follows: "We may terminate this Agreement, any order or Product license upon prior written notice (a) if you breach a material provision of this Agreement and fail to cure such breach within thirty (30) days following such notice, (b) as provided in the "Indemnification" section of these General Terms or the applicable "Additional Limited Warranties and Remedies" section of this Agreement or (c) if a direct or indirect competitor of us gains direct or indirect control or dominant influence over you";
- (d) the first sentence of the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "To the maximum extent permitted by law and except for (a) our obligations under the "Indemnification" section of this Agreement, (b) bodily injuries or death caused by us, (c) the damages resulting from a party's gross negligence, fraud or intentional misconduct, (d) your breach of our intellectual property rights or (e) any damage that falls under the Product Liability Act ("Produkthaftungsgesetz" or "Produktehaftpflichtgesetz," for Switzerland), the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) EUR 300,000.;"
 - (e) The "Additional Limited Warranties and Remedies" section of the Enterprise Platform License Terms and the Cloud Platform License Terms is deleted and replaced with the following: "We warrant that for a period of one (1) year from the date of an order ("Warranty Period") each Product listed on the order and Updates delivered for the Products during the Warranty Period will conform to the technical specifications set forth in the Documentation. For any breach of warranty set forth above, we shall remedy the breach by correcting the defect or replacing the defected Product. In case we are unable within a reasonable period of time to remedy the breach, you may request a reduction of the fees paid for the defected Product ("Minderung") or rescind the contract ("Rücktritt"). You may not rescind the contract if the defect is not material. Furthermore, you can claim damages ("Schadensersatz") from us in accordance with the Limitation of Liability section of the General Terms. Defects shall be notified to us in writing, the notice containing details of the error symptoms, to the extent possible evidenced by written documentation. The notice shall enable us to reproduce the error or defect.;" and
 - (f) references to "CPI" in the Agreement will be deemed to refer to the respective German, Austrian or Swiss CPI.
9. **Israel.** If the Territory is Israel, the MicroStrategy contracting entity on the order is **MicroStrategy Israel Ltd**, registered in Israel, with company number 515761740, whose registered office is at 58 Harakevet St., Tel Aviv 6777016 Attn: Barnea & Co. Law Offices, and the following terms apply:
- (a) the Governing Law will be the laws of England and Wales; and
 - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of England and Wales; and
 - (c) the second sentence of the "Data Protection" section of the General Terms is deleted and replaced with the following: "We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our affiliates and third parties (including those located outside of the European Economic Area and Israel) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements.;" and

- (d) references to “CPI” in the Agreement will be deemed to refer to the Consumer Price Index for the United Kingdom for the previous 12 months.
10. **Italy.** If the Territory is Italy, the MicroStrategy contracting entity on the order is **MicroStrategy Italy S.r.l.**, with offices at Corso Italia 13, 20122, Milan, Italy, with tax identification number 12313340155, and the following terms apply:
- (a) The Governing Law will be the laws of Italy; and
 - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of Milan; and
 - (c) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: MicroStrategy Italy, S.r.l. Attention: Legal Representative, at Corso Italia 13, 20122, Milan, Italy; email: crequest@microstrategy.com”; and
 - (d) references to “CPI” in the Agreement will be deemed to refer to “Italy CPI.”
11. **Japan.** If the Territory is Japan, the MicroStrategy contracting entity on the order is **MicroStrategy Japan Inc.**, with offices at Shin-Hanzomon Bldg, 2nd Floor, 13-1 Ichiban-cho, Chiyoda-ku, Tokyo 102-0082, Japan and the following terms apply:
- (a) The Governing Law will be the law of Japan; and
 - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of Japan; and
 - (c) in the event of a conflict between the English-language version and the Japanese-language version of this Agreement, or between the English-language version and the Japanese-language version of an order, the English-language version will prevail; and
 - (d) references to “CPI” in the Agreement will be deemed to refer to “Japan CPI.”
12. **Korea.** If the Territory is Korea, the MicroStrategy contracting entity on the order is **MicroStrategy Korea Co., Ltd.**, with offices at 3F, LG Twintel II Building, 157-3 Samsung-Dong, Kangnam-Gu, Seoul 135-090, Korea and the following terms apply:
- (a) the Governing Law will be the laws of Korea; and
 - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of Seoul Central District Court in Korea; and
 - (c) in the event of a conflict between the English-language version and the Korean-language version of this Agreement, or between the English-language version and the Korean-language version of an order, the English-language version will prevail; and
 - (d) references to “CPI” in the Agreement will be deemed to refer to “Korea CPI.”
13. **Mexico (and other Territories).** If the Territory is Mexico, Colombia, Uruguay, Bolivia, Paraguay, Peru, Ecuador or any country located in Central America, the MicroStrategy contracting entity on the order is **MicroStrategy Mexico S. de R.L. de C.V.**, with offices at Javier Barros Sierra #495, Piso 2 Oficina 154 Col. Desarrollo Santa Fe Álvaro Obregón Ciudad de Mexico, CP 01376, Mexico and the following terms apply:
- (a) the Governing Law will be the laws of Mexico;
 - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of Mexico D.F.; and
 - (c) the second sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “In no event will we or any of our affiliates and licensors be liable to you or any of your affiliates for any indirect, special, incidental, consequential, or exemplary damages, including without limitation for loss of business, loss of income, revenue, earnings, net worth or profit, loss of opportunity or damage to reputation”; and
 - (d) the “Orders and Payment” section of the General Terms is deleted and replaced with the following: “You will be invoiced upon execution of and according to the terms of an order. All fees due to us will be payable in full thirty (30) days from the date of the invoice and will be deemed overdue if they remain unpaid thereafter. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. Any amounts which remain unpaid after the due date will be subject to a late charge equal to three and one-half percent (3.5%) per month from the due date until such amount is paid. All fees are due to us in the currency listed on an order; notwithstanding the foregoing, if an order includes fees listed in the currency of legal tender in the United States of America (“Dollars”), such fees must be paid in Dollars or their equivalent in Mexican Pesos, at the sell rate of the Dollar published by Diario Oficial de la Federación on the day prior to the date of effective payment. Fees listed on an order do not include V.A.T. Except as otherwise noted, all orders are firm and not subject to cancellation, return, refund or offset by you.”; and
 - (e) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: MicroStrategy Mexico S. de R.L. de C.V., Attention: Legal Representative, Javier Barros Sierra 495, 2nd Floor, office 154, Col. Desarrollo Santa Fe, Álvaro Obregón, Ciudad de Mexico, Mexico CP 01376; email: crequest@microstrategy.com”; and
 - (f) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “ninety (90) days.”; and
 - (g) the following language is added after the second sentence of the “Education Passes” subsection of the Services Terms, without otherwise modifying the rest of such “Education Passes” subsection: “Notwithstanding anything to the contrary, Education Pass subscriptions do not include access to any form of MicroStrategy training offered by third parties that have been authorized to provide such training under our MicroStrategy Authorized Training Center program.”
14. **Poland.** If the Territory is Poland, the MicroStrategy contracting entity on the order is **MicroStrategy Poland sp. z o.o.** with offices at Prosta 67, 00-838 Warsaw, Poland and the following terms apply:
- (a) the Governing Law will be the laws of Republic of Poland; and
 - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of Warsaw; and
 - (c) The “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “TO THE

MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR A) OUR OBLIGATIONS UNDER THE “INDEMNIFICATION” SECTION OF THIS AGREEMENT, B) BODILY INJURIES OR DEATH CAUSED BY US; C) FOR THE DAMAGES RESULTING FROM A PARTY’S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT, OR D) YOUR BREACH OF OUR INTELLECTUAL PROPERTY RIGHTS OR EXPORT LAWS, THE CUMULATIVE AGGREGATE LIABILITY OF EITHER PARTY AND ALL OF ITS AFFILIATES TO THE OTHER PARTY AND ALL OF ITS AFFILIATES RELATED TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF A) THE AMOUNT OF THE FEES PAID OR PAYABLE TO US IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM MADE BY YOU AND B) GBP 300,000. IN NO EVENT WILL A PARTY AND ANY OF ITS AFFILIATES BE LIABLE TO THE OTHER PARTY AND ITS AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF EITHER PARTY AND ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS HELD UNENFORCEABLE FOR ANY OTHER REASON.”; and

- (d) references to “CPI” in the Agreement will be deemed to refer to “Republic of Poland CPI.”

15. Portugal. If the Territory is Portugal, the MicroStrategy contracting entity on the order is **MicroStrategy Portugal, Sociedade Unipessoal, Lda**, with offices at Avenida da República, 50, 2nd floor, office 202, 1050-196 Lisboa, Portugal, and the following terms apply:

- (a) the Governing Law will be the laws of Portugal; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Lisbon, Portugal; and
- (c) the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “Except for our obligations under the “Indemnification” section of this Agreement, damages resulting from your breach of our intellectual property rights, damages resulting from a party’s intentional misconduct or gross negligence, and bodily injuries, death or property damages caused by the negligence of a party, the cumulative aggregate liability of each party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (a) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (b) EUR 300,000. In no event will either party or any of its affiliates be liable for any indirect or unforeseeable damages, or for loss of business, loss of income, loss of revenue or earnings, loss of net worth or profit, loss of opportunity or damage to reputation.”; and
- (d) the fourth, fifth and sixth sentences of the “Orders and Payment” section of the General Terms are deleted and replaced with the following: “If any undisputed invoice governed by this Agreement, remains unpaid for thirty (30) or more days after it is due, we may, without limiting our other rights and remedies, suspend technical support services until such amounts are paid in full. In addition, any amounts which remain unpaid after the due date will be subject to the

applicable legal interest rates, from the due date until such amount is paid.”; and

- (e) the second sentence of the “Notices” section of the General Terms is deleted and replaced with the following: “You will provide notices to: MicroStrategy Portugal, Sociedade Unipessoal LDA, Attention: Legal Representative, at Regus Lisboa, Avenida da República, 50 1050-196 Lisboa, Portugal; email: crequest@microstrategy.com”; and
- (f) the following is added as the last sentence to the “Assignment” section of the General Terms: “Unless expressly stated in this Agreement, nothing in this Agreement confers or is intended to confer any rights to third parties under the terms of the Copyright Code.”; and
- (g) the “Additional Limited Warranties and Remedies” sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from “six (6) months” to “twelve (12) months”; and
- (h) subsection (b) of the “Additional Limited Warranties and Remedies” section of the Enterprise Platform License Terms is deleted; and
- (i) references to “CPI” in the Agreement will be deemed to refer to “Portugal CPI” (Índice de Preço ao Consumidor).
- 16. Singapore (and other ASEAN countries), India and Pakistan.** If the Territory is Singapore or any other ASEAN country, India, or Pakistan, the MicroStrategy contracting entity on the order is **MicroStrategy Singapore Pte. Ltd.**, with offices at 1 Harbourfront Avenue, #03-02 Keppel Bay Tower, Singapore 098632 and the following terms apply:
- (a) the Governing Law will be the laws of Singapore; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of Singapore; and
- (c) references to “CPI” in the Agreement will be deemed to refer to “Singapore CPI.”
- 17. South Africa.** If the Territory is South Africa, the MicroStrategy contracting entity on the order is **MicroStrategy South Africa (Proprietary) Limited**, whose registered office is at Twickenham Building, The Campus Cnr Sloane And Main Street, Bryanston 2191, Johannesburg, South Africa, and the following terms apply:
- (a) the Governing Law will be the laws of South Africa; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of High Court of South Africa; and
- (c) the first sentence of the second paragraph of the “Data Protection” section of the General Terms is deleted and replaced with the following: “We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our affiliates and third parties (including those located outside of the European Economic Area and South Africa) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements.”; and
- (d) references to “CPI” in the Agreement will be deemed to refer to the Consumer Price Index for South Africa for the previous 12 months.

