

**General Services Administration
Multiple Award Schedule (MAS)
Authorized Federal Supply Schedule Price List**

Federal Supply Group: Information Technology

For more information on ordering from Federal Supply Schedules
click on the FSS Schedules button at <http://www.gsa.gov/schedules-ordering>



CGI Federal Inc.
12601 Fair Lakes Circle
Fairfax, VA 22033

Contract Number: GS-35F-0504L
Contract Period: July 19, 2016 through July 19, 2021
Business Size: Large Business

SIN **33411** Purchasing of new electronic equipment
SIN **511210** Software Licenses
SIN **54151** Software Maintenance Services
SIN **611420** Information Technology Training
SIN **54151S** Information Technology Professional Services
SIN **OLM** Order-Level Materials

Point of Contact: Elisa Rhee
Telephone: (703) 227-4882
Web Site: www.cgifederal.com
E-mail: GSAIT70@cgifederal.com

**Price List amendment through modification PS-A812 effective March 11, 2020.*

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

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CUSTOMER INFORMATION

1. AWARDED SPECIAL ITEM NUMBERS

SIN	SIN Description
33411	Purchasing of new electronic equipment
511210	Software Licenses
54151	Software Maintenance Services
611420	Information Technology Training
54151S	Information Technology Professional Services
70-500	Order Level Materials (OLM)

2. MAXIMUM ORDER

SIN	MAXIMUM ORDER
33411	\$500,000
511210	\$500,000
54151	\$500,000
611420	\$250,000
54151S	\$500,000

3. MINIMUM ORDER: \$100.00

4. GEOGRAPHIC COVERAGE (DELIVERY AREA): DOMESTIC AND OVERSEAS

5. POINT(S) OF PRODUCTION (CITY, COUNTY, AND STATE OR FOREIGN COUNTRY): SAME AS COMPANY ADDRESS

6. DISCOUNT FROM LIST PRICES OR STATEMENT OF NET PRICE: GOVERNMENT NET PRICES (DISCOUNTS ALREADY DEDUCTED).

7. QUANTITY DISCOUNTS: 20% FOR ADDITIONAL SITE LICENSE UNDER SIN 511210 AND 54151

8. PROMPT PAYMENT TERMS: NET 30 DAYS

9. NOTIFICATION THAT GOVERNMENT PURCHASE CARDS ARE ACCEPTED AT OR BELOW THE MICRO-PURCHASE THRESHOLD: YES

10. FOREIGN ITEMS (LIST ITEMS BY COUNTRY OF ORIGIN): NONE

11. TIME OF DELIVERY.

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

SPECIAL ITEM NUMBER	DELIVERY TIME (DAYS ARO)
33411	30 days (or as awarded in the order)
511210	30 days (or as awarded in the order)
54151	As awarded in the order
611420	As awarded in the order
54151S	Date of award to completion
SIN 70-500	As awarded in the order

Urgent Requirements: The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery.

12. F.O.B. POINT(S): DESTINATION

13. A. ORDERING ADDRESSES:

For orders by facsimile transmission:

For Orders by Facsimile Transmission	For Mailed Orders	Internet Address
CGI Federal Inc. (703) 227.7477 To verify transmission: (703) 227.6000	CGI Federal Inc. 12601 Fair Lakes Circle Fairfax, VA 22033-4902	gsait70@cgifederal.com http://www.cgifederal.com (Internet)

13. B. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- FAR 8.405-2 Ordering procedures for services requiring a statement of work.
- FAR 8.405-3 Ordering procedures for supplies and services on Blanket Purchase Agreements (BPA's)

14. PAYMENT ADDRESSES:

Via Mail	Via Federal Express	Via Wire/ACH
CGI Federal Inc. P.O. Box 404922 Atlanta, GA 30384-4922	Bank of America Lockbox Service Lockbox 404922 6000 Feldwood Road College Park, GA 30349	See invoice

15. WARRANTY PROVISION: 90 DAYS FOR SIN 511210

16. EXPORT PACKING CHARGES: N/A

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO-PURCHASE LEVEL): CONTACT CONTRACTOR

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): SEE PAGE 5 FOR SIN 33411

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24. SECTION 508 COMPLIANCE INFORMATION: CGI FEDERAL INC. IS COMPLIANT IN ACCORDANCE WITH 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (29 U.S.C. 794D), FAR 39.2, AND THE ARCHITECTURAL AND TRANSPORTATION BARRIERS COMPLIANCE BOARD ELECTRONIC AND INFORMATION

**TECHNOLOGY (EIT) ACCESSIBILITY STANDARDS (36 CFR 1194) GENERAL
SERVICES ADMINISTRATION (GSA)**

- 25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: 145969783**
- 26. NOTIFICATION REGARDING REGISTRATION IN THE SYSTEM FOR AWARD
MANAGEMENT (SAM) DATABASE: REGISTERED**

GSA Price List

(PRICES LISTED INCLUDE 0.75% IFF)

SIN 33411 Purchasing of new electronic equipment

Product Name	Part Number	GSA Price
Sunflower Configured Advanced Security Mobile Computer	23.SUNCF-ASMC	\$3,875.57

Product Description: The Sunflower Configured Advanced Security Mobile Computer, including sunflower software installation and testing, is a turn-key solution to securely mobilize your daily asset management activities for your Sunflower asset management system of record. When combined with Sunflower Mobile software, the solution provides users with functionality to view asset information, make changes to data elements, conduct physical inventories, configure asset relationships, pack and ship assets, and manage excess processes. All data is encrypted, and information is transferred through a wired connection. The pre-integrated solution automatically and securely interfaces with all customer instances of Sunflower Assets and Sunflower Contract Reports web-enabled solutions whether hosted on-premise or in the Sunflower Cloud.

SIN 511210 Software Licenses and SIN 54151 Software Maintenance Services **Software Licenses Sunflower Assets® and other software products**

Acquisition Value of Assets	License	Annual Support
<\$250MM	\$85,864.49	\$18,886.59
\$250MM - \$749MM	\$134,047.36	\$29,489.22
\$750MM - \$2 B	\$210,820.90	\$46,375.80
>\$2 B	\$258,884.53	\$56,952.20
Enterprise License	\$856,780.29	\$188,490.55

* Sunflower Assets ® Software Licenses are on a per site basis. A site is defined as an instance of the software supporting a single database managing the assets of a single entity. Additional sites receive a 20% discount.

Other Software Products

	License	Annual Support
Sunflower Express ¹	\$44,694.06	\$9,829.76
Sunflower Sentry ®	\$151,431.21	\$33,314.36
Sunflower Real Property	\$142,449.04	\$31,333.98
Sunflower MobileTrak (per unit)	\$563.65	\$150.85
Site License	\$56,365.61	\$15,185.13
Enterprise License	\$140,360.06	\$37,823.52
Server Component per Server	\$7,353.33	\$1,979.58

Server Component, Enterprise License	\$73,433.61	\$19,817.08
Sunflower ExcessTrak ® (per unit)	\$563.65	\$150.85
Site License	\$56,365.61	\$15,185.13
Enterprise License	\$140,360.06	\$37,823.52
Server Component per Server	\$7,353.33	\$1,979.58
Server Component, Enterprise License	\$73,433.6	\$19,817.08
Sunflower PackTrak (per unit)	\$563.65	\$150.85
Site License	\$56,365.61	\$15,185.13
Enterprise License	\$140,360.06	\$37,823.52
Server Component per Server	\$7,353.33	\$1,979.58
Server Component, Enterprise License	\$ 73,433.61	\$19,817.08

Installation & Testing (Sunflower MobileTrak, ExcessTrak ® & PackTrak) \$134.31 per instance

SIN 611420 Information Technology Training

On-site, hands-on training for Sunflower Assets ®. The standard course is 5 days in length. Length of actual training class may vary depending upon the number of Sunflower Assets® modules the customer will be using.

Training Rate: \$2,580.86 /day for a maximum of 10 students
Price Includes 10 student workbooks
Price does not include instructor travel expenses
Price does not include personalization of materials

CGI Federal Inc. Official Price list as of Approval date. Prices are subject to change at any time. Please contact CGI Federal for further information.

Credit card payments are accepted for purchases up to \$10,000 (exceptions require approval of the CEO).

¹ Sunflower Express limits the number of assets tracked in the system to 7,500, and does not include the functionality of the finance, inactive assets, or IT components that is included in the full version of Sunflower Assets ®.

SIN 54151S Information Technology Professional Services
GSA Labor Category Rates and Descriptions

Sunflower Consulting Rates

Labor Category	On-site Hourly Rate	Off-site Hourly Rate
Technical Lead/Project Manager	\$201.78	\$228.32
Senior Software Engineer	\$165.36	\$190.85
Software Engineer	\$127.83	\$153.15
Senior Business Analyst	\$201.89	N/A
Business Analyst	\$165.36	N/A

Labor Category	Hourly Rate
Information Services Senior Consultant	\$119.71
Information Services Consultant	\$103.59

Position: Sunflower Technical Lead/Project Manager

Position Summary:

The Technical Lead/Project Manager assumes responsibility for managing team and deliverables for an entire project in their area of discipline.

Essential Functions:

Responsible for all aspects of the development and implementation of Information Technology assigned projects and provides a single point of contact for those projects. Takes projects from original concept through final implementation. Interfaces with all areas affected by the project including end users, computer services, and client services. Defines project scope and objectives. Conducts project meetings and is responsible for project tracking and analysis. Ensures adherence to quality standards and reviews project deliverables. Manages the integration of vendor tasks and tracks and reviews vendor deliverables. Provides technical and analytical guidance the project team. Recommends and takes action to direct the analysis and solutions of problem

Minimum Qualifications:

BS in Computer Science or Engineering or equivalent experience. MS in Computer Science or Engineering a plus.

6 years' experience in information technology. Excellent design and analysis skills. Experience with one or more CASE tools. Experience with project resource planning. Excellent skills with either Oracle, SQL Server, or DB2. Excellent written and verbal communication skills. Must understand basic information technology specialties like computer networking, web development and management, programming, data

and network security, as well as data entry.

Position: Sunflower Senior Software Engineer

Position Summary:

The Senior Software Engineer works both independently and as part of a team to meet deliverables in a timely manner.

Essential Functions:

The Senior Software Engineer works both independently and as part of a team to meet deliverables in a timely manner. Assumes full responsibility for assigned deliverables. Ability to act as a mentor to less experienced team members. Assists in resource planning for assigned project as requested by project/resource manager. Assists in resource planning for assigned project as requested by project/resource manager. Fully master the technical skills surrounding the individual area of expertise.

Minimum Qualifications:

BS in Computer Science or Engineering or equivalent experience.

Minimum of 4 years recent experience with any RDBMS and tools based application design and development. Proficient in design and analysis skills. Excellent in data modeling skills. Highly skilled in Oracle, SQL Server or DB2. Programming skills in either C/C++ or Visual Basic. Strong written and verbal communication skills.

Position: Sunflower Software Engineer

Position Summary:

The Software Engineer works both independently and as part of a team to meet deliverables in a timely manner.

Essential Functions:

The Software Engineer works both independently and as part of a team to meet deliverables in a timely manner. Completes assigned tasks in an efficient manner. Assumes quality assurance responsibility and necessary documentation of assigned tasks. Works aggressively to develop his/her technical skills. Learns from more experienced team members. Minimum

Qualifications:

Completed a BS in Computer Science or Engineering or equivalent experience.

2 - 5 years of experience in the Information Technology field. Minimum of 2 years recent experience with any RDBMS and tools based application design and development. Good understanding of design, development and analysis. Strong knowledge and experience with Oracle, SQL Server or DB2 and their related tools. Programming skills in either C/C++ or Visual Basic. Strong written and verbal communication skills.

Position: Sunflower Senior Business Analyst**Position Summary:**

The Senior Business Analyst is responsible for presenting to the clients the business and technical solutions based on the clients' needs, available technology and CGI Federal standards.

Essential Functions:

The Senior Business Analyst is responsible for presenting to the clients the business and technical solutions based on the clients' needs, available technology and CGI Federal standards. Participate in client engagements, client relationship management, analysis, research, deliverable preparation, and lead specific work efforts over the course of the project. Coordinating with users to define problems, data availability, requirements and implements complex systems which are the most cost effective. Provide technical assistance in identifying, evaluating, and developing system procedures which are cost effective and meet user requirements. Analyzes and evaluates user and/or business problems of complex or diverse scope where analysis requires evaluation of various factors. Plans and conducts preliminary studies of alternative data processing applications and prepares design proposals.