18. **Spain.** If the Territory is Spain, the MicroStrategy contracting entity on the order is **MicroStrategy Iberica, S.L.U.**, with offices at Plaza Pablo Ruiz Picasso 1, Torre Picasso, Planta 15, 28020 Madrid, Spain, with tax identification number B-60536646, and the following terms apply:
- (a) the Governing Law will be the laws of Spain; and
 - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of the City of Madrid, Spain; and
 - (c) the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "Except for our obligations under the "Indemnification" section of this agreement, damages resulting from your breach of our intellectual property rights, damages resulting from a party's intentional misconduct or gross negligence, and bodily injuries, death or property damages caused by the negligence of a party, the cumulative aggregate liability of each party and all of its affiliates to the other party and all of its affiliates related to this Agreement will not exceed the greater of (a) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (b) EUR 300,000. In no event will either party or any of its affiliates be liable for any indirect or unforeseeable damages, or for loss of business, loss of income, loss of revenue or earnings, loss of net worth or profit, loss of opportunity or damage to reputation."; and
 - (d) the fourth and fifth sentences of the "Orders and Payment" section of the General Terms are deleted; and
 - (e) the second sentence of the "Notices" section of the General Terms is deleted and replaced with the following: "You will provide notices to: MicroStrategy Iberica, S.L.U. Attention: Legal Department, at Plaza Pablo Ruiz Picasso, Torre Picasso Planta 15, 28020 Madrid, Spain; email: crequest@microstrategy.com"; and
 - (f) the "Additional Limited Warranties and Remedies" sections of the Enterprise Platform License Terms and Cloud Platform License Terms are amended by changing the warranty period in each section from "six (6) months" to "twelve (12) months;" and
 - (g) references to "CPI" in the Agreement will be deemed to refer to "Spain CPI" as published by the National Statistics Institute of Spain (*Instituto Nacional de Estadística de España*) for the relevant period.
19. **Sweden and Denmark.** If the Territory is Sweden the MicroStrategy contracting entity on the order is **MicroStrategy Sweden AB** with offices at Mäster Samuelsgatan 60, 111 21 Stockholm, Sweden. If the Territory is Denmark, the MicroStrategy contracting entity on the order is **MicroStrategy Denmark ApS** with registered offices at 2 Axeltorv, c/o Gorrissen Federspiel, 1609 København V, Denmark. The following terms apply for each of Sweden and Denmark:
- (a) if the MicroStrategy contracting entity is MicroStrategy Sweden AB, the Governing Law will be the laws of Sweden; if the MicroStrategy contracting entity is MicroStrategy Denmark ApS, the Governing Law will be the laws of Denmark; and
 - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdictions of (i) the Maritime and Commercial Court of Stockholm, if the MicroStrategy contracting entity is MicroStrategy Sweden AB; or (ii) the Maritime and Commercial Court of Copenhagen, if the MicroStrategy contracting entity is MicroStrategy Denmark ApS;
- (c) The following sentence is added at the beginning of the "Term and termination" section of the General Terms: "This Agreement shall be for an indefinite term unless terminated by a party in accordance with the provisions of this Agreement."
- (d) references to "CPI" in the Agreement will be deemed to refer to "local CPI."
20. **Taiwan.** If the Territory is Taiwan, the MicroStrategy contracting entity on the order is **MicroStrategy Singapore Pte. Ltd**, with offices at 1 Harbourfront Avenue, Keppel Bay Tower, #03-02, Singapore 098632, and the following terms apply:
- (a) The Governing Law will be the Law of Singapore; and
 - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdictions of the courts of Singapore; and
 - (c) references to "CPI" shall refer to "China CPI."
21. **United Arab Emirates (Middle East).** If the Territory is the United Arab Emirates, the MicroStrategy contracting entity on the order is **MicroStrategy Middle East FZ-LLC**, a Free Zone Limited Liability Company, registered in the Emirate of Dubai, with company number 21051, whose registered office is at Dubai Internet City, Building 20, Floor 1, Office 106, Dubai, United Arab Emirates, and the following terms apply:
- (a) the Governing Law will be the laws of England and Wales; and
 - (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties' relationship under it will be subject to the exclusive jurisdiction of the courts of England and Wales; and
 - (c) the first sentence of the "Limitation of Liability" section of the General Terms is deleted and replaced with the following: "To the maximum extent permitted by law and except for (a) our obligations under the "Indemnification" section, (b) bodily injuries or death caused by us, (c) the damages resulting from one of the party's gross negligence, fraud or intentional misconduct, or (d) your breach of our intellectual property rights or export laws, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) US\$ 300,000."; and
 - (d) the second sentence of the "Data Protection" section of the General Terms is deleted and replaced with the following: "We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by you to us and we may access, use and transfer such Protected Data to our affiliates and third parties (including those located outside of the European Economic Area and the United Arab Emirates) only for the purposes of fulfilling our obligations and exercising our rights, providing information to you and complying with our legal and auditing requirements."; and
 - (e) the following is added as the last sentence to the "Assignment" section of the General Terms: "Unless expressly stated in this Agreement, nothing in this Agreement confers or is intended to confer any rights to any person not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999."; and

- (f) references to “CPI” in the Agreement will be deemed to refer to the Consumer Price Index for the United Kingdom for the previous 12 months.

22. **United Kingdom (and other Territories).** If the Territory is a country located in the United Kingdom, Greece, Serbia, Slovakia, Hungary, Ireland, Slovenia, Belarus, Russia, Macedonia, Bulgaria, Estonia, Croatia, Norway, Chile, or in any other country not otherwise provided for in this Schedule 1, the MicroStrategy contracting entity on the order is **MicroStrategy Limited**, an entity under registered number 02980957 with offices at Chiswick Park, Building 4, 3rd Floor, 566 Chiswick High Road, Chiswick, London W4 5YE, United Kingdom, and the following terms apply:

- (a) the Governing Law will be the laws of England and Wales; and
- (b) any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the parties’ relationship under it will be subject to the exclusive jurisdiction of the courts of England and Wales; and
- (c) the first sentence of the “Limitation of Liability” section of the General Terms is deleted and replaced with the following: “To the maximum extent permitted by law and except for (a) our obligations under the “Indemnification” section, (b) bodily injuries or death caused by us, (c) the damages resulting from one of the party’s gross negligence, fraud or

intentional misconduct, or (d) your breach of our intellectual property rights or export laws, the cumulative aggregate liability of either party and all of its affiliates to the other party and all of its affiliates related to this agreement will not exceed the greater of (i) the amount of the fees paid or payable to us in the twelve (12) months prior to the first claim made by you and (ii) GBP 300,000.”; and

- (d) the following is added as the last sentence to the “Assignment” section of the General Terms: “Unless expressly stated in this Agreement, nothing in this Agreement confers or is intended to confer any rights to any person not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.”; and
- (e) references to “CPI” in the Agreement will be deemed to refer to “UK CPI.”; and
- (f) Additionally, but only if the Territory is Chile, the following language is added after the second sentence of the “Education Passes” subsection of the Services Terms, without otherwise modifying the rest of such “Education Passes” subsection: “Notwithstanding anything to the contrary, Education Pass subscriptions do not include access to any form of MicroStrategy training offered by third parties that have been authorized to provide such training under our MicroStrategy Authorized Training Center program.”



Software as a Service Agreement

This Software as a Service Agreement (the “**Agreement**”) is between **NetDocuments** (as defined below) and _____, with its principal place of business at _____ (“**Customer**”). This Agreement is effective as of _____, (the “**Effective Date**”).

If Customer’s principal place of business stated above is: (a) in the North America, Central America, or South America, “NetDocuments” refers to NetDocuments Software, Inc., a Delaware corporation with offices at 2500 West Executive Parkway, Suite 300, Lehi, Utah 84043; (b) in the United Kingdom, European Economic Area, Africa, or the Middle East, “NetDocuments” refers to NetDocuments Limited registered in England and Wales with registered company number 7509508, with offices at 8th Floor South Reading Bridge House, George Street, Reading, England RG1 8LS; or (c) in Australia, New Zealand, or Asia, “NetDocuments” refers to NetDocuments Australia Pty Limited, with offices at Suite 503, Level 5, Grafton Bond Building, 201 Kent Street, Sydney 2000, NSW, Australia.

1. Definitions

- 1.1. “**Access Software**” means any software in object code form that is supplied by NetDocuments in conjunction with the Services and that installs and runs on Customer Systems, for example, ndOffice or mobile applications. NetDocuments’ support policy for Access Software is posted on the NetDocuments support site.
- 1.2. “**Administrative Contacts**” means individuals designated by Customer to receive notices related to NetDocuments Services, including the operations and functionality thereof. Administrative Contacts will receive Digital Notice by email. Notice will also be posted on the NetDocuments support page.
- 1.3. “**Affiliates**” means any entity that directly or indirectly controls, is controlled by, or is under common control with, Customer or NetDocuments.
- 1.4. “**Billing Date**” means the date identified in the Order Form as the date NetDocuments will bill Customer for the Services.
- 1.5. “**Confidential Information**” of a party means any information, technical data or trade secrets, relating to: product plans, Intellectual Property, products, services, customers, employees, documents, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing, product pricing or financial information of the party, but excluding any information other than Personal Data that: (a) is obtained from a third-party free of any confidentiality obligation; (b) is in or enters the public domain without unauthorized disclosure in breach of this Agreement; (c) was in the Receiving Party’s possession prior to receiving it from the Disclosing Party; or (d) is developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information. Customer’s Confidential Information includes the terms of this Agreement, Customer Data (including to the extent Customer volunteers Customer Data to NetDocuments in decrypted form for any purpose), and Personal Data. NetDocuments’ Confidential Information includes the terms of this Agreement, all Platform Data, and all non-public information regarding the Services.
- 1.6. “**Customer Data**” means data residing on the ND Network that is uploaded or otherwise transmitted by or on behalf of any Service User, for the period of time such data is being stored or processed by the Services.
- 1.7. “**Customer Managed Storage Location**” means a server not hosted by NetDocuments, where Customer can store Customer Data outside the ND Network including, for example, ndFlexStore or ndMirror. Customer’s use of Customer Managed Storage Locations is optional.
- 1.8. “**Customer Service Account**” means the functionality of the Services that allows Administrative Contacts to manage Customer’s account. For example, Administrative Contacts can add Internal Users and

External Users, create user groups, and set user and group permissions through the Customer Service Account.

1.9. **“Data Processing Addendum”** means the document attached hereto as Exhibit A.

1.10. **“Digital Notice”** means information provided by NetDocuments on the NetDocuments support webpage. Customers and Administrative Contacts may register on the support webpage to receive updates by email.

1.11. **“Documentation”** means the official documentation related to the Services made generally available by NetDocuments, including instructions and specifications that describe components, features, requirements, or other aspects of the Services.

1.12. **“External User”** means any person granted access to the all or part of a Service by an Internal User.

1.13. **“Help Desk Support”** means support provided in connection with the Services by NetDocuments to the Customer as described in Section 2.6 and Exhibit B.

1.14. **“Intellectual Property”** means existing and future rights and interests (registered or unregistered) applied for, granted, or otherwise existing anywhere in the world in and to patents, inventions, trademarks and service marks (including all goodwill therein), copyrights, copyrightable works, trade names, domain names, moral rights, trade secrets, know-how, proprietary information, designs, and all other intellectual, industrial, or proprietary rights, however arising and whether or not registered or issued.

1.15. **“Internal Users”** are employees or subcontractors of Customer or a Customer Affiliate given an account in Customer’s repository by Customer’s administrators. Internal Users also include accounts created for use by other applications and integrations (including additional Services or third-party services that integrate with Services) for ongoing functionality or access to a Service, but not associated with a specific individual user. All employees or subcontractors of Customer or a Customer Affiliate who use the Services must be Internal Users and may not be External Users.

1.16. **“ND Network”** means servers and infrastructure under the control of NetDocuments and used to host and operate the Services up to the boundary where such servers and infrastructure connect to the Internet. The ND Network does not include any Customer Managed Storage Locations.

1.17. **“Order Form”** or **“Order”** means the form, regardless of name, title, format, or media, through and pursuant to which Customer subscribes to Services. Customer may have more than one Order Form.

1.18. **“Personal Data”** means information relating to an identified or identifiable natural person and any information defined as such in the Data Processing Addendum.

1.19. **“Platform Data”** means any data or statistics that are associated or generated in connection with use of the Services. NetDocuments may use Platform Data to analyze Customer performance and usage in order to provide or improve the Services. NetDocuments may use anonymized, aggregated Platform Data for benchmarking or other internal purposes, including generating reports regarding Service usage and customer data trends generally.

1.20. **“Professional Services”** means any services provided by NetDocuments and described in a Statement of Work.

1.21. **“Services”** means, as the case may be, the ND Network cloud-hosted content management software, the Access Software and any related services provided by NetDocuments, but excludes Professional Services.

1.22. **“Services Region”** means the geographic location(s) specified in the relevant Order Form in which NetDocuments hosts the Services to which Customer subscribes.

1.23. **“Service Users”** means Internal Users and External Users.

1.24. **“Statement of Work”** means a document executed by Customer and NetDocuments that refers to this Agreement and describes Professional Services purchased by Customer and to be supplied by NetDocuments.

1.25. **“Subscription Fees”** means the recurring fees for the Services specified in the Order Form.

1.26. **“Term”** means, collectively, the Initial Term and any Renewal Term, as defined in the relevant Order Form.

1.27. **“Unauthorized Access”** means: (a) unauthorized access, use, disclosure, alteration to Customer Data while it is residing on the ND Network by anyone other than a person using the login credentials of a Service

User; or (b) access to Customer Data by NetDocuments' personnel other than as permitted by this Agreement, or volunteered by Customer or a Service User.

2. NetDocuments Services.

2.1. Use of Access Software, Documentation, and Services. NetDocuments hereby grants to Customer during the Term a limited, non-exclusive, non-transferable (except as permitted by Section 12.6), non-sublicensable right for Service Users to (a) access and use the Services (b) install and run the Access Software; (c) store and print the Documentation for use with the Services; in each case solely in accordance with the terms and conditions herein and all applicable laws, rules, and regulations.

2.2. Use by Customer Affiliates. Customer may procure Services for its Affiliates. Customer shall be fully responsible for the use of and access to the Services or Documentation by its Affiliates and its Affiliates' compliance with this Agreement. Customer agrees and shall ensure that any claim connected with this Agreement will be asserted only by Customer and not any of its Affiliates; provided, however, Customer may claim loss or damage incurred by its Affiliates as if such loss or damage were incurred by Customer.

2.3. Use of Services by External Users. All employees or subcontractors of Customer or a Customer Affiliate who use the Services are and must be treated as Internal Users, not External Users. Customer may grant External Users access to the Services up to the number specified in the relevant Order Form. Customer shall be fully responsible for External Users' use of the Services or Documentation and their compliance with this Agreement.

2.4. Services Region. NetDocuments will store Customer Data in the Services Region specified in the Order Form and will not transfer or access Customer Data, except at Customer's or a Service User's direction, unless required by Law. For purposes of this Section, "transfer" shall not include (a) any transfer of or access to Customer Data on or through the Services in accordance with the digital instructions of a Services User (for example, using the sharing facilities of the Services); or (b) use of the Services by Service Users outside of the Services Region if the Customer configures the Services to permit or not restrict such use.

2.5. Security Specifications and Data Processing. NetDocuments shall implement and maintain appropriate industry standard administrative, physical, and technical safeguards to protect the confidentiality and integrity of Customer Data from Unauthorized Access using measures equal to or better than those of the ND Network Security document attached hereto as Exhibit C and the Data Processing Addendum attached hereto as Exhibit A (if and to the extent applicable).

2.6. NetDocuments Services and Support Levels. NetDocuments shall provide Help Desk Support in accordance with the NetDocuments' Service Levels and Support attached hereto as Exhibit B and the NetDocuments support policies posted on the NetDocuments support website.

2.7. Retirement of Services or Features. NetDocuments will provide Customer with at least 6 months' Digital Notice of material changes to or retirement of Services or features. The NetDocuments Services may change but its functionality will not materially decrease during the Term.