Minimum Qualifications:

BS or equivalent in business related discipline with coursework in computer science or engineering preferred.

Minimum 7 years of experience in the Information Technology field. Minimum of 5 years as a business analyst. Prior project management experience highly preferred. Knowledge in business analysis strategy strongly recommended. Acts as a liaison between the client and the development team. Strong analysis, documentation, communication, writing and presentation skills.

Position: Sunflower Business Analyst**Position Summary:**

The Business Analyst is responsible for presenting to the clients the business and technical solutions based on the clients' needs, available technology and CGI Federal standards.

Essential Functions:

The Business Analyst is responsible for presenting to the clients the business and technical solutions based on the clients' needs, available technology and CGI Federal standards. Coordinating with users to define problems, data availability, requirements and implements complex systems which are the most cost effective. Provide technical assistance in identifying, evaluating, and developing system procedures which are cost effective and meet user requirements. Analyzes and evaluates user and/or business problems of complex or diverse scope where analysis requires evaluation of various factors. Plans and conducts preliminary studies of alternative data processing applications and prepares design proposals

Minimum Qualifications:

BS or equivalent in Information Technology related discipline with coursework in computer science or engineering preferred.

Minimum 5 years of experience in the Information Technology field. Minimum of 3 years as a business analyst. Acts as a liaison between the client and the development team. Strong analysis, documentation, communication, writing and presentation skills.

Position: Sunflower Senior Consultant

Position Summary:

The Senior Consultant is responsible for providing business process, systems and operations support based on the clients' requirements, available technology and CGI Federal standards.

Essential Functions:

Minimum 2-5 years of experience in the information technology, retail, service, business operations, maintenance, consulting or asset management fields. Acts as a service provider to clients and project teams. Experience with any RDBMS like Oracle, SQL Server or DB2 and their related tools. Understanding of property management operational processes and procedures. Strong analysis, documentation, communication, writing and presentation skills.

Minimum Qualifications:

BS in Information Technology related discipline or equivalent work experience.

Minimum 2-5 years of experience in the information technology, retail, service, business operations, maintenance, consulting or asset management fields. Acts as a service provider to clients and project teams. Experience with any RDBMS like Oracle, SQL Server or DB2 and their related tools. Understanding of property management operational processes and procedures. Strong analysis, documentation, communication, writing and presentation skills.

Position: Sunflower Consultant

Position Summary:

The Consultant is responsible for providing business process, systems and operations support based on the clients' requirements, available technology and CGI Federal standards.

Essential Functions:

Minimum 1-5 years of experience in the information technology, retail, service, business operations, maintenance, consulting or asset management fields. Acts as a service provider to clients and project teams. Understanding of web based tools and RDBMS. Understanding of property management operational processes and procedures. Strong analysis, documentation, communication, writing and presentation skills.

Minimum Qualifications:

BS in Information Technology related discipline or equivalent work experience.

Minimum 1-5 years of experience in the information technology, retail, service, business operations, maintenance, consulting or asset management fields. Acts as a service provider to clients and project teams. Understanding of web based tools and RDBMS. Understanding of property management operational processes and procedures. Strong analysis, documentation, communication, writing and presentation skills.

Position: Sunflower Installation & Testing

Position Summary:

Sunflower Installation and Testing is responsible for providing installation and testing of Sunflower Software onto mobile computers.

Essential Functions:

Installation and Testing of Sunflower Software onto mobile computers with barcode scanning technology, to be used by clients in the course of their asset/property management activities.

Minimum Qualifications:

BS in Information Technology discipline or equivalent work experience.

Minimum 1-5 years of experience in the information technology, retail, service, business operations, maintenance, consulting or asset management fields. Acts as a service provider to clients and project teams. Understanding of web based tools and RDBMS. Understanding of property management operational processes and procedures. Strong analysis, documentation, communication, writing and presentation skills.

Software License and Support Agreements (8/14)

SOFTWARE LICENSE AGREEMENT – GSA

In consideration of the mutual promises exchanged herein, the parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings indicated below:

“Agreement” shall mean this Software License Agreement, including Appendix A, between CGI Federal Inc., located at 12601 Fair Lakes Circle, Fairfax, VA 22033, and Licensee.

“Effective Date” shall mean the date set forth in Appendix A. “Licensee”

shall mean the entity identified in Appendix A.

“License Fee” shall mean the amount of money, including the Additional License Fee (as defined in Appendix A) to be paid by Licensee to CGI Federal for the Sunflower Software Licensee is licensing, as indicated in Appendix A.

“Sunflower Software” or “Software” shall mean the Sunflower Software and/or the Sunflower-integrated Third Party Application Specific Software which Licensee has licensed, as indicated by Licensee’s signature on Appendix A. Software licensed is subject to this Agreement and shall include machine readable code and associated documentation including but not limited to flow charts, logic diagrams, and operations and applications manuals, as well as derivative works, modifications, enhancements, and copies in whole or in part, developed, owned and/or distributed by CGI Federal.

“CGI Federal” shall mean CGI Federal Inc., its successors and assigns.

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Third party technology may be necessary for use with the Software and is specified in the program documentation; specific files (which are identified in the program documentation) of such third party technology (collectively the "Open Source Technology") may be included on the same medium or as part of the download of programs you receive, but is licensed under the Mozilla Public License, Common Public License, GNU Lesser General Public License, Netscape Public License or similar royalty-free/open source license (collectively, the "Open Source Licenses"). Upon request, CGI Federal will provide a listing of such Open Source Technology, including but not limited to the applicable Open Source Licenses and URL-location which such Open Source Technology may be obtained in source code format.

This agreement does not modify or abridge any rights or obligations you may have in Open Source Technology under applicable Open Source Licenses; however, to the extent that Open Source Technology is incorporated into a program, your rights and remedies under this agreement with respect to such Open Source Technology (i.e. indemnification) shall apply, but only for your use of the program that is in compliance with the terms of this agreement and with the terms of any relevant Open Source License. Any use of Open Source Technology outside of your licensed use of applicable programs is subject to the rights and obligations under such third party technology's Open Source License. Open Source Technology programs that are separate from the Software are provided as a courtesy to you and are licensed solely under the relevant Open Source License. Any distribution by you of code licensed under an Open Source License, whether alone or with the program, must be under the Open Source License.

4. TAXES

Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.

5. ASSIGNMENT

Licensee may not assign or otherwise transfer any of its rights or obligations under this Agreement to any third party, including Licensee's parent, subsidiary, affiliate, division, business unit, another facility, or any entity bearing any relationship to a common parent with Licensee.

6. LIMITATIONS

This Agreement does not require CGI Federal to install the Software or provide any implementation service. Installation of the Software shall be Licensee's sole responsibility. This Agreement does not entitle Licensee to hard-copy documentation, documentary support, technical support or telephone assistance of any kind from or by CGI Federal. Until this Agreement is executed by Licensee or as set forth elsewhere in this Agreement, CGI Federal reserves the right to alter features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software to be delivered to Licensee under this Agreement.

7. LICENSEE PERSONNEL

Licensee shall make commercially reasonable efforts to ensure that all Licensee personnel working with the Software are properly and fully trained in the use and operation of the Software.

8. TERMINATION

Nothing in this paragraph shall prevent CGI Federal to file a claim or limit CGI Federal damages under the Contract Disputes Act at 41 USC §7101-7109. Upon termination, Licensee shall: cease all use of all Software; return to CGI Federal all Software, any and all copies thereof, and all related documentation; and erase from all computers all copies of the Software.

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CGI Federal warrants that for 90 days from the Effective Date: (a) the Software will be free of defects in materials and workmanship under normal use; and (b) the unmodified Software will substantially perform functions described in the electronic documentation provided by CGI Federal when the Software is installed and operated properly. CGI Federal does not warrant that: (a) the Software will meet Licensee's requirements; (b) the Software will operate in combination with other applications, software

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CGI Federal shall defend at its own expense any action against Licensee brought by a third party to the extent that the action is based upon a claim that the Sunflower Software infringes any U.S. copyright or misappropriates any trade secrets recognized as such under the Uniform Trade Secret law, and CGI Federal shall pay those costs and damages finally awarded against Licensee in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Licensee notifying CGI Federal promptly in writing of such action, and Licensee cooperating and, at CGI Federal's request and expense, assisting in such defense. If the Software becomes, or in CGI Federal's opinion is likely to become, the subject of an infringement claim, CGI Federal may, at its option and expense do one of the following: (a) procure for Licensee the right to continue using the Software; (b) replace or modify the Software so that it becomes non-infringing; or (c) accept return of the Software and give Licensee a refund for the applicable License Fee paid to CGI Federal less the prorated amount for the period of time Licensee had the Software. To determine the amount of the refund in item (c) above, the parties agree to use a 5-year term beginning on the Effective Date; and the applicable License Fee paid shall be reduced by 20% for each year completed and for any partial year with the remainder being the amount to be refunded. (For example, if the applicable License Fee is \$100,000, the Effective Date is January 20, 2020, and on September 15, 2022, CGI Federal accepts return of the Software, the refund to be paid is \$40,000, since Licensee had use of the Software for 2 years and one partial year, the applicable Licensee Fee is reduced by 60% and the remainder (in this case \$40,000) is the refund amount.) Notwithstanding the foregoing, CGI Federal will have no obligation under this Section 10 or otherwise with respect to any infringement claim based upon: (i) any use of the Software not in accordance with this Agreement or for purposes not intended by CGI Federal as evidenced by the Order; (ii) any use of the Software in combination with other products, equipment, software, or data not supplied by CGI Federal under the Order; (iii) any use of any release of the Software other than the most current release made available to Licensee; or (iv) any modification of the Software by any person other than CGI Federal, or its authorized agents or subcontractors. THIS SECTION 10 STATES CGI FEDERAL'S ENTIRE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

11. LIMITATION OF LIABILITY

Neither CGI Federal nor an ordering activity shall be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, neither CGI Federal nor an ordering activity shall be liable for punitive damages except to the extent this limitation is prohibited by applicable law. CGI Federal's maximum liability for any damages arising out of or related to an Ordering Activity's order, whether in contract or tort, shall be limited to the amounts of the Order. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this contract under any federal fraud statute, including the False Claims Act (31 USC 3729 to 3733). Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to EXPRESS remedies provided herein (i.e. 552.238-75 – Price Reductions, 52.214-4(h) – Patent Indemnification, Liability for Injury or Damage (Section 3 of the Price List), and GSAR 552.215-72 PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION.

12. RESTRICTED RIGHTS OF U.S. GOVERNMENT END USERS

The Software is a "commercial item" as that term is defined in 48 C.F.R. 2.101 (Sept. 1995), consisting of "commercial computer software" as that term is used in 48 C.F.R. 12.212 (Sept. 1995). If the Software is used by a U.S. Government Agency within the Department of Defense, then the Software shall be acquired only with those rights set forth in this Agreement, as provided in 48 C.F.R. [DFAR] 227.7202-1 through 227.7202-4 (June 1995). If the Software is used by a U.S. Government Agency not within the Department of Defense, then the Software shall be considered, delivered and used as "restricted computer software" as defined and governed by 48 C.F.R. [FAR] 52.227-19 (June 1987), titled Commercial Computer Software - Restricted Rights.

13. EXPORT ADMINISTRATION

Licensee agrees to comply fully with all relevant export laws and regulations of the United States and any other applicable export and import laws ("Export Laws") to assure that neither the Software nor any direct product thereof are (a) exported, directly or indirectly, in violation of Export Laws; or (b) intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. Licensee certifies that it will not transfer or export any product, process or service that is the direct product of the Software.

14. HAZARDOUS APPLICATIONS

The Software is not intended for use in any nuclear, aviation, mass transit, medical, or other inherently dangerous application. It shall be Licensee's responsibility to take all appropriate fail-safe, back up, redundancy, and other measures to ensure the safe use of such application if the Software is used for such purpose. CGI Federal disclaims liability for any and all damages caused by such use of the Software.