3. Restrictions on Customer's Use.

3.1. Use Limited to Service Users. The Services and Documentation may only be accessed by Service Users. Customer and Service Users must not share login credentials with any other person.

3.2. Business Purposes. Customer shall use the Services and Documentation only for its internal business purposes. Customer shall not transfer, copy, modify, sublicense, distribute, translate, disassemble, reverse engineer, decompile, frame, mirror, or resell the NetDocuments Services and Documentation internally or to any third party or use the NetDocuments Items for any purpose competitive to NetDocuments, or to interfere with or disrupt the integrity of the NetDocuments Items.

3.3. Click-Through Terms of Service. If any Internal User is required to review and agree to NetDocuments Terms of Service before accessing the Services, such NetDocuments Terms of Service are of no effect with respect to such Internal Users and are superseded by the terms of this Agreement. External Users are required to accept NetDocuments Terms of Service before accessing the Services. The prevailing NetDocuments Terms of Service are located at <https://www.netdocuments.com/terms-of-use/>. Customer

agrees it will cooperate with NetDocuments at NetDocuments' reasonable request to enforce these terms against External Users.

3.4. Compliance with Laws and Third-Party Rights. Customer shall not use any NetDocuments Items in any way that breaches the rights of any third party or violates any applicable law, rule, or regulation, including export control and data privacy laws. NetDocuments is not responsible for compliance with any law, rule, or regulation applicable to Customer, Customer Data, or Customer's industry that are not generally applicable to information technology service providers. Without limiting the foregoing, Customer shall not use the Services to store or transmit unlawful content, except as such may be required in its role as a professional service provider, in which case Customer will ensure that any use of the Services to store or process such content is appropriate under the circumstances, lawful, restricted to only necessary Service Users, and removed at the earliest opportunity.

4. Customer Responsibilities.

4.1. Customer System Requirements. Customer shall provide, configure and maintain: (a) all hardware and client-side software necessary to use the Services and deploy the selected Access Software; (b) Internet access; (c) software not provided by NetDocuments that is required to access the Services in addition to the Access Software (for example, a compatible Internet browser); and, if applicable, (d) Customer Managed Storage Locations (collectively "Customer Systems"). Customer is responsible for ensuring Customer Systems provide sufficient capacity, performance and connectivity and meet the service levels recommended by NetDocuments. Customer will maintain appropriate security and protection of the devices accessing the NetDocuments Service.

4.2. Help Desk Support. NetDocuments will provide Help Desk Support as provided in Exhibit B. Help Desk Support may be provided by NetDocuments' personnel or subcontractors in regions other than Customer's Service Region. Customer is responsible for any and all Customer Data shared as a result of its initiation of Help Desk Support and will ensure that Customer Data is shared in conformity with any Customer or client policies or laws, rules, or regulations that may apply to Customer Data. NetDocuments will not be liable for any Customer Data shared by Customer or its Service Users in violation of any policy or law, rule, or regulation applicable to Customer Data.

4.3. Third-Party Applications. NetDocuments enables select third parties to provide a service or software ("Third-Party Applications") that integrates with one or more NetDocuments Services. NETDOCUMENTS MAKES NO WARRANTIES REGARDING ANY THIRD-PARTY APPLICATION, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT ANY THIRD-PARTY APPLICATION WILL (A) REMAIN AVAILABLE THROUGHOUT THE TERM; (B) BE ERROR FREE OR RUN UNINTERRUPTED; (C) OFFER ANY PARTICULAR FEATURES OR PERFORMANCE OR (D) MEET CUSTOMER'S NEEDS. ALL THIRD-PARTY APPLICATIONS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY APPLICATION IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY APPLICATION. A limited selection of Third-Party Applications may be offered by NetDocuments as additional Services, as evidenced by their inclusion on an Order Form or their selection using the Customer Service Account subject to additional Subscription Fees. Other Third-Party Applications require a separate contract (for which NetDocuments will have no responsibility) between Customer and the third-party supplier.

4.4. NetDocuments' Application Programming Interface. The Services do not include access to NetDocuments' application programming interface ("API"). Customer acknowledges and agrees if NetDocuments grants Customer access to NetDocuments' API, Customer will be solely responsible for use of the API in accordance with the terms of this Agreement and Customer may not share its API access with any third party. Any access to NetDocuments' API may be subject to additional terms and conditions, at NetDocuments' discretion.

5. Intellectual Property and Related Rights.

5.1. NetDocuments Intellectual Property. NetDocuments or its licensors own all right, title, and interest in and to Intellectual Property in the NetDocuments Items, Platform Data, and other proprietary rights and

interests comprising and used to support and operate the Services. Customer has no rights in or to such Intellectual Property except as expressly set forth in this Agreement. NetDocuments expressly reserves all other rights.

5.2. Customer Data.

5.2.1. NetDocuments disclaims ownership of Intellectual Property rights in Customer Data. Customer hereby grants NetDocuments a limited, free of charge, non-exclusive, non-transferable (except in accordance with Section 12.6), non-sublicensable (except as necessary to provide Third-Party Applications in accordance with Section 4.3) license to store, copy, and process Customer Data in order to provide the Services.

5.2.2. NetDocuments shall not use, disclose or access Customer Data other than (a) to provide the Services and perform the obligations contemplated in this Agreement (including Professional Services, if applicable); (b) as required to facilitate Third-Party Applications in accordance with Section 4.3; (c) as requested or volunteered by Customer or a Service User in connection with Help Desk Support; or (d) as required to comply with a legal demand in accordance with Section 6.2.

5.2.3. The license and obligations pursuant to this Section 5.2.2 will survive the termination or expiration of this Agreement until Customer Data is no longer on the ND Network.

6. **Confidential Information.**

6.1. Protection. During the Term each party ("Receiving Party") may receive Confidential Information from the other party ("Disclosing Party"). During the Term and indefinitely thereafter, as long as the Confidential Information is held, the Receiving Party shall protect any Confidential Information received from the Disclosing Party by exercising the same degree of care it uses to protect its own information of like importance from unauthorized use or disclosure, but in no event less than a reasonable degree of care.

6.2. Permitted Use and Disclosure. Receiving Party may only use Disclosing Party's Confidential Information for purposes in connection with this Agreement or as expressly authorized by this Agreement. Receiving Party shall not disclose Disclosing Party's Confidential Information to any third party, without the prior written consent of the Disclosing Party, except in the following circumstances: (a) to its employees or authorized agents or independent contractors to the extent necessary for them to perform the Receiving Party's obligations in this Agreement; (b) in confidence, to legal counsel, accountants, banks, and financing sources and their advisors or in connection with an actual or proposed merger, acquisition, or similar transaction; (c) in connection with the enforcement of this Agreement; or (d) in order to comply with Law or a court order (it being understood that such disclosure may include Customer Data, in the case of NetDocuments) provided that to the extent legally permissible the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party seeks to contest such disclosure.

6.3. Protection of Personal Data. To the extent that Customer Data is subject to EU Data Protection Legislation, each party shall comply with the obligations in the Data Processing Addendum attached as Exhibit A to this Agreement with regard to processing Customer Data. NetDocuments shall only process Personal Data given to NetDocuments outside the Services as permitted by applicable law and to the extent necessary for the following purposes: (a) providing the NetDocuments Services; (b) developing and maintaining NetDocuments' relationship with Customer's vendor management contacts; (c) billing and invoicing; (d) compliance with quality control and risk management procedures; (e) security-related processing (for example, automated scanning of incoming and outgoing emails for viruses); (f) complying with legal and regulatory obligations; and (g) establishing, exercising and defending legal claims.

7. **Term and Termination.**

7.1. Term. The Term of this Agreement will commence on the Effective Date and will continue until the expiration or termination of all Order Forms, Statements of Work, and Transition Periods governed by this Agreement, unless earlier terminated in accordance with the terms herein. Notwithstanding anything to the contrary, unless the parties mutually execute a new agreement, if any Order Form or Statement of Work is executed by the parties, or if NetDocuments, at Customer's election, continues to provide Services or

Professional Services to Customer after the expiration or termination of this Agreement, then this Agreement shall govern all such Services or Professional Services and shall remain in effect until all Order Forms, Statements of Work, and Transition Periods have been completed.

7.2. Termination for Breach. A party may terminate this Agreement, any Order Form, or any Statement of Work by giving notice (specifying the grounds for such notice in reasonable detail) to the other party, if the other party: (a) materially breaches any obligations under this Agreement or any Order Form; (b) files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it; or (c) is declared insolvent, makes an assignment for the benefit of creditors, appoints or has appointed a receiver, conservator, or trustee to operate its business, or liquidates all or substantially all of its business assets, or the equivalent of any of the foregoing. Termination for breach of a material obligation under this Section 7.2(a) will take effect: (y) immediately, if the breach cannot be cured; or (z) on the 31st day following receipt of notice from the non-breaching party, unless the breaching party corrects the stated breaches within the first 30 days following receipt of notice. Without limiting the foregoing, NetDocuments may suspend or limit Customer's access to the Services, in whole or in part, in the event of Customer's breach of this Agreement, including payment obligations hereunder until such time as Customer remedies the breach. Except as necessary to mitigate serious security risks, NetDocuments shall give Customer not less than 14 days' notice (in addition to any other notice required by this Section 7.2) specifically referring to the threat of suspension and shall provide Customer the opportunity to remedy the breach in that period before exercising its right to suspend or limit Services.

7.3. Transition Period. If NetDocuments or Customer provides notice of termination of this Agreement, Customer may elect to continue using the NetDocuments Items for a period of up to 6 months from the notified end date (the "Transition Period") provided Customer: (a) is not in breach of its obligations under this Agreement on the date of the notice of termination nor thereafter during the Transition Period; (b) is current on its Subscription Fee payments under this Agreement, and (c) prepays the Subscription Fee for the Transition Period within 10 days of its election to establish a Transition Period. The continuation of the Services during the Transition Period shall not constitute a waiver by any non-defaulting party of its claims against a defaulting party hereunder. If Customer elects the continuation of the Services pursuant to this Section, the parties agree that their respective rights and obligations under this Agreement shall continue in force until the conclusion of the Transition Period.

7.4. Removal of Customer Data. Customer shall ensure that all Customer Data is removed from the ND Network before the end of the Term or any applicable Transition Period. To the extent any Customer Data remains on the ND Network 30 days after the termination or expiration of this Agreement (including any applicable Transition Period) NetDocuments may: (a) delete and permanently destroy all Customer Data stored on the ND Network; or (b) at Customer's request, charge Customer for the continued storage of Customer Data at a rate equal to the Subscription Fees previously applicable to the relevant Order Form(s).

7.5. Cessation of Services. Upon termination or expiration of this Agreement and the end of any applicable Transition Period, NetDocuments will discontinue Customer's access to the Services, and Customer will immediately delete all copies of the Access Software from Customer Systems.

7.6. Australian Protection. This Section 7.6. applies only if Customer is domiciled in Australia. Despite any other provision to the contrary in this Agreement, to the extent that section 415D, 434J or 451E of the Australian Corporations Act (each, an "ACA Section") applies to any right in this Agreement ("Right"), the Right must not be enforced to that extent only during the period prescribed by the ACA Section, any extended period ordered by a court and at any other time required by the ACA Section (except, for the avoidance of doubt, to the extent that the ACA Section does not apply to the Right, contract, agreement or arrangement in this Agreement including (without limitation) as a result of any court order, any regulation or declaration that relates to the ACA Section or any other provision in Chapter 5 of the Corporations Act). This provision does not affect any other enforcement of the Right or the enforcement of any other right.

8. Fees and Payment.

- 8.1. Disputed Amounts. If Customer disputes any invoice, Customer shall notify NetDocuments of the disputed portion within 30 days of the invoice date and pay the undisputed portion as provided in Section 8.1. The parties will cooperate in good faith to resolve the dispute promptly.
- 8.2. Costs of Collection. In the event Customer fails to pay NetDocuments any amounts due under this Agreement, Customer will pay all costs of collection, including reasonable attorney fees and legal expenses incurred by NetDocuments.
- 8.3. Sales, Use, and Other Taxes. Customer shall pay taxes (including sales or use taxes, value added taxes, and stamp taxes), fees, tariffs, duties, or other similar levies required by Law, except taxes based on NetDocuments' income and employment-related taxes. Except as expressly and specifically set out in an Order Form (and subject to instructions in the Order Form relating to the administration, procedures, and requirement for documentary evidence as NetDocuments may require to lawfully minimize the withholding and obtain acknowledgement from any taxing authority for the withholding) Customer shall (a) pay invoices without withholding for any taxes or other levies imposed by any taxing authority or (b) pay amounts in addition to the amounts invoiced so that the net amount received by NetDocuments, after any tax or levy charged or withheld, equals the amount invoiced.

9. Representations and Warranties.

- 9.1. Right to Enter into Agreement. Each party represents that: (a) it is validly formed and in good standing in the jurisdiction in which it is formed; (b) it has the legal right and all requisite power and authority to enter into this Agreement and to execute, deliver, and perform its obligations under this Agreement; and (c) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary organizational action of such party, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms and conditions and will not violate or constitute a breach of any agreement binding upon such party.
- 9.2. Additional NetDocuments Warranties. NetDocuments represents that it has the legal right to provide the Services. NetDocuments shall perform the Services and the Professional Services using the care and skill to be expected of a professional and competent service provider in accordance with good industry practice.
- 9.3. Additional Customer Warranties. Customer represents, warrants, and covenants that it has, and during the Term and any Transition Period will at all times have, the legal right to possess, store, and transmit the Customer Data using the Services.
- 9.4. No Other or Implied Warranties. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. NETDOCUMENTS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, NETDOCUMENTS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR RESULTS OF THE USE THEREOF WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES. CUSTOMER ACKNOWLEDGES THE SERVICES MIGHT BE SUBJECT TO OCCASIONAL DELAYS, INTERRUPTIONS, AND OTHER ISSUES INHERENT TO INTERNET SERVICES, AND THAT THE SERVICES MAY CONTAIN DEFECTS AND/OR MAY NOT OPERATE UNINTERRUPTED OR ERROR FREE. EACH PARTY ACKNOWLEDGES AND AGREES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS OR PROMISES NOT EXPRESSLY SET OUT HEREIN.

10. Limitation of Liability.

- 10.1. No Indirect Damages. LIABILITY ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER THE PARTY WAS

ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. FOR INDEMNIFICATION CLAIMS, DAMAGES AWARDED OR DETERMINED BY EXPRESS AGREEMENT IN A MONETARY SETTLEMENT SHALL CONSTITUTE DIRECT DAMAGES.

10.2. Local Echoing and ndMirror. NETDOCUMENTS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGES, OR CLAIMS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT TO THE EXTENT THAT SUCH LOSS, DAMAGE, OR CLAIM COULD HAVE BEEN AVOIDED OR REDUCED BY THE USE OF LOCAL ECHOING OR NDMIRROR (EVEN IF CUSTOMER OPTED NOT TO USE LOCAL ECHOING OR SUBSCRIBE TO NDMIRROR).

10.3. Liability Cap. EXCEPT FOR OBLIGATIONS ARISING UNDER SECTION 11 (INDEMNIFICATION), EACH PARTY'S ENTIRE LIABILITY FOR ANY AND ALL CLAIMS RELATED TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, OR ANOTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL AMOUNT OF THE ANNUALIZED SUBSCRIPTION FEE PAID OR PAYABLE TO NETDOCUMENTS AT THE TIME OF THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. MULTIPLE CLAIMS SHALL NOT EXPAND ANY OF THE LIMITATIONS SET FORTH IN THIS SECTION 10.

10.4. Exceptions. Notwithstanding the foregoing, nothing in this Agreement excludes or limits a party's liability for (a) death or personal injury to the extent caused by a party's negligence; (b) that party's fraud or fraudulent statements; or (c) any liability for which the governing law of this Agreement prohibits the exclusion or limitation of liability. This Section 10 in no way limits Customer's liability for Subscription Fees owed pursuant to this Agreement.

10.5. Australian Consumer Law. This Section 10.5. applies only if Customer is domiciled in Australia. Nothing in this Agreement shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law ("ACL") and which by law cannot be excluded, restricted or modified.

10.5.1. NetDocuments' Services come with guarantees that cannot be excluded under the ACL. For major failures with the Services, Customer may be entitled:

10.5.1.1. to terminate this Agreement with NetDocuments; and

10.5.1.2. to a refund of Subscription Fees for any unused portion of the Services occurring after the termination, or to compensation for its reduced value in accordance with Exhibit B of this Agreement.

Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage, subject to the limitations of liability in Sections 10.1. and 10.2. If the failure does not amount to a major failure Customer is entitled to have problems with the Services rectified in a reasonable time and, if this is not done, to terminate this Agreement and obtain a refund of Subscription Fees for any unused portion of the Services occurring after the termination.

11. Indemnification.

11.1. Indemnification by NetDocuments. NetDocuments shall indemnify and defend Customer and its directors, officers, and employees from and against losses, damages, judgments, and expenses, including attorney fees, arising out of a claim, suit, action, or proceeding brought by a third party to the extent arising from an allegation that the Services, when used in accordance with this Agreement, infringe the Intellectual Property rights of any third party. NetDocuments will not be obligated to indemnify Customer to the extent that any claim of infringement arises from: (a) the combination, operation, or use of any Services with equipment, devices, or software not supplied by NetDocuments, to the extent such claims could have been avoided if the Services had not been so combined, operated, or used; (b) Customer's breach of this Agreement or Law; and (c) alterations or modifications to the Services which are not performed by NetDocuments, to the extent such claims could have been avoided if the Services had not been so altered or modified.

11.2. Indemnification by Customer. Customer will indemnify and defend NetDocuments and its directors, officers, and employees from and against losses, damages, judgments, and expenses, including attorney fees, arising out of a claim, suit, action, or proceeding by a third party to the extent arising from an allegation that: (a) Customer Data violates Law or the rights of any third party, including Intellectual Property rights, or (b) that Customer does not have the legal right to possess Customer Data or transmit it to NetDocuments or the Services.

11.3. Indemnification Procedures. Upon an event giving rise to a claim under this Section 11, the party claiming the right to indemnification (the "Indemnified Party") shall:

11.3.1. promptly notify the other party (the "Indemnifying Party") of any circumstances the Indemnified Party believes may result in a claim for indemnification (provided that the indemnifying party shall not be relieved of any indemnification obligations except to the extent it is materially prejudiced as a result of the Indemnified Party's failure to provide prompt notice); and

11.3.2. cooperate with and take all reasonable steps requested by the Indemnifying Party to allow the Indemnifying Party to control the defense and settlement of claims subject to indemnification with counsel selected in the Indemnifying Party's discretion. The Indemnified Party may participate in the defense with its own counsel and at its sole cost. The Indemnifying Party shall not settle a claim that imposes obligations on, or restricts the operations of, the Indemnified Party without the written consent of the Indemnified Party, which consent must not be unreasonably withheld, conditioned, or delayed.

12. General.

12.1 Export Compliance. Customer acknowledges that NetDocuments' Service is subject to U.S., foreign, and international export control, import, and economic sanctions laws and regulations and agrees to comply with all such applicable laws and regulations, including, but not limited to, the U.S. Export Administration Regulations (EAR, 15 C.F.R. Parts 730-774) and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC, 31 C.F.R. § 500, et seq.). Customer hereby agrees that it will not, under any circumstances, engage in any activities during the course of its engagement with NetDocuments that could cause NetDocuments to violate any applicable law or regulation. Customer specifically agrees that it will not, directly or indirectly, export, reexport, transfer (in-country), sell, lease, or supply, or allow any other access to or use of the Services to, in, by, or for any country/region subject to U.S. embargo or sanctions, any U.S. denied or sanctioned person, or any prohibited end-use under U.S. law without authorization from the U.S. government and prior written approval from NetDocuments.

Without limiting the generality of the foregoing, Customer represents and warrants that neither it nor its employees, board members, consultants, affiliates, suppliers, or subcontractors are subject to U.S. sanctions or other export restrictions, including, but not limited to, being (1) identified on or in the U.S. Department of Commerce's Denied Persons List, Unverified List, or Entity List; the U.S. Department of State's Non-Proliferation Sanctions Determinations; or OFAC's Specially Designated Nationals List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List; (2) directly or indirectly 50 percent or more owned, in the aggregate, by individuals/entities sanctioned by OFAC; (3) designated or blocked pursuant to sanctions- or export-related U.S. Executive Orders; (4) located or ordinarily resident in a country/region subject to U.S. embargo or sanctions; or (5) an official, employee, agent, or contractor of, or directly or indirectly acting or purporting to act for or on behalf of, a government (including any political subdivision, agency, or instrumentality thereof or any person directly or indirectly owned or controlled by the foregoing) or political party subject to U.S. embargo or sanctions or any other entity in an embargoed/sanctioned country or region or subject to U.S. embargo or sanctions.

Customer is required to immediately notify NetDocuments in writing if there is any change that impacts the accuracy of any representation or other information in this clause. Notwithstanding any other provision in this Agreement, NetDocuments shall have the right to terminate this Agreement or discontinue performance immediately and without penalty upon the determination by NetDocuments, in NetDocuments's sole discretion, that Customer has breached, intends to breach, or insists upon breaching any of the provisions in

this clause; or if NetDocuments deems such cessation necessary, in its sole discretion, to ensure compliance with U.S. law.

12.2. Common Subcontractors. NetDocuments may subcontract any part of its obligations under this Agreement that is common to and subcontracted for other NetDocuments' customers (such subcontractors referred to as "Common Subcontractors"). NetDocuments may change or appoint new Common Subcontractors from time to time during the Term, and NetDocuments will give Customer Digital Notice of material changes or additions to Common Subcontractors.

12.3. Force Majeure. Except for Customer's payment obligations hereunder, neither party will be liable for failure or delay to perform under this Agreement if such failure or delay is caused by the occurrence of any contingency beyond its reasonable control (a "Force Majeure Event"), including, but not limited to, widespread Internet outage, industrial disturbance, denial of service attack, war, act of terrorism, insurrection, multi-day power outage, acts of God or acts of civil or military authority. A Force Majeure Event also includes a temporary suspension of the Services at any time NetDocuments reasonably believes such suspension is necessary in response to a perceived threat to the Services, ND Network, or Customer Data. A party experiencing a Force Majeure Event shall notify the other party promptly and shall resume performance as soon as practicable under the circumstances.

12.4. Relationship of the Parties. The parties are independent contractors, and neither will at any time be considered, or represent itself to be, an agent, employee, associate, or joint venture party of the other.

12.5. Notices. Any notice must be in writing and will be deemed given as follows: (a) if by personal delivery, on the date of receipt by the intended recipient; or (b) if by private courier or certified postage prepaid and return receipt requested, on the date of first attempted delivery to the intended recipient's last known address. All notices must be sent to the address of the intended recipient listed in the preamble to this Agreement. Each party shall provide the other party with timely notice of any change in its address to which notices must be sent. Notwithstanding the foregoing, Administrative Contacts will receive Digital Notice by email and NetDocuments may also post notice on the NetDocuments support website.

12.6. Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which must not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement without prior consent to any successor entity in the event of such party's transfer of all or substantially all of its assets or stock, merger, spin-off, consolidation, reorganization or other business combination or change of control, so long as the assigning party provides notice thereof to the other party. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties, their successors, and their permitted assigns.

12.7. No Third-Party Beneficiaries. The provisions of the Agreement are only for reliance upon and the benefit of Customer and NetDocuments and its licensors and confer no rights or remedies on any other person or entity.

12.8. Waiver/Amendment. Neither this Agreement nor any of its provisions may be waived, amended, or otherwise modified, except by a written instrument signed by both parties. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.9. Announcements of Agreement. NetDocuments shall be permitted to use Customer's name or logo to identify the existence of Customer as a customer of NetDocuments in marketing content or in any media interview without Customer's written consent, provided that such reference to Customer is included with at least several other similar references and is given no more prominence than such other references, and subject to compliance with any written branding or trademark usage guidelines provided to NetDocuments.

12.10. Counterparts. This Agreement may be executed in any number of counterparts which may be delivered as a .pdf attached to email or by digital or electronic signature, and each counterpart so executed and delivered will be deemed an original, all of which together will constitute one instrument.

12.11. Governing Law, Venue, and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws as set forth below, without giving effect to conflict of law or choice of law principles. Any and all actions, suits or judicial proceedings upon any claim arising from or relating to this Agreement shall be instituted and maintained in the city, state, territory, or province as applicable.

12.11.1. if Customer is domiciled in the North America, Central America, or South America, governing law is the law of the State of Utah;

12.11.2. if Customer is domiciled in the United Kingdom, European Economic Areas, Africa, or the Middle East, governing law is the law of England and Wales;

12.11.3. if Customer is domiciled in Australia, New Zealand, or Asia, governing law is the law of Australia.

This Agreement expressly excludes the provisions of the Contracts (Rights of Third Parties) Act 1999 and any amendment thereto.

12.12. Dispute Resolution. In the event of a dispute arising out of or relating to this Agreement, any Order Form, or Statement of Work the parties agree that they will attempt to resolve the dispute informally. If a dispute is not resolved within 90 days, any resulting legal actions (except for actions to collect amounts owed NetDocuments under this Agreement) shall be resolved through final and binding arbitration.

If Customer's principal place of business stated in the preamble to this Agreement is in North America, Central America, or South America, the Parties agree that arbitration shall be conducted in accordance with the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association (the "AAA") in effect at the time of the arbitration. All fees and expenses of the arbitration, excluding a transcript, shall be borne equally by the parties. Each party will pay for the fees and expenses of its own attorneys, experts, witnesses, and preparation and presentation of proofs and post-hearing briefs. The arbitration will be conducted in Salt Lake City, Utah.

If Customer's principal place of business as stated in the preamble to this Agreement is in the United Kingdom, European Economic Area, Africa, or the Middle East, arbitration shall be conducted by the Centre for Effective Dispute Resolution in London, England.

If Customer's principal place of business as stated in the preamble to this Agreement is in Australia, New Zealand, or Asia, arbitration shall be conducted by the Australian Disputes Centre in Sydney, New South Wales, Australia.

Judgment may be entered on the arbitrator's award in any court having jurisdiction.

This clause does not prevent either party from applying for injunctive remedies.

12.13. Equitable Remedies. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 5 would cause NetDocuments irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, NetDocuments will be entitled to equitable relief, including a restraining order, and injunction, specific performance, and any other relief that may be available from any court, without any requirements to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

12.14. Severability. If any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement will not be affected and that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not).

12.15. Survival. Any provision of this Agreement that by its nature extend beyond the expiration or termination of this Agreement, including accrued rights to payment, use restrictions, indemnity obligations, confidentiality obligations, warranty disclaimers, and limitations of liability, will remain in effect until all obligations are satisfied in accordance with their terms.

12.16. Services by Third Parties. If Customer engages a person or entity other than NetDocuments to provide professional or other services related to the Services or Customer Data including data conversion,

training, installation, application integration, NetDocuments will have no liability for the acts or omissions of such person or entity.

12.17. Entire Agreement; Order of Precedence. This Agreement, including any Exhibits, constitutes the entire understanding and agreement of the parties relating its subject matter, and supersedes all prior agreements and understandings, whether written or oral. In the event of a conflict between this Agreement and any Exhibit, Order Form, or Statement of Work then the terms shall control in accordance with the following order of priority, unless otherwise stated: first, the terms in the Order Form; second, the terms in an Exhibit to this Agreement, to the extent conflicting with terms in the body of this Agreement; third, the terms in the body of this Agreement; and fourth, the terms in a Statement of Work.

12.18. Purchase Orders. Any purchase order or other document issued or delivered to NetDocuments in connection with Customer's subscription to the Services is only for Customer's administrative purposes. No terms and conditions of any purchase order or other ordering document will apply to, or be binding upon, NetDocuments. Preprinted, standard, or posted terms and conditions in any media (including terms where acquiescence, approval, or agreement requires a mouse click or an electronic signature) shall not be effective, incorporated into, nor construed to amend the terms of this Agreement.