15. AUDIT RIGHTS

During the term of this Agreement and for one year after the Agreement's termination, CGI Federal shall have the right to audit subject to any security requirements, but no more than once per calendar year, Licensee's records, financial and otherwise, relating to Licensee's use of the Software and Licensee's assets managed by the Software in order to verify the accuracy of the value of Licensee's assets and the License Fee owed by Licensee hereunder. CGI Federal shall give Licensee reasonable advance notice of the audit, and each audit shall be conducted in a manner that does not cause unreasonable disruption to the conduct of Licensee's business. Any such audit will be performed by an employee of CGI Federal with at least the same or higher level of Licensee's project security clearance requirement. CGI Federal may report the results of any audit to any vendor providing software which is Application Specific or embedded in the Software.

16. FORCE MAJEURE

If either party fails to fulfill its obligations under this Agreement, when such failure is due to an act of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CGI Federal shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement on any of the above acts, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

17. SURVIVAL OF TERMS

If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

18. ENTIRE AGREEMENT

This Agreement shall include Appendix A and constitutes the entire agreement between CGI Federal and Licensee regarding the license of the Software by CGI Federal to Licensee. If there is any conflict between the terms and conditions of this Agreement and the terms and conditions of Appendix A, the terms and conditions of Appendix A shall control. Terms and conditions contained in any purchase order or request for proposal shall not be binding on the parties, unless, and to the extent, CGI Federal agrees in writing to have such terms or conditions apply. Any additions or modifications to this Agreement must be made in a subsequent, written agreement signed by both parties. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which will constitute one and the same instrument.

19. GOVERNING LAW AND JURISDICTION

This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the federal laws of the United States to include Contract Disputes Act, 41 USC § 7101-7109.

20. UNIFORM COMPUTER INFORMATION TRANSACTION ACT

The parties agree that the Uniform Computer Information Transaction Act, formerly article 2B of the Uniform Commercial Code, shall not apply to this Agreement.

21. EXECUTION/SIGNATORY AUTHORITY

The undersigned representative of Licensee represents that he or she has the requisite authority to execute this Agreement on behalf of Licensee and to bind Licensee to the terms herein.

22. NOTICES

All notices under this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, upon delivery; (b) by overnight courier, upon written verification of receipt; (c) by telecopier, facsimile transmission, or e-mail, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices shall be sent to CGI Federal at the address set forth at the beginning of this Agreement, for Licensee at the address set forth in Appendix A, or such other address as either party may specify in writing.

The parties have executed this Software License Agreement as of the Effective Date.

CGI FEDERAL INC.

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GSA SOFTWARE LICENSE AGREEMENT APPENDIX A

EFFECTIVE DATE: _____

LICENSEE: _____

LICENSEE'S ADDRESS:

Attn: _____

SOFTWARE LICENSED AND LICENSE FEES

By signing the applicable line below, Licensee hereby licenses the designated Software and agrees to use said Software and to pay the corresponding License Fee in accordance with this Agreement, including the additional terms and conditions of this Appendix A.

Sunflower Assets

Sunflower Assets Site License ----

Licensee's Original Aggregate Value of Assets at Effective Date

\$ _____

Pricing Based on

Aggregate Value of Assets

License Fee

< \$250M

\$ 85,864.49

\$250M -- <\$750M

\$ 134,047.36

\$750M -- \$2B

\$ 210,820.90

>\$2B

\$ 258,884.53

(sign applicable line based on Original Aggregate
Value if ordering this license)

Licensed Site: _____

Enterprise License Fee:

\$ 856,780.29

(sign if ordering this license)

Sign here if you are licensing Sunflower Assets and declining Support Service:

Sunflower Express

Sunflower Express License

License Fee

\$ 44,694.06

_____ (sign if ordering this license)

Sign here if you are licensing Sunflower Express and declining Support Service: _____

Sunflower Sentry

License Fee

Sunflower Sentry Site License

\$ 151,431.21

_____ (sign if ordering this license)

Licensed Site: _____

Sign here if you are licensing Sunflower Sentry and declining Support Service:

Sunflower Real Property

License Fee

Sunflower Sentry Site License

\$ 142,449.04

_____ (sign if ordering this license)

Licensed Site: _____

Sign here if you are licensing Sunflower Real Property and declining Support Service: _____

Sunflower MobileTrak

MobileTrak Server License

License Fee

Per server

\$ 7,353.33 Number of servers: _____ (subtotal fee: _____)

plus

Per Handheld Unit

\$ 563.65 Number of units: _____ (subtotal fee: _____)

Total License Fee: \$ _____

(sign if ordering this license)

MobileTrak Site License

\$ 56,365.61

Number of servers: _____ (subtotal fee: _____)
 (per server and unlimited Handheld units) (minimum 1 at \$7,209.89 each)

Total License Fee: \$ _____

 (sign if ordering this license)

MobileTrak Enterprise License

\$209,602.81

(unlimited servers and unlimited Handheld
 units within Licensee's specific business unit)

(sign if ordering this license)

One copy of MobileTrak SyncLink is licensed and provided per licensed Handheld unit (under all three license options) at no additional license fee.

Sign here if you are licensing Sunflower MobileTrak and declining Support Service:

Sunflower ExcessTrak

ExcessTrak Server License

License Fee

Per server

\$ 7,353.33

Number of servers: _____ (subtotal fee: _____)

plus

Per Handheld Unit

\$ 563.65

Number of units: _____ (subtotal fee: _____)

Total License Fee: \$ _____

 (sign if ordering this license)

ExcessTrak Site License

\$ 56,365.61

Number of servers: _____ (subtotal fee: _____)
 (per server and unlimited Handheld units) (minimum 1 at \$7,209.89 each) **Total License Fee: \$ _____**

 (sign if ordering this license)

ExcessTrak Enterprise License

\$209,602.81

(unlimited servers and unlimited Handheld
units within Licensee's specific business unit)

(sign if ordering this license)

One copy of ExcessTrak SyncLink is licensed and provided per licensed Handheld unit (under all three license options) at no additional license fee.