12.19. Interpretation. For all purposes of this Agreement, except as otherwise expressly provided: (a) the terms defined herein include the plural as well as the singular and vice versa; (b) any section of this Agreement that specifies a restriction or states that a Customer shall not do something is to be interpreted as an obligation to prevent Customer's Affiliates, Service Users, and third parties under Customer's control from breaching the same; (c) any reference to an "Exhibit" or a "Section" refers to an Exhibit, or a Section, as the case may be, of this Agreement; (d) the Exhibits hereto form part of this Agreement; (e) all references to this Agreement and the words "herein", "hereof", "hereto" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Exhibit, Section, or other subdivision; (f) all Section and Exhibit headings are for convenience only and shall not affect the interpretation or construction of this Agreement; (g) the words "including," "included" and "includes" mean inclusion without limitation do not limit the generality of the statements they qualify; (h) the word "or" is not exclusive and shall have the meaning commonly ascribed to the term "and/or;" and (i) this Agreement has been jointly negotiated by the parties hereto and their respective legal counsel, and any legal or equitable principles that might require or permit the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed and are bound by the terms of this Order as of the Order Effective Date.

Customer

By:

Name:

Title:

Date (the "Order Effective Date"):

NetDocuments

By:

Name:

Title:

Date:

Exhibit A—Data Processing Addendum

1. Definitions.

- 1.1. Except as expressly stated in this Section 1, words and phrases defined in that certain Software as a Service Agreement (the “**Agreement**”) to which this Data Processing Addendum is attached have the same meaning in this Exhibit.
- 1.2. “**Compliant Jurisdiction**” means (i) the United Kingdom, or (ii) a country within the European Economic Area, or (iii) a country with the benefit of a favorable adequacy decision under Article 45 of Regulation (EU) 2016/679.
- 1.3. “**EU Data Protection Legislation**” means Regulation (EU) 2016/679 (commonly known as the General Data Protection Regulation) as amended from time to time.
- 1.4. References to “**Controller**,” “**Data Subject**,” “**Personal Data**,” “**Data Breach**,” “**Processor**,” “**Processing**,” and “**Supervisory Authority**” have the meanings defined in the EU Data Protection Legislation. References to “**Sub-Processor**” mean another processor appointed by a processor.

2. Status of This Exhibit.

- 2.1. This Exhibit supplements the terms of the Agreement. It forms part of the Agreement.
- 2.2. This Exhibit applies only to Customer Data that includes (or might potentially include) Personal Data in circumstances where the Processing of that Personal Data is subject to EU Data Protection Legislation.
- 2.3. If this Exhibit is inconsistent with any other provisions of the Agreement, the parties intend that the provisions of this Exhibit should prevail to the extent of such inconsistency.

3. EU Data Protection Legislation.

- 3.1. For all Personal Data provided to NetDocuments by or on behalf of Customer for Processing under the Agreement, the parties intend that Customer is the Controller and NetDocuments is the Processor of the Personal Data.
- 3.2. Except for (i) login details of Service Users; and (ii) Customer Data that happens to include Personal Data and is supplied to NetDocuments personnel by Customer in a manner other than by uploading it or otherwise transmitting it as Customer Data to the Services (there being no obligation or expectation of such supply), NetDocuments represents and Customer agrees as follows:
 - 3.2.1. Customer Data is Processed by NetDocuments using encryption methods that render the Customer Data unintelligible to NetDocuments personnel and any software other than for the normal operation of the Services;
 - 3.2.2. even if the Customer uses the features of the Service to identify Customer Data that contains Personal Data, such attributes of Customer Data are unintelligible to NetDocuments personnel;
 - 3.2.3. NetDocuments is therefore unable to:
 - 3.2.3.1. ascertain whether Customer Data includes Personal Data (and NetDocuments therefore treats all Customer Data as if it might include Personal Data);
 - 3.2.3.2. ascertain whether Customer Data includes any special categories of Personal Data (and NetDocuments will not treat any such Customer Data any differently);
 - 3.2.3.3. ascertain whether the Services are used by Service Users to Process Personal Data outside the European Economic Area;
 - 3.2.3.4. determine when Personal Data ought to be deleted or when Processing of Personal Data ought to cease;
 - 3.2.3.5. take any steps to comply with the rights of Data Subjects for access to Personal Data, rectification or erasure of Personal Data, data portability, rights to be forgotten, or to act upon any notices from Data Subjects; or
 - 3.2.3.6. keep a record of Processing with any greater information than that which is required to be kept by NetDocuments pursuant to the Agreement and this Exhibit.
 - 3.2.4. Subject to the foregoing limitations, and to the extent NetDocuments is able to, NetDocuments will:
 - 3.2.4.1. Process the Personal Data only on documented instructions from the Customer, including with regard to transfers of Personal Data to a third country or an international

organisation, unless required to do so by European Union law or the laws of a member state of the European Union to which NetDocuments is subject. In that case, NetDocuments shall inform the Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;

3.2.4.2. ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

3.2.4.3. take all measures and implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons;

3.2.4.4. if there is a Personal Data breach in relation to any Customer Data, notify the Customer without undue delay and, where practicable, within 48 hours and thereafter assist the Customer with its obligations to notify the Personal Data breach to a supervisory authority;

3.2.4.5. provide the Customer with reasonable assistance to undertake data protection impact assessments in relation to Processing of Personal Data pursuant to the Agreement and reasonable assistance requested by Customer in relation to any consultation with a supervisory authority that the Customer carries out in relation to such assessment, provided Customer bears the cost of NetDocuments preparing data protection impact assessments for the Customer or providing reasonable assistance in consultation with a supervisory authority;

3.2.4.6. at the choice of the Customer, securely delete or enable Customer to download all Customer Data (and thereby ensure the deletion or return of all Personal Data) to the Customer after the end of the Services as described in the Agreement;

3.2.4.7. make available to the Customer its standard Due Diligence Response (DDR) package which contains all information necessary to demonstrate compliance with the obligations in this section 3. Additionally, NetDocuments will allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer, provided Customer bears the cost of the audit and auditors; and

3.2.4.8. immediately notify the Customer if, in NetDocuments' opinion, an instruction infringes Data Protection Legislation.

4. Protection of Personal Data. If the Customer uses the Services to Process any Customer Data that includes Personal Data in circumstances where the Processing of that Personal Data is subject to EU Data Protection Legislation, for the purpose of ensuring adequacy as required by Article 45 of GDPR:

4.1. at the date of this Addendum, NetDocuments is certified with the Privacy Shield Framework (see www.privacyshield.gov);

4.2. NetDocuments shall use commercially reasonable efforts to remain certified with the Privacy Shield Framework for so long as the scheme continues and is generally recognized as satisfying the requirements of Article 45 of the EU Data Protection Legislation; and

4.3. NetDocuments shall, upon request by Customer, execute in favor of the Customer Standard Contractual Clauses recognized by GDPR.

Exhibit B—NetDocuments Service Levels and Support

1. Definitions.

- 1.1. **“Downtime”** is any period during which Customer is unable to access or use a Service as a result of a Service Outage but excludes periods of Network Maintenance and Force Majeure Events.
- 1.2. **“Maintenance Window”** means periods of time when NetDocuments is performing scheduled Network Maintenance.
- 1.3. **“Network Maintenance”** means work on the ND Network to facilitate ongoing operations, including updates to the Services. Scheduled Network Maintenance will take place during Maintenance Windows. Emergency Network Maintenance may take place any time NetDocuments’ reasonably perceives a threat to the ND Network or the Services. The Services may not be available during periods of Network Maintenance.
- 1.4. **“Services Availability”** or **“Uptime”** for any 12-month period shall be the percentage determined by dividing (a) the net of the total number of minutes per year minus the total number of minutes of Downtime per year by (b) the total the number of minutes per year.
- 1.5. **“Services Outage”** means a period of time in which the ND Network is generally inaccessible to customers due to failures of the ND Network. Network Maintenance, Force Majeure Events, and failure of Customer Systems, including connectivity between Customer Systems and the Internet, are not Service Outages.

2. Services Availability. NetDocuments shall endeavor to maintain a 99.9% Services Availability per year, subject to Network Maintenance. NetDocuments will monitor Service Availability and will make Service Availability metrics available to Customer via the NetDocuments Trust website or a similar function. If Customer experiences what it believes is a Service Outage, Customer shall promptly notify Help Desk Support using the procedures described in Section 5 of this Exhibit. In the event of a Service Outage, NetDocuments shall restore the respective Service as soon as practical under the circumstances. NetDocuments shall use commercially reasonable efforts to provide Digital Notice of the status of the Service and correct issues and interruptions to the Services.

3. Maintenance Windows. Except for emergency Network Maintenance, NetDocuments will use reasonable efforts provide 10 days’ notice of Maintenance Windows. Digital Notice will be provided, and the date and time of the Maintenance Window will be posted on the NetDocuments support webpage. Whenever possible, Maintenance Windows will be outside of business hours in Customer’s Service Region.

4. Credits for Service Outages.

- 4.1. Eligibility for Service Credits. To be eligible for Service Outage Credits (as defined below), Customer must: (a) be in compliance with its obligations under the Agreement, including obligations regarding Customer Systems; and (b) log a report through the NetDocuments support website. The date/time stamp on the logged report through the NetDocuments support website reporting any Service Outage will be used as the commencement time for the calculation of any Service Outage Credits due. NetDocuments will post on the NetDocuments support website a date/time stamp verifying the end time of the Service Outage.
- 4.2. Service Credits. If Service Outages reported by Customer and confirmed by NetDocuments during any calendar year during the Term result in Service Availability of a Service falling below 99.9% on an annualized basis in such calendar year (the **“Service Credit Threshold”**), NetDocuments shall provide **“Service Outage Credits”** as follows with respect to such Service: All Service Outages incidents logged by Customer during the calendar year will be totaled at the end of the calendar year, and if requested by Customer within 30 days following the respective calendar year, will be evaluated against the following schedule to determine any Service Outage Credit due. The Service Outage Credit will be applied to the Customer’s next installment of its Subscription Fee following the end of the calendar year. If applicable, any “startup” months prior to the Billing Date identified in any Order are excluded from the calculation of any Service Outage Credits. Service Outage Credits will only be applied against future Subscription Fees. If Customer terminates the Agreement, any accrued and unapplied Service Outage Credits are lost. The parties agree that Service Outage Credits are a fair estimate of the damages that Customer will incur for each event for which a Service Outage Credit is granted in the Agreement, that the actual damages incurred by Customer in each such event would be difficult and costly to determine, and that Service Outage Credits are liquidated damages awarded in lieu of actual damages incurred by Customer. Service Outage Credits are the sole and exclusive remedy of Customer

with respect to the incident or event with respect to which such Service Outage Credits are credited to Customer by NetDocuments, subject to and as limited by the provisions of Section 10 of this Agreement. If Customer is domiciled in Australia, this Section 4.2 shall not limit any remedy available to Customer under the ACL, if and to the extent the ACL applies.

Cumulative Services Outages Above Service Credit Threshold	Service Outage Credit (Number of days * annualized subscription fee for respective Service(s) / 365)
1 minute to 120 minutes	1 day
121 minutes to 240 minutes	2 days
241 minutes to 480 minutes	4 days
481 minutes to 960 minutes	8 days
961 minutes or more	16 days

5. Priority Definitions and Target Responses for Service Outages. The Service Outage priority definitions and target responses are as set forth below. Target response times and target status updates are provided by Digital Notice. NetDocuments shall cooperate with Customer to determine the priority level of an event reported by Customer. Adverse internet issues beyond NetDocuments' control may impact the stated time frames.

Priority Level	Scope	Target Initial Response Time	Target Status Update Time
1	Any Service Outage	45 Minutes	Hourly
2	Any failure of search, write or other material functions of a Service for general users that do not represent a Service Outage.	4 hours, if request is submitted during normal business hours in Customer's Service Region, or 16 hours if request is outside normal business hours	Once each business day
3	Any failure of a Service that affects the functionality of the Service for general users and is not a Priority 1 or Priority 2 request.	24 hours, if request is submitted during normal business hours in Customer's Service Region, or 48 hours if request is outside normal business hours	As Needed

6. NetDocuments Help Desk Support. Help Desk Support is the means by which NetDocuments provides technical advice to Customer by Customer's Administrative Contacts or Help Desk Contacts designated by Customer. Training of Service Users and Services support other than that listed above is to be provided by Customer's information technology staff, and NetDocuments has no obligation or responsibility to provide Help Desk Support (or any other support) directly to Service Users or any to provide technical support for software or services not provided by NetDocuments as part of the Services or with respect to Customer Systems.

6.1. Requesting Help Desk Support From NetDocuments. Help Desk Support is available to Customer's Administrative Contacts or Help Desk Contacts 24 hours/day, 7 days/week, 52 weeks/year on an as-available basis. Customer's Help Desk Contacts can submit support requests as follows:

6.1.1 Requests through Support System. Requests may be submitted at <https://support.netdocuments.com> (or by such other digital means as directed by NetDocuments from time to time by Digital Notice). Follow-up of a request can be provided either via phone or digital means at the discretion of NetDocuments Help Desk Support personnel.

6.1.2 Telephone requests. Telephone requests shall be to the telephone number provided on the NetDocuments support website.

Requests should include the following information: the name and customer association of the individual submitting the request, asserted priority level, date and time of the occurrence, complete

description of the issue, including steps to recreate the problem, the text of any error messages, and relevant information about the Service User's environment.

At the request of Customer, NetDocuments Help Desk Support personnel may have limited access to Customer Systems or Customer Data to resolve support issues. Customer agrees it will use all reasonable efforts to ensure Customer Data it shares with NetDocuments Help Desk Support personnel does not contain Personal Data or sensitive information.

Help Desk Support may be provided by NetDocuments personnel or subcontractors in regions other than Customer's Service Region. If Customer's policies or applicable law restricts the access to or use of Customer Data outside of a specific geographic location, Customer must notify NetDocuments Help Desk Support personnel prior to sharing any Customer Data.

Exhibit C—NetDocuments Security

NetDocuments employs a comprehensive range of procedures, tools, and independent services to provide industry-leading security for data stored in the Services. Below is a summary of NetDocuments' existing security features as of the date of this Agreement. NetDocuments will use reasonable efforts to update its security standards, policies, and procedures from time to time to keep pace with changes in industry standards or to comply with legal or regulatory requirements. Accordingly, NetDocuments reserves the right to make changes to its security measures or any of the policies or procedures identified herein but will not make changes that will decrease the overall security of the Services or Customer Data.

- 1. Safeguarding Customer Data.** NetDocuments will maintain appropriate administrative, organizational, technical, and physical safeguards designed to: (a) ensure the security, confidentiality, and availability of Customer Data, and (b) protect against Unauthorized Access to Customer Data while it is stored in the Services.
- 2. Certifications and Standards.** NetDocuments will have a Type 2 SOC 2 audit for security, availability, and privacy undertaken annually and will maintain its certification to ISO 27001 or a comparable successor standard. Customer may download NetDocuments' then current Due Diligence Response package ("DDR"), which contains information sufficient for Customer to verify NetDocuments' certification and audit results, from the NetDocuments Security Center (available to repository administrators). All of the following controls are verified in NetDocuments Type 2 SOC 2 audit and ISO 27001 certification report.
- 3. Security Controls and Audits.** NetDocuments has and will maintain an information security program that includes policies and procedures regarding physical security, handling of confidential information, employee background checks, network security, anti-virus/anti-malware protection, access control management, and incident response. NetDocuments conducts regular internal control assessments to validate that controls are designed and operating effectively. Issues identified from assessments are documented, tracked and remediated as appropriate.
- 4. Physical Security of NetDocuments Facilities.** NetDocuments implements appropriate physical security controls, including physical access controls, at its facilities and requires its material vendors to implement comparable physical security standards. Access to NetDocuments facilities is limited to authorized individuals, validated through photo identification badges, and logged. NetDocuments removes physical access when access is no longer required and as a component of the employee termination process.
- 5. Physical Security of Data Centers.** NetDocuments requires data center vendors to meet industry-standard physical security controls. NetDocuments conducts internal audits of all data centers annually, and all data centers are included in the scope of NetDocuments annual ISO 27001 certification audit.
- 6. Disaster Recovery and Business Continuity.** NetDocuments will have in place at all times during the Term disaster recovery and business continuity plans to be implemented in the event of a disaster. NetDocuments will actively review and update the disaster recovery and business continuity plans on at least an annual basis. NetDocuments' target recovery point objective is 2 hours and its target recovery time objective is 6 hours.
- 7. Human Resource Security.** NetDocuments' employees sign a confidentiality agreement and acknowledge security policies during the employee on-boarding process and annually for the term of employment. In addition, NetDocuments conducts training annually on its security policies and processes. NetDocuments conducts background verification and credit checks in accordance with applicable law during the hiring process and annually for the term of an employee's employment.
- 8. ND Network Security.** In the course of providing the Services, NetDocuments shall, at a minimum:
 - 8.1. cause the ND Network to include a multi-tier server structure consisting of web servers, directory servers, database servers, and index servers in which each class of server is highly available without a single point of failure;
 - 8.2. deploy within the ND Network a managed firewall and intrusion detection system that includes monitoring for Unauthorized Access;
 - 8.3. store Customer Data that has been saved on the ND Network using the Services (and which has not been subsequently deleted) in highly available storage located at two or more geographically separate data centers;

- 8.4. provide technology for local echoing on compatible access devices, subject to proper activation, configuration and management of the relevant access devices by Customer;
- 8.5. connect the ND Network to the Internet with redundant high-capacity Internet service providers;
- 8.6. ensure the data centers that host the ND Network are supported by backup power generators designed to provide at least 48 hours of power in case of a major power outage;
- 8.7. encrypt Customer Data in transit and at rest using industry-standard encryption protocols; and
- 8.8. employ virus and malware scanning software on all corporate networks and compensating controls to protect against viruses and malware on production networks.

9. Access Controls. NetDocuments manages access to internal networks through Active Directory user groups. NetDocuments allocates permissions and privileges on a least privilege principle. NetDocuments assigns network and data access rights based on user groups and job function. Active Directory requires minimum password parameters for access to NetDocuments' internal networks. NetDocuments removes access to NetDocuments' networks when access is no longer required and as a component of the employee termination process.

10. Logging and Monitoring. NetDocuments will employ logging mechanisms within the Service to permit Customer to review document-level events and administrative changes for the previous 90 days. Details about the Consolidated Activity Log and Administrative Activity Log can be found on the NetDocuments support website. NetDocuments also logs comprehensive information regarding the functionality of the ND Network. NetDocuments maintains its log information for at least 1 year.

11. Penetration Testing and Vulnerability Scans. NetDocuments will perform regular penetration tests to be completed by independent third parties to assess the ND at least twice per 12-month period. NetDocuments will perform vulnerability scans (internal and external) of the ND Network to detect vulnerabilities at least once per month. NetDocuments will remediate critical and high-risk vulnerabilities promptly.

12. Notification and Remedial Actions. NetDocuments will continuously monitor the ND Network for Unauthorized Access. NetDocuments will report any confirmed Unauthorized Access to Customer without unreasonable delay, not to exceed 24 hours. NetDocuments will use commercially reasonable efforts to remedy any confirmed Unauthorized Access promptly, perform a root cause analysis, and develop a future incident mitigation plan with regard to any Unauthorized Access affecting Customer Data.

13. Secure Development. NetDocuments' Software Development Life Cycle (SDLC) methodology governs the acquisition, development, implementation, configuration, maintenance, modification, and management of software components. NetDocuments developers use secure coding guidelines based on leading industry standards and receive annual secure coding training. For each release, NetDocuments performs a security architecture review and conducts vulnerability scans and dynamic and static code reviews in the development environment. Identified vulnerabilities and coding defects are resolved prior to implementation, and an internal rollout is performed to test and troubleshoot the product release prior to placing it in production. NetDocuments utilizes a code versioning control system to maintain the integrity and security of application source code. Access privileges to the source code repository are reviewed quarterly and limited to authorized employees.

14. Change Management. NetDocuments follows documented change management policies and procedures for requesting, testing, and approving application, infrastructure, and Service-related changes. Dedicated environments separate from production exist for development and testing activities. Logical access controls requiring two-factor authentication secure these separate environments. Only authorized individuals can move code into production.

15. Assistance with Compliance Requests. NetDocuments will provide Customer reasonable assistance in responding to Customer's clients' requests for information about NetDocuments' security policies and procedures applicable to Customer Data, subject to reasonable confidentiality measures required by NetDocuments and Customer's payment of NetDocuments' then-current fees for customer audit support requests.

END USER LICENSE AGREEMENT

This End User License Agreement (“Agreement”) contains the terms and conditions between you and/or the entity you represent (“Customer”) and Breach Intelligence, Inc. d/b/a/ Polarity (“Polarity”) regarding the use of Polarity’s Software (as defined in Section 1.5 below). BY CLICKING ON THE “SUBMIT,” “ACCEPT” OR SIMILAR BUTTON DURING INSTALLATION OR DOWNLOAD, OR BY ACCESSING OR OTHERWISE USING THE SOFTWARE, CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT SUCH INDIVIDUAL IS DULY AUTHORIZED TO ENTER INTO AND BIND CUSTOMER TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGES AND AGREES THAT ALL SUCH USE BY CUSTOMER IS SUBJECT TO SUCH TERMS AND CONDITIONS.

EVALUATION LICENSE. If Customer is licensing the Software (as defined below) for evaluation purposes (an “Evaluation License”), Customer’s use of the Software is only permitted in a non-production environment and for thirty (30) days or any other period limited by the license file that enables Customer to activate and use the Software (the “Evaluation Period”). **DURING THE EVALUATION PERIOD, THE SOFTWARE IS PROVIDED TO YOU “AS IS” WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. POLARITY BEARS NO LIABILITY FOR ANY DAMAGES RESULTING FROM USE (OR ATTEMPTED USE) OF THE SOFTWARE DURING THE EVALUATION PERIOD.**

1. DEFINITIONS

1.1 “Confidential Information” means the business, technical and financial information belonging to Polarity and its licensors, including without limitation, all Software, source code, inventions, algorithms, know-how and ideas and the terms and conditions of this Agreement, that is designated in writing as confidential, or that is disclosed in a manner that a reasonable person would understand the confidentiality of the information disclosed. Confidential Information does not include information that (i) is previously rightfully known to Customer without restriction on disclosure, (ii) is or becomes known to the general public, through no act or omission on the part of Customer, (iii) is disclosed to Customer by a third party without breach of any separate nondisclosure obligation, or (iv) is independently developed by Customer.

1.2 “Documentation” means any administration guides, installation and user guides, and release notes that are normally provided by Polarity to end users of the Software.

1.3 “Intellectual Property Rights” means patents, design patents, copyrights, trademarks, Confidential Information, know-how, trade secrets, moral rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.4 “Quote” means the software quote provided by Polarity.

1.5 “Software” means the Polarity products, components and modules in object code format, as further described in a Quote.

2. LICENSE GRANTS AND RESTRICTIONS

2.1 License. There are no implied licenses under this Agreement and Polarity and its licensors reserve all rights, title and interest in and to the Software not expressly granted to Customer under this Agreement. All Software licensed pursuant to this Agreement is unpublished copyrighted material, constitutes trade secrets and proprietary data of Polarity and is Confidential Information of Polarity. Subject to Customer’s compliance with the terms and conditions of this Agreement, Polarity grants to Customer a worldwide, non-exclusive, non-sublicensable, non-transferable license as set forth herein.

2.2 License to Use Software.

2.2.1 Customer may use the Software only (i) in accordance with the Documentation, (ii) for Customer’s internal business purposes and (iii) for the Term. Customer has no right to receive, use or examine any source code or design documentation relating to the Software. This Agreement is a license, not a sale of the Software and does not give Customer any rights not expressly granted herein. Title and any related rights in the content accessed through use of the Software is the property of the applicable content owner and is protected by applicable law. The licenses granted pursuant to this Agreement give Customer no rights to such content.

2.3 Restrictions. Customer will not and will not allow a third party to: (i) decompile, reverse engineer, disassemble or otherwise attempt to derive, analyze or use any source code or underlying ideas or algorithms related to the Software by any means whatsoever (except to the extent that such restrictions are prohibited by applicable statutory law); (ii) remove or alter any product identification, copyright or other notices; (iii) use or allow the use of the Software by or for the benefit of third parties, including without limitation by renting, leasing, lending, timesharing, or using for service bureau purposes; (iv) except as specified in the Documentation provided by Polarity, incorporate into or with other software any part of the Software; (v) reproduce the Software; (vi) sell, distribute, translate or market the Software; (vii) create derivative works based on the Software, or (viii) use the Software outside of any use restrictions set forth in the Quote. Customer agrees to ensure that there is no breach, compromise or violation, by Customer employees, consultants, or independent contractors, of such obligations and Polarity’s rights and title to the Software. Customer shall be responsible for any breach, compromise or violation of this Agreement by any employees, consultants or independent contractors of Customer.

2.4 Installation/Deinstallation. If needed, Customer agrees to permit access by Polarity to Customer’s computer server for the purpose of installing and, after termination, removing the Software. Prior to installation and removal of the Software, Customer shall be solely responsible for backing-up all data on the applicable computer server.

3. LIMITED WARRANTY & DISCLAIMER

3.1 Limited Warranty. Polarity warrants to Customer that: (i) the Software will materially perform in accordance with the applicable Documentation for thirty (30) days after initial delivery to Customer; and (ii) the Software as delivered by Polarity does not contain any Trojan horses, worms, or undocumented disabling devices.

3.2 Exclusions. Polarity's warranties in this Section 3 shall not extend to problems that result from: (i) Customer's failure to implement all updates issued by Polarity during the warranty period; (ii) any alterations or additions to the Software not performed by or at the direction of Polarity; (iii) failures in operation of the Software that are not reproducible by Polarity; (iv) Software operated in violation of this Agreement or not in accordance with Documentation therefor; or (v) failures which are caused by Customer's software or other software, hardware or products not licensed or provided hereunder.

3.3 Remedies. For any Software not in conformance with this Section 3, Polarity will, at its discretion and cost, either repair or replace the Software. This is Customer's exclusive remedy, and Polarity's sole liability arising in connection with the limited warranties herein.

3.4 Disclaimer. EXCEPT AS OTHERWISE STATED HEREIN, NEITHER POLARITY NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, AND HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, REGARDING THE USE AND RESULTS OF THE TECHNOLOGY, OR THAT USE WILL BE UNINTERRUPTED OR ERROR-FREE, AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE.

4. OWNERSHIP

4.1 Polarity Ownership of Software. Polarity and its licensors retain all rights, title, and interest, and all Intellectual Property Rights, in the Software and Documentation, including any modifications, enhancements, maintenance releases, error corrections, patches, releases, workarounds, updates and upgrades thereto.

4.2 Third Party Software. Customer's license to third party software that is installed on, embedded within or used in connection with its Software (operating systems and the like) will be governed exclusively by the terms of the separate software license agreements of the third party, and such licenses will be shipped with the Software. In connection with the Software, Polarity may use, or provide Customer access to, software, source code or other technology ("In-Licensed Materials") licensed to Polarity from, and owned by, third parties ("Third Party Licensors"), as identified in the documentation delivered to Customer. Customer acknowledges and agrees that in addition to this Agreement, use of In-Licensed Materials shall be subject to, and requires prior acceptance of, all other terms and conditions set forth in a license agreement provided with the In-Licensed Materials. Some third party technology, as may be necessary or appropriate for use with some programs provided by Third Party Licensors, is licensed to Customer solely for use with the Software under the terms of the third party license agreement specified in the Software package documentation or as Customer is otherwise notified by Polarity and not under the terms of this Agreement. Customer agrees that the Third Party Licensors and suppliers are intended third party beneficiaries to this Agreement.