Sign here if you are licensing Sunflower ExcessTrak and declining Support Service:

Sunflower PackTrak

PackTrak Server License

License Fee

Per server

\$ 7,353.33

Number of servers: _____ (subtotal fee: _____)

plus

Per Handheld Unit

\$ 563.65

Number of units: _____ (subtotal fee: _____)

Total License Fee: \$ _____

(sign if ordering this license)

PackTrak Site License

\$ 56,365.61

Number of servers: _____ (subtotal fee: _____)

(per server and unlimited Handheld units) (minimum 1 at \$7,209.89 each) Total License Fee: \$ _____

(sign if ordering this license)

PackTrak Enterprise License

\$209,602.81

(unlimited servers and unlimited Handheld
units within Licensee's specific business unit)

(sign if ordering this license)

One copy of PackTrak SyncLink is licensed and provided per licensed Handheld unit (under all three license options) at no additional license fee.

Sign here if you are licensing Sunflower PackTrak and declining Support Service:

****ADDITIONAL LICENSE TERMS**
1. Sunflower Assets

The License Fee for Sunflower Assets Software is based on the aggregate acquisition value of Licensee's assets which Licensee intends and is authorized under this Agreement to use the Sunflower Software to track and manage ("Aggregate Value"). The Aggregate Value shall be determined at the time of executing this Agreement ("Original Aggregate Value"). On the Effective Date, Licensee shall pay the License Fee based on the Original Aggregate Value.

Within thirty (30) days from each anniversary of the Effective Date, the Aggregate Value of the assets currently authorized, tracked, and managed, pursuant to this Agreement, shall be determined by the parties ("Current Aggregate Value"). If the Current Aggregate Value has increased sufficiently to place Licensee in a higher License Fee band, per CGI Federal's then current price list, then Licensee shall pay an "Additional License Fee". The Additional License Fee shall be the difference between the License Fee paid (plus any subsequent Additional License Fees paid) and the License Fee that would be payable under the current price list based on the Current Aggregate Value. (For example, if the Original Aggregate Value was \$200M on the Effective Date, Licensee would pay a \$84,187 License Fee. If 2 years later, the Current Aggregate Value is \$250M, and CGI Federal's then current price list indicates the License Fee for the Aggregate Value between \$250M

-- <\$750M is now \$131,460, then Licensee would pay an Additional License Fee of \$47,273 (i.e. \$131,460 - \$84,187). If 5 years later the Current Aggregate Value is \$750M, and CGI Federal's then current price list indicates the License Fee for the Aggregate Value between \$750M -- <\$2B is now \$206,690, then Licensee would pay an Additional License Fee of \$75,230 (i.e. \$206,690 less the \$84,187 and \$131,460 previously paid.) Licensee shall pay the Additional License Fee, if any is due, to CGI Federal within thirty (30) days from the anniversary of the Effective Date.

If ordering the Sunflower Assets Site License, the Sunflower Assets Software may only be used on Licensee's Primary Server System located at the Licensed Site. ("Primary Server System" shall mean Licensee's single computer at the Licensed Site on which Licensee's application program interfaces and data structures are stored.) Licensee may use the Software on a backup computer if the Primary Server System is inoperative.

CGI Federal also grants Licensee a nonexclusive license to use the application interface forms and reports, known as NScreen and Report Program Modules, on any and all computers at the Licensed Site, in order to manage the Licensee's assets and determine the Current Aggregate Value.

Licensee may allow employees and authorized contractors to input and access authorized data managed by the Sunflower Assets Software; however, the Sunflower Assets Software may only be used in connection with Licensee's assets, and not the assets of any other entity, including a related department or division of Licensee.

2. Sunflower Express

The License Fee for Sunflower Express Software shall be paid by Licensee to CGI Federal on the Effective Date.

Sunflower Express Software is only licensed to be used_____.

3. Sunflower Sentry

The License Fee for Sunflower Sentry Software shall be paid by Licensee to CGI Federal on the Effective Date.

Sunflower Sentry Software is only licensed to be used_____.

4. Sunflower Real Property

The License Fee for Sunflower Real Property Software shall be paid by Licensee to CGI Federal on the Effective Date.

Sunflower Real Property Software is only licensed to be used_____.

5. Sunflower MobileTrak

The License Fee for Sunflower MobileTrak Software shall be paid by Licensee to CGI Federal on the Effective Date.

Sunflower MobileTrak Software is only licensed to be used on the number of server(s) and handheld unit(s) indicated by Licensee in the ordering section above. If Licensee wants the MobileTrak Software to be used on additional servers and/or handheld units, then the parties shall execute a new order indicating the number of additional servers and/or handheld units needing a Software license. The new order shall become a part of this Agreement. The terms and conditions of this Agreement shall apply fully to the additional Software being licensed under the new order. The License Fee for the additional Software being licensed shall be based on CGI Federal's then current price list and indicated in the new order. The additional License Fee must be paid on each additional server and/or handheld unit being licensed; and the additional License Fee shall be paid in full at the time the parties execute the new order.

6. Sunflower ExcessTrak

The License Fee for Sunflower ExcessTrak Software shall be paid by Licensee to CGI Federal on the Effective Date.

Sunflower ExcessTrak Software is only licensed to be used on the number of server(s) and handheld unit(s) indicated by Licensee in the ordering section above. If Licensee wants the ExcessTrak Software to be used on additional servers and/or handheld units, then the parties shall execute a new order indicating the number of additional servers and/or handheld units needing a Software license. The new order shall become a part of this Agreement. The terms and conditions of this Agreement shall apply fully to the additional Software being licensed under the new order. The License Fee for the additional Software being licensed shall be based on CGI Federal's then current price list and indicated in the new order. The additional License Fee must be paid on each additional server and/or handheld unit being licensed; and the additional License Fee shall be paid in full at the time the parties execute the new order.

7. Sunflower PackTrak

The License Fee for Sunflower PackTrak Software shall be paid by Licensee to CGI Federal on the Effective Date.

Sunflower PackTrak Software is only licensed to be used on the number of server(s) and handheld unit(s) indicated by Licensee in the ordering section above. If Licensee wants the PackTrak Software to be used on additional servers and/or handheld units, then the parties shall execute a new order indicating the number of additional servers and/or handheld units needing a Software license. The new order shall become a part of this Agreement. The terms and conditions of this Agreement shall apply fully to the additional Software being licensed under the new order. The License Fee for the additional Software being licensed shall be based on CGI Federal's then current price list and indicated in the new order. The additional License Fee must be paid on each additional server and/or handheld unit being licensed; and the additional License Fee shall be paid in full at the time the parties execute the new order.

1. Sign the applicable line for the Software you are licensing.
2. Sign the applicable line if you are declining Support Services for any Software which you are licensing.
3. If applicable, fill-in the number of units, servers, and Original Aggregate Value of your assets.

SOFTWARE SUPPORT AGREEMENT

In consideration of the mutual promises exchanged herein, the parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings indicated below:

"Agreement" shall mean this Software Support Agreement, between CGI Federal Inc., located at 12601 Fair Lakes Circle, Fairfax VA 22033, and Licensee.

"Effective Date" shall mean the date set forth in the GSA Customer Purchase Order ("Order").

"Licensee" shall mean the Ordering Activity identified in the GSA Customer Purchase Order.

"New Software" shall mean new, separate software compatible with the Software that CGI Federal, in its sole opinion, does not deem to be an Update of the Software.

"Software" shall mean the Sunflower Software which Licensee licensed under the Software License Agreement (as defined therein), and which is subject to this Agreement, as indicated in the GSA Customer Purchase Order.

"Software License Agreement" shall mean that certain Software License Agreement entered into between CGI Federal and Licensee. "CGI Federal" shall mean CGI Federal Inc., its successors and permitted assigns.

"Support Fee" shall mean the amount of money to be paid by Licensee to CGI Federal for CGI Federal to provide Support Service to Licensee which Licensee has ordered as indicated and according to the fees set forth in the GSA Customer Purchase Order.

"Support Service" shall mean the Software support service ordered by Licensee, as indicated in the GSA Customer Purchase Order and furnished under this Agreement by CGI Federal.

"Support Term" shall mean a period of twelve (12) consecutive months commencing on the Effective Date.

"Update" shall mean updates, error corrections or modifications to applicable Software.

2. COVERAGE

CGI Federal and Licensee agree that the terms and conditions of this Agreement cover Support Service to be provided by CGI Federal to Licensee during the Support Term. Such Support Service will be provided by Sunflower Systems only with respect to the Software for which Licensee has received a license from CGI Federal under the Software License Agreement and for which Licensee has ordered Support Service, as indicated in the GSA Customer Purchase Order. CGI Federal will use reasonable efforts through its error correction activities to correct any errors, malfunctions or defects in the Software.

Licensee understands, however, that CGI Federal is not obligated to correct every error, malfunction or defect in the Software. All Updates furnished to Licensee will be verified using the Software that contains currently available corrective code at the current update level.

Should Licensee request modifications to any Software or any other assistance or support not specifically identified in this Agreement, CGI Federal shall be under no obligation to perform such services, but may agree, pursuant to the execution of a new or modified GSA Customer Purchase Order to perform such modifications, assistance or support under the terms and conditions stated therein.

3. SERVICES TO BE PROVIDED

During the Support Term, CGI Federal shall provide the following Support Services for the applicable Software:

(a) Error Correction. CGI Federal shall attempt to correct documented errors in the Software when such errors are reported to CGI Federal and can be repeated by CGI Federal on its equipment. If a reported error causes part or all of any Software to be inoperable or if Licensee's notice to CGI Federal states that such error is substantial and material with respect to Licensee's use of any Software, CGI Federal shall use reasonable efforts to correct such error, or to provide a software patch or bypass around such error. However, under no circumstances does CGI Federal warrant or represent that all errors can or will be corrected. If Licensee reports an error to CGI Federal, Licensee shall, subject to Government security requirements, give CGI Federal reasonable access to the Software, the equipment running the Software, and all relevant documentation and records; and shall provide such reasonable assistance as CGI Federal may request, including providing sample output and other diagnostic information in order to assist CGI Federal in providing Support Service.

(b) Updates. CGI Federal shall provide Licensee, at no additional cost, any Updates when such Updates are developed or published by CGI Federal and made generally available to other licensees of the applicable Software during the Support Term at no additional cost. All Updates shall become part of the applicable Software and CGI Federal shall be free to license others with respect thereto. CGI Federal reserves the right to create New Software. Determination of

whether Software shall be considered an Update to be offered to Licensee at no additional cost or New Software to be offered to Licensee pursuant to the execution of a new GSA Customer Purchase Order is the sole and exclusive right of CGI Federal.

(c) Remote Service. CGI Federal shall provide Licensee remote access to CGI Federal personnel to help Licensee in answering routine questions with respect to the use of Software. Licensee's access to CGI Federal personnel shall include both telephone access and access by means of electronic mail service, Monday through Friday from 8 a.m. to 8 p.m. (Eastern Time). CGI Federal will make reasonable efforts to answer Licensee's routine questions within 48 hours, weekends and federal holidays excluded. All common carrier charges incurred by Licensee and all costs of telephone and terminal equipment incurred by Licensee shall be the responsibility of Licensee.

Services that are not specifically identified in an applicable Order are not within the Support Service covered by this Agreement. Licensee's agrees that only Licensee's primary and secondary support representatives, will contact Licensee for any issue or question concerning error correction, use of the Software and Support Services.

Any changes to program logic made under this Agreement shall be provided to Licensee on machine readable media or other method as specified by CGI Federal.

4. LICENSEE'S RESPONSIBILITIES

(a) Interface. Licensee shall be responsible for the interface between the Software for which Support Service is available and all other software used by Licensee, whether or not such software is licensed to Licensee by CGI Federal or by others, or has been developed by Licensee.

(b) Installation and Operation. Licensee is responsible for installing, managing and operating all Support Service elements delivered under this Agreement.

(c) License Limitations. Licensee agrees that CGI Federal's rights, including all title and intellectual property rights, the rights granted to Licensee, the use limitations and Licensee's responsibilities to prevent unauthorized disclosure specified in the License Agreement for the Software apply equally to all Support Service elements including, but not limited to the Updates furnished under this Agreement. Licensee agrees that CGI Federal retains all rights, including but not limited to ownership, copyright, trademark, trade secret and patent rights in the Updates furnished under this Agreement.

(d) Modifications by Licensee. In no event shall CGI Federal have any responsibility to correct any errors or damage resulting from changes to or modification of part or all of any Software made by Licensee.

(e) Uninstalled Updates. CGI Federal shall not be responsible for correcting any alleged error if Licensee fails to incorporate in any Software any Update that has been provided to Licensee under this Agreement.

(f) Licensee Personnel. Licensee shall promptly provide such competent personnel and resources as CGI Federal reasonably requests so as to assist CGI Federal in the successful and timely provision of Support Services.

5. PAYMENTS

Licensee agrees to pay CGI Federal the Support Fee for the applicable Support Service ordered by Licensee, as indicated by the applicable GSA Customer Purchase Order. Except as specified in Section 9, no amount owed under this Agreement shall be subject to credit for any period of non-use by Licensee for any reason, including Licensee's delay in installing any Software except for the instance where both parties mutually agree that defects (not to include non-compatibility issues) in the Software are the sole reason for the non-use of the Software by Licensee. Should the Licensee feel that defects in the Software are the sole reason for its non-use of the Software, the Licensee shall contact CGI Federal to engage in good-faith discussions to reach agreement on the source of such issues causing non-use. Should both parties fail to reach agreement on the root cause of non-use of the Software, the Licensee may pursue the rights afforded to it under the Disputes Clause of the underlying GSA Schedule Contract.

6. TAXES

Taxes are subject to FAR 52.212-4(k) which provides that the contract price shall include all federal, state and local taxes and duties. CGI Federal shall state separately on its invoices taxes excluded from the fees, and the GSA Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to CGI Federal or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

7. ASSIGNMENT

Licensee may not assign or otherwise transfer any of its rights or obligations under this Agreement to any third party, including Licensee's division, business unit, another facility, or any entity bearing any relationship to Licensee. Assignment by CGI Federal is subject to FAR 52.232-23 "Assignment of Claims" (Jan. 1986) and FAR subpart 42.12 "Novation and Change-of- Name Agreements" (Sep. 2013).

8. LIMITATIONS

This Agreement does not require CGI Federal to install any Software at or for Licensee. The installation of all Software shall be Licensee's sole responsibility. This Agreement does not entitle Licensee to hard-copy documentation, documentary support, or technical support from CGI Federal except as specifically set forth in Section 3.

9. TERMINATION

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

10. . EXPIRATION AND RENEWAL

This Agreement will expire with the expiration of the Support Term. The parties may renew, by executing a new GSA Customer Purchase Order for additional twelve (12) month terms at the price set forth therein.

11. . NOTICE

All notices under this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, upon delivery; (b) by overnight courier, upon written verification of receipt; (c) by telecopier, facsimile transmission, or e-mail, upon acknowledgement of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices shall be sent to CGI Federal at the address set forth at the beginning of this Agreement, for Licensee at the address set forth in the GSA Customer Purchase Order or such other address as either party may specify in writing.

12. . LIMITED WARRANTIES; EXCLUSIVE REMEDIES

CGI FEDERAL MAKES NO WARRANTIES UNDER THIS AGREEMENT EITHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IF CGI FEDERAL FAILS TO FULFILL ITS OBLIGATIONS UNDER THIS AGREEMENT, LICENSEE'S SOLE AND EXCLUSIVE REMEDY IS THE RIGHT TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS SET FORTH IN SECTION 9.

This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

13. . LIMITATION OF LIABILITY

LICENSEE AGREES THAT CGI FEDERAL SHALL NOT BE LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, COVER, RELIANCE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFIT, REVENUE, DATA OR DATA USE. IN NO EVENT SHALL CGI FEDERAL'S LIABILITY FOR ANY DAMAGES HEREUNDER EXCEED THE AMOUNT OF THE SUPPORT FEE RECEIVED BY CGI FEDERAL FOR THE APPLICABLE SOFTWARE FOR THIS TWELVE MONTH SUPPORT AGREEMENT. THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM CGI FEDERAL'S NEGLIGENCE; (2) FOR FRAUD; (3) EXPRESS REMEDIES UNDER THE LAW OR THE CONTRACT; OR (4) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

14. RIGHTS OF U.S. GOVERNMENT END USERS

The Software is a "commercial item", as that term is defined in FAR 2.101 consisting of "commercial computer software" as that term is used in FAR 12.212. If the Software is used by a U.S. Government Agency within the Department of Defense, then the

Software shall be acquired only with those rights set forth in this Agreement, as provided in FAR 52.2227-14 “Rights in Data”(Dec. 2007), DFARS 252.227.7015 “Technical Data-Commercial Items” (Jun. 2013) and other applicable DFARS provisions.

15. HAZARDOUS APPLICATIONS

The Software is not intended for use in any nuclear, aviation, mass transit, medical, or other inherently dangerous application. It shall be Licensee’s responsibility to take all appropriate fail-safe, back up, redundancy, and other measures to ensure the safe use of such application if the Software is used for such purpose. CGI Federal disclaims liability for any and all damages caused by such use of the Software.

16. BENCHMARK NON-DISCLOSURE AND PUBLICITY- Licensee may not make any public release regarding the quality of the Software or Support Services, including releasing any benchmark reports or results of any benchmark tests, without CGI Federal’s prior written consent. Except as set forth herein, neither party shall make any public announcement regarding the existence or content of this Agreement without the other party’s prior written consent and subject to the limitations contained in GSAR 552.203-71.

17. FORCE MAJEURE

Pursuant to FAR 52.212-4 (f), the parties shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the parties and without its fault or negligence such as acts of God, or the public enemy, acts of Government in its sovereign or contractual capacity, fires, floods, epidemics (whether declared or undeclared), quarantine restrictions, strikes, unusually severe weather and delays of common carriers. The party claiming a force majeure event shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

18. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

19. . ENTIRE AGREEMENT

This Agreement, the License Agreement, the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Order(s), constitute the entire agreement between CGI Federal and Licensee regarding provision of Support Service to Licensee, and shall supersede and control over any other prior or contemporaneous agreements regarding Support Service This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer’s Purchase Order. Any additions or modifications to this Agreement must be made in a subsequent, written agreement signed by both parties. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which will constitute one and the same instrument.

20. GOVERNING LAW