5. PAYMENT

Customer will pay to Polarity the fees for use of the Software specified in the Quote. Customer will be responsible for all taxes (including sales, use, property, excise, value added and gross receipts but not including taxes based on Polarity's income), import duties and fees and charges of any kind levied or imposed by any federal, state or local governmental entity with respect to the Software.

6. TERM AND TERMINATION

6.1 License Term. Except for use during an Evaluation Period, the term of the licenses granted hereunder will be for the term set forth in the Quote (the "Term").

6.2 Termination. Customer may terminate this Agreement and the licenses granted herein at any time by destroying or removing from all computer systems all copies of the Software. This Agreement and the licenses granted herein will immediately and automatically terminate (i) if the maximum usage limitations as set forth in the applicable Quote are exceeded; (ii) if Customer breaches any provision of this Agreement; (iii) if Customer becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement or comparable proceeding; or (iv) as otherwise set forth in this Agreement.

6.3 Effects of Termination. Upon termination of this Agreement, all licensed rights granted in this Agreement will immediately cease, and Customer will promptly discontinue all use of the Software and Documentation and return to Polarity or destroy all copies of the Software, Documentation and any other Polarity Confidential Information on tangible media in Customer's possession or control and certify in writing to Polarity that it has fully complied with these requirements.

6.4 Survival. The following provisions will survive any expiration or termination of this Agreement: 3.4 (Disclaimer), 4 (Ownership), 6.3 (Effects of Termination), 6.4 (Survival), 6 (Limitations of Liability), 7 (Indemnification), 9 (Confidentiality) and 10 (General).

7. LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, POLARITY AND ITS SUPPLIERS WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY AMOUNTS IN EXCESS, IN THE AGGREGATE, OF

THE AMOUNTS RECEIVED BY POLARITY IN RESPECT OF THE SOFTWARE; (II) ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS; (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES; (IV) LOSS, INACCURACY, OR CORRUPTION OF DATA OR INTERRUPTION OF USE; OR (V) ANY MATTER BEYOND ITS REASONABLE CONTROL. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. INDEMNIFICATION

8.1 Indemnity. Polarity will defend, indemnify and hold Customer harmless against any third party claims, liabilities or expenses incurred (including reasonable attorneys' fees), as well as amounts finally awarded in a settlement or by a court arising from any claim or allegation by a third party that the Software infringes or misappropriates a valid United States patent, copyright or trade secret right of a third party; *provided* that Customer gives Polarity: (i) prompt written notice of any such claim or allegation; (ii) control of the defense and settlement thereof; and (iii) reasonable assistance in such defense or settlement. If any Software becomes or, in Polarity's opinion, is likely to become the subject of an injunction, Polarity may, at its option, (a) procure for Customer the right to continue using such Software, (b) replace or modify such Software so that it becomes non-infringing without substantially compromising its functionality, or, if (a) and (b) are not reasonably available to Polarity, then (c) terminate Customer's license to the allegedly infringing Software. The foregoing states the entire liability of Polarity with respect to infringement of patents, copyrights, trade secrets or other intellectual property rights.

8.2 Exclusions. The foregoing obligations shall not apply to: (i) Software modified by any party other than Polarity, if the alleged infringement relates to such modification, (ii) Software combined or bundled with any non-Polarity products, processes or materials where the alleged infringement relates to such combination, (iii) the use of a version of the Software other than the version that was current at the time of such use, as long as Polarity shall have provided Customer with such non-infringing version, (iv) Software created to the specifications of Customer, or (v) infringement or misappropriation of any proprietary right in which Customer has an interest. Customer will defend, indemnify and hold Polarity harmless against any costs, claims, damages or expenses incurred (including reasonable attorneys' fees), as well as amounts finally awarded in a settlement or by a court arising from any such claim or allegation, subject to conditions reciprocal to those in Section 8.1.

9. CONFIDENTIALITY

Except as expressly and unambiguously allowed herein, Customer will hold in confidence and not use or disclose any Confidential Information and shall similarly bind its employees, consultants, independent contractors and clients in writing. Upon the expiration or termination of this Agreement, all of the Confidential Information (including any copies) will be returned to Polarity, and Customer will make no further use of such materials. If required by law, Customer may disclose Confidential Information of Polarity, but will give adequate prior notice of such disclosure to Polarity to permit Polarity to intervene and to request protective orders or other confidential treatment thereof.

10. EXPORT

The Software and related technical data may be subject to U.S. export control laws, including without limitation the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer shall comply with all such regulations and agrees to obtain all necessary licenses to export, re-export, or import the Software and related technical data.

11. GENERAL

11.1 No Agency. Polarity and Customer each acknowledge and agree that the relationship established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (i) give either party the power to direct or control the day-to-day activities of the other; (ii) deem the parties to be acting as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking; or (iii) permit either party or any of either party's officers, directors, employees, agents or representatives to create or assume any obligation on behalf of or for the account of the other party for any purpose whatsoever.

11.2 Compliance with Laws. Each party agrees to comply with all applicable laws, regulations, and ordinances relating to their performance hereunder. Without limiting the foregoing, Customer warrants and covenants that it will comply with all then current laws and regulations of the United States and other jurisdictions relating or applicable to Customer's use of the Software including, without limitation, those concerning Intellectual Property Rights, invasion of privacy, defamation, and the import and export of software.

11.3 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

11.4 Notices. Any notice required or permitted hereunder shall be in writing in English and shall be delivered as follows (with notice deemed given as indicated): (i) by personal delivery when delivered personally; (ii) by established overnight courier upon written verification of receipt; (iii) by facsimile transmission when receipt is confirmed orally; (iv) by certified or registered mail, return receipt requested, upon verification of receipt; or (v) via email with verified receipt. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this

section. Notices shall be sent to such addresses as either party may from time to time designate to the other in writing.

11.5 Confirmations. Upon request by Polarity, Customer agrees to reasonably cooperate with Polarity's auditors to confirm Customer's compliance with the terms and conditions of this Agreement.

11.6 Marketing; Publicity. Customer agrees to allow Polarity to state that the Customer is a customer on its website and marketing materials. Polarity may issue press releases, white papers and case studies in text and video that references the Customer and its license of the Software, subject to the Customer's prior review and written approval.

11.7 Governing Law; Venue and Jurisdiction. This Agreement shall be interpreted according to the laws of New York without regard to or application of choice-of-law rules or principles. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in New York, NY and the parties hereby consent to the personal jurisdiction and venue therein.

11.8 Injunctive Relief. The parties agree that monetary damages would not be an adequate remedy for the breach of certain provisions of the Agreement, including, without limitation, all provisions concerning infringement, confidentiality and nondisclosure, or limitation on permitted use of the Software. The parties further agree that, in the event of such breach, injunctive relief would be necessary to prevent irreparable injury. Accordingly, either party shall have the right to seek injunctive relief or similar equitable remedies to enforce such party's rights under the pertinent provisions of the Agreement, without limiting its right to pursue any other legal remedies.

11.9 Entire Agreement and Waiver. This Agreement shall constitute the entire agreement and contains all terms and conditions between Polarity and Customer with respect to the subject matter hereof and all prior agreements, representations, and statement with respect to such subject matter are superseded hereby. This Agreement may be changed only by written agreement signed by authorized representatives of both Polarity and Customer. No failure of either party to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches.

11.10 No Other Terms. No text or information set forth on any other purchase order, preprinted form or document (other than a Quote) shall add to or vary the terms and conditions of this Agreement.

11.11 Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

11.12 Assignment. Customer may not, without the prior written consent of Polarity, assign this Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to do so shall be a material default of this Agreement and shall be void. Polarity may freely assign this Agreement at any time. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successors and permitted assigns.

11.13 United States Government Users. If a user or Customer of the Software is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software, or any related documentation of any kind, including technical data or manuals, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation 227.7202 for military agencies. The Software is commercial computer software and the related documentation is commercial computer software documentation. The use of the Software and related documentation is further restricted in accordance with the terms of this Agreement, and any modification hereto.

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (“Agreement”) contains the terms and conditions between [company] (“Customer”) and Polarity.io, Inc. (“Polarity”) regarding the use of Polarity’s Software (as defined in Section 1.5 below). (Customer and Polarity, each and collectively referred to as “Party” or “Parties”.)

EVALUATION LICENSE. If Customer is licensing the Software (as defined below) for evaluation purposes (an “Evaluation License”), Customer’s use of the Software is only permitted in a non-production environment and for thirty (30) days or any other period limited by the license file that enables Customer to activate and use the Software (the “Evaluation Period”). **DURING THE EVALUATION PERIOD, THE SOFTWARE IS PROVIDED TO YOU “AS IS” WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. POLARITY BEARS NO LIABILITY FOR ANY DAMAGES RESULTING FROM USE (OR ATTEMPTED USE) OF THE SOFTWARE DURING THE EVALUATION PERIOD.**

1. DEFINITIONS

1.1 “Confidential Information” means the business, technical and financial information belonging to Polarity and its licensors, including without limitation, all Software, source code, inventions, algorithms, know-how and ideas and the terms and conditions of this Agreement, that is designated in writing as confidential, or that is disclosed in a manner that a reasonable person would understand the confidentiality of the information disclosed. Confidential Information does not include information that (i) is previously rightfully known to Customer without restriction on disclosure, (ii) is or becomes known to the general public, through no act or omission on the part of Customer, (iii) is disclosed to Customer by a third party without breach of any separate nondisclosure obligation, or (iv) is independently developed by Customer.

1.2 “Documentation” means any administration guides, installation and user guides, and release notes that are normally provided by Polarity to end users of the Software.

1.3 “Intellectual Property Rights” means patents, design patents, copyrights, trademarks, Confidential Information, know-how, trade secrets, moral rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.4 “Quote” means the software quote provided by Polarity.

1.5 “Software” means the Polarity products, components and modules in object code format, as further described in a Quote.

2. LICENSE GRANTS AND RESTRICTIONS

2.1 License. There are no implied licenses under this Agreement and Polarity and its licensors reserve all rights, title and interest in and to the Software not expressly granted to Customer under this Agreement. All Software licensed pursuant to this Agreement is unpublished copyrighted material, constitutes trade secrets and proprietary data of Polarity and is Confidential Information of Polarity. Subject to Customer’s compliance with the terms and conditions of this Agreement, Polarity grants to Customer a worldwide, non- exclusive, non-sublicensable, non-transferable license as set forth herein.

2.2 License to Use Software.

2.2.1 Customer may use the Software only (i) in accordance with the Documentation, (ii) for Customer’s internal business purposes and (iii) for the Term. Customer has no right to receive, use or examine any source code or design documentation relating to the Software. This Agreement is a license, not a sale of the Software and does not give Customer any rights not expressly granted herein. Title and any related rights in the content accessed through use of the Software is the property of the applicable content owner and is protected by applicable law. The licenses granted pursuant to this Agreement give Customer no rights to such content.

2.3 Restrictions. Customer will not and will not allow a third party to: (i) decompile, reverse engineer, disassemble or otherwise attempt to derive, analyze or use any source code or underlying ideas or algorithms related to the Software by any means whatsoever (except to the extent that such restrictions are prohibited by applicable statutory law); (ii) remove or alter any product identification, copyright or other notices; (iii) use or allow the use of the Software by or for the benefit of third parties, including without limitation by renting, leasing, lending, timesharing, or using for service bureau purposes; (iv) except as specified in the Documentation provided by Polarity, incorporate into or with other software any part of the Software; (v) reproduce the Software; (vi) sell, distribute, translate or market the Software; (vii) create derivative works based on the Software, or (viii) use the Software outside of any use restrictions set forth in the Quote. Customer agrees to ensure that there is no breach, compromise or violation, by Customer employees, consultants, or independent contractors, of such obligations and Polarity’s rights and title to the Software. Customer shall be responsible for any breach, compromise or violation of this Agreement by any employees, consultants or independent contractors of Customer.

2.4 Installation/Deinstallation. If needed, Customer agrees to permit access by Polarity to Customer’s computer server for the purpose of installing and, after termination, removing the Software. Prior to installation and removal of the Software, Customer shall be solely responsible for backing-up all data on the applicable computer server.

3. LIMITED WARRANTY & DISCLAIMER

3.1 Limited Warranty. Polarity warrants to Customer that: (i) the Software will materially perform in accordance with the applicable Documentation for the subscription period after initial delivery to Customer; and (ii) the Software as delivered by Polarity does not contain any Trojan horses, worms, or undocumented disabling devices.

3.2 Exclusions. Polarity’s warranties in this Section 3 shall not extend to problems that result from: (i) Customer’s failure to implement all updates issued by Polarity during the warranty period; (ii) any alterations or additions to the Software not performed by or at the direction of Polarity; (iii) failures in operation of the Software that are not reproducible by Polarity; (iv) Software operated in violation of this Agreement or not in accordance with Documentation therefor; or (v) failures which are caused by Customer’s software or other software, hardware or products not licensed or provided hereunder.

3.3 Remedies. For any Software not in conformance with this Section 3, Polarity will, at its discretion and cost, either repair or replace the Software. This is Customer's exclusive remedy, and Polarity's sole liability arising in connection with the limited warranties herein.

3.4 Disclaimer. EXCEPT AS OTHERWISE STATED HEREIN, NEITHER POLARITY NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, AND HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, REGARDING THE USE AND RESULTS OF THE TECHNOLOGY, OR THAT USE WILL BE UNINTERRUPTED OR ERROR-FREE, AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE.

4. OWNERSHIP

4.1 Polarity Ownership of Software. Polarity and its licensors retain all rights, title, and interest, and all Intellectual Property Rights, in the Software and Documentation, including any modifications, enhancements, maintenance releases, error corrections, patches, releases, workarounds, updates and upgrades thereto.

4.2 Third Party Software. Customer's license to third party software that is installed on, embedded within or used in connection with its Software (operating systems and the like) will be governed exclusively by the terms of the separate software license agreements of the third party, and such licenses will be shipped with the Software. In connection with the Software, Polarity may use, or provide Customer access to, software, source code or other technology ("In-Licensed Materials") licensed to Polarity from, and owned by, third parties ("Third Party Licensors"), as identified in the documentation delivered to Customer. Customer acknowledges and agrees that in addition to this Agreement, use of In-Licensed Materials shall be subject to, and requires prior acceptance of, all other terms and conditions set forth in a license agreement provided with the In-Licensed Materials. Some third party technology, as may be necessary or appropriate for use with some programs provided by Third Party Licensors, is licensed to Customer solely for use with the Software under the terms of the third party license agreement specified in the Software package documentation or as Customer is otherwise notified by Polarity and not under the terms of this Agreement. Customer agrees that the Third Party Licensors and suppliers are intended third party beneficiaries to this Agreement.

5. PAYMENT

Customer will pay to Polarity the fees for use of the Software specified in the Quote. Customer will be responsible for all taxes (including sales, use, property, excise, value added and gross receipts but not including taxes based on Polarity's income), import duties and fees and charges of any kind levied or imposed by any federal, state or local governmental entity with respect to the Software.

6. TERM AND TERMINATION

6.1 License Term. Except for use during an Evaluation Period, the term of the licenses granted hereunder will be for the term set forth in the Quote (the "Term").

6.2 Termination. Customer may terminate this Agreement and the licenses granted herein at any time by destroying or removing from all computer systems all copies of the Software. This Agreement and the licenses granted herein will immediately and automatically terminate (i) if the maximum usage limitations as set forth in the applicable Quote are exceeded; (ii) if Customer breaches any provision of this Agreement; (iii) if Customer becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement or comparable proceeding; or (iv) as otherwise set forth in this Agreement.

6.3 Effects of Termination. Upon termination of this Agreement, all licensed rights granted in this Agreement will immediately cease, and Customer will promptly discontinue all use of the Software and Documentation and return to Polarity or destroy all copies of the Software, Documentation and any other Polarity Confidential Information on tangible media in Customer's possession or control and certify in writing to Polarity that it has fully complied with these requirements.

6.4 Survival. The following provisions will survive any expiration or termination of this Agreement: 3.4 (Disclaimer), 4 (Ownership), 6.3 (Effects of Termination), 6.4 (Survival), 6 (Limitations of Liability), 7 (Indemnification), 9 (Confidentiality) and 10 (General).

7. LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, POLARITY AND ITS SUPPLIERS WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY AMOUNTS IN EXCESS, IN THE AGGREGATE, OF THE AMOUNTS RECEIVED BY POLARITY IN RESPECT OF THE SOFTWARE; (II) ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS; (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES; (IV) LOSS, INACCURACY, OR CORRUPTION OF DATA OR INTERRUPTION OF USE; OR (V) ANY MATTER BEYOND ITS REASONABLE CONTROL. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. INDEMNIFICATION

8.1 Indemnity. Polarity will defend, indemnify and hold Customer harmless against any third party claims, liabilities or expenses incurred (including reasonable attorneys' fees), as well as amounts finally awarded in a settlement or by a court arising from any claim or allegation by a third party that the Software infringes or misappropriates a valid United States patent, copyright or trade secret right of a third party; *provided* that Customer gives Polarity: (i) prompt written notice of any such claim or allegation; (ii) control of the defense and settlement thereof; and (iii) reasonable assistance in such defense or settlement. If any Software becomes or, in Polarity's opinion, is likely to become the subject of an injunction, Polarity may, at its option, (a) procure for Customer the right to continue using such Software, (b) replace or modify such Software so that it becomes non-infringing without substantially compromising its functionality, or, if (a) and (b) are not reasonably available to Polarity, then (c) terminate Customer's license to the allegedly infringing Software. The foregoing states the entire liability of Polarity with respect to infringement of patents, copyrights, trade secrets or other intellectual property rights.

8.2 Exclusions. The foregoing obligations shall not apply to: (i) Software modified by any party other than Polarity, if the alleged infringement relates to such modification, (ii) Software combined or bundled with any non-Polarity products, processes or materials where

the alleged infringement relates to such combination, (iii) the use of a version of the Software other than the version that was current at the time of such use, as long as Polarity shall have provided Customer with such non-infringing version, (iv) Software created to the specifications of Customer, or (v) infringement or misappropriation of any proprietary right in which Customer has an interest. Customer will defend, indemnify and hold Polarity harmless against any costs, claims, damages or expenses incurred (including reasonable attorneys' fees), as well as amounts finally awarded in a settlement or by a court arising from any such claim or allegation, subject to conditions reciprocal to those in Section 8.1.

9. CONFIDENTIALITY

Except as expressly and unambiguously allowed herein, Customer will hold in confidence and not use or disclose any Confidential Information and shall similarly bind its employees, consultants, independent contractors and clients in writing. Upon the expiration or termination of this Agreement, all of the Confidential Information (including any copies) will be returned to Polarity, and Customer will make no further use of such materials. If required by law, Customer may disclose Confidential Information of Polarity, but will give adequate prior notice of such disclosure to Polarity to permit Polarity to intervene and to request protective orders or other confidential treatment thereof.

10. EXPORT

The Software and related technical data may be subject to U.S. export control laws, including without limitation the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer shall comply with all such regulations and agrees to obtain all necessary licenses to export, re-export, or import the Software and related technical data.

11. GENERAL

11.1 No Agency. Polarity and Customer each acknowledge and agree that the relationship established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (i) give either party the power to direct or control the day-to-day activities of the other; (ii) deem the parties to be acting as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking; or (iii) permit either party or any of either party's officers, directors, employees, agents or representatives to create or assume any obligation on behalf of or for the account of the other party for any purpose whatsoever.

11.2 Compliance with Laws. Each party agrees to comply with all applicable laws, regulations, and ordinances relating to their performance hereunder. Without limiting the foregoing, Customer warrants and covenants that it will comply with all then current laws and regulations of the United States and other jurisdictions relating or applicable to Customer's use of the Software including, without limitation, those concerning Intellectual Property Rights, invasion of privacy, defamation, and the import and export of software.

11.3 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

11.4 Notices. Any notice required or permitted hereunder shall be in writing in English and shall be delivered as follows (with notice deemed given as indicated): (i) by personal delivery when delivered personally; (ii) by established overnight courier upon written verification of receipt; (iii) by facsimile transmission when receipt is confirmed orally; (iv) by certified or registered mail, return receipt requested, upon verification of receipt; or (v) via email with verified receipt. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this section. Notices shall be sent to such addresses as either party may from time to time designate to the other in writing.

11.5 Confirmations. Upon request by Polarity, Customer agrees to reasonably cooperate with Polarity's auditors to confirm Customer's compliance with the terms and conditions of this Agreement.

11.6 Marketing; Publicity. Polarity Customer agrees to allow Polarity to state that the Customer is a customer on its website and marketing materials. Polarity may issue press releases, white papers and case studies in text and video that references the Customer and its license of the Software, subject to the Customer's prior review and written approval.

11.7 Governing Law; Venue and Jurisdiction. This Agreement shall be interpreted according to the laws of New York without regard to or application of choice-of-law rules or principles. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in New York, NY and the parties hereby consent to the personal jurisdiction and venue therein.

11.8 Injunctive Relief. The parties agree that monetary damages would not be an adequate remedy for the breach of certain provisions of the Agreement, including, without limitation, all provisions concerning infringement, confidentiality and nondisclosure, or limitation on permitted use of the Software. The parties further agree that, in the event of such breach, injunctive relief would be necessary to prevent irreparable injury. Accordingly, either party shall have the right to seek injunctive relief or similar equitable remedies to enforce such party's rights under the pertinent provisions of the Agreement, without limiting its right to pursue any other legal remedies.

11.9 Entire Agreement and Waiver. This Agreement shall constitute the entire agreement and contains all terms and conditions between Polarity and Customer with respect to the subject matter hereof and all prior agreements, representations, and statement with respect to such subject matter are superseded hereby. This Agreement may be changed only by written agreement signed by authorized representatives of both Polarity and Customer. No failure of either party to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches.

11.10 No Other Terms. No text or information set forth on any other purchase order, preprinted form or document (other than a Quote) shall add to or vary the terms and conditions of this Agreement.

11.11 Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this

Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

11.12 Assignment. Customer may not, without the prior written consent of Polarity, assign this Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to do so shall be a material default of this Agreement and shall be void. Polarity may freely assign this Agreement at any time. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successors and permitted assigns.

11.13 United States Government Users. If a user or Customer of the Software is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software, or any related documentation of any kind, including technical data or manuals, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation 227.7202 for military agencies. The Software is commercial computer software and the related documentation is commercial computer software documentation. The use of the Software and related documentation is further restricted in accordance with the terms of this Agreement, and any modification hereto.

11.14 Maintenance and Support Services - Supplier shall provide Non-Evaluation License Customer with support in accordance with Exhibit A of this Agreement.

Entire Agreement.

This Contract constitutes the entire agreement between the parties hereto and supersedes all previous agreements and understandings, whether oral or written, express or implied, with respect to the subject matter contained in this Contract. This Contract may not be altered, amended, or modified except by written instrument, signed by the duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the last date and year written below. The parties hereto agree that a facsimile or other electronic transmission of an unmodified image (e.g., transmission in a portable document format "pdf") of this fully executed Agreement shall constitute an original and legally binding document.

Polarity.IO, Inc. ("Polarity")

CUSTOMER: [COMPANY]

By: _____

By: _____

Name and Title of Signer

Name and Title of Signer

Date: _____

Date: _____

EXHIBIT A

MAINTENANCE AND SUPPORT SERVICES

TERMS AND CONDITIONS

1. Definitions.

- a. **“Error”** means any reproducible failure of the Software to perform any material function set forth in the accompanying documentation.
- b. **“New Release”** means a new release of the Software issued by Polarity, provided for the purpose of materially enhancing the functionality or performance of the Software. New Release shall be identified by the numeral to the left of the first decimal point (e.g. a change from version 1.1 to 2.0).
- c. **“Maintenance Release”** means a bug fix or minor enhancement to the Software, which is identified by the numeral to the right of the first decimal point in the Software (e.g., a change from version 1.1 to 1.2).
- d. **“Maintenance and Support Services”** means that (a) Polarity shall provide Customer with all Maintenance Releases released during the term for which subscription fees have been paid; (b) Polarity shall answer questions from Customer regarding the operation of the Software via telephone and e mail, according to the escalation procedures set forth below; and (c) Polarity shall use commercially reasonable efforts to correct any Errors in the Software reported by Customer and confirmed by Polarity in accordance with the priority level assigned to the Error by Polarity, as described in the escalation procedures set forth below.

2. Customer Obligations.

- a. Customer shall furnish descriptions, diagnostic information, and machine readable examples of Errors in the form requested by Polarity technical support personnel. Customer shall also assist Polarity’s efforts to duplicate any Errors or problems reported by Customer.
- b. Polarity reserves the right to limit the number of individuals who are authorized to make requests for Maintenance and Support Services, and requests Customer to designate two (2) initial primary contacts. Such technical support contacts must be knowledgeable in the use of the Software and the Customer’s operating environment. Customer agrees to notify Polarity of any changes in primary support contacts within a reasonable time period.

3. Help Desk; Escalation Procedures.

- a. Polarity shall provide the following support: answering of telephone calls placed to the toll-free customer support telephone number **(844) 312.7001 x2** and e-mail support at **support@polarity.io**. Polarity shall use commercially reasonable efforts to provide such support from 9 a.m. to 5 p.m. in the United States Eastern Time Zone, Monday through Friday excluding U.S. holidays. Errors may be reported any time.
- b. Polarity shall respond to Errors in accordance with the priority level indicated in the chart below, which priority level shall be determined by Polarity.

Priority	Definition	Target Response for Initial Requests*	Actions
Priority 1	Error that renders the Software inoperative or causes the Software to fail catastrophically	Within 4 business hours	Polarity shall promptly initiate the following procedures upon confirmation of the Error by Polarity: (1) assign a senior technical support manager to correct the Error; (2) notify senior Polarity management that a Priority 1 defect has been reported and that steps are being taken to correct the defect; (3) provide Customer with periodic reports on the status of the resolution; (4) commence work to provide Customer with a workaround or fix.

Priority	Definition	Target Response for Initial Requests*	Actions
Priority 2	Error that materially restricts Customer's use of the Software	Within 1 business day	Polarity shall (1) assign technical support to correct the Error; (2) provide Customer with periodic reports on the status of the resolution; and (3) commence work to provide Customer with a workaround or fix.
Priority 3	Error that causes only a minor impact on Customer's use of the Software and/or a defect for which a workaround is available.	Within 2 business days	Polarity shall (1) assign technical support to correct the Error; (2) provide Customer with periodic reports on the status of the resolution; and (3) commence work to provide Customer with a workaround or fix.
Priority 4	A cosmetic or documentation Error that does not impact use of the Software	Within 2 business days	Polarity shall (1) assign technical support to correct the Error; (2) provide Customer with periodic reports on the status of the resolution; and (3) commence work to provide Customer with a workaround or fix.

- * Target response time for support requests by e-mail or other on-line facility is within one (1) business day.
- c. The response times set forth in the chart above are target response times only. Polarity's sole obligation is to use commercially reasonable efforts to respond to Errors within such time frames, not to have resolved them.

4. Exclusions and Limitations. Polarity shall have no obligation to support:

- a. Altered, damaged or modified Software;
- b. Software that is not the current release or the most recent previous release;
- c. Errors or other software problems caused by Customer's negligence, changes made by any party other than Polarity, hardware malfunction, and/or other causes beyond the reasonable control of Polarity;
- d. Software installed in an operating or hardware environment not supported by Polarity.

Maintenance Releases. Polarity's obligations to provide Maintenance Releases shall only require Polarity to supply such releases as soon as reasonably possible after such releases become generally available. This Maintenance and Support Services Exhibit shall not be construed to obligate Polarity to provide Maintenance Releases to Customer on any specific timetable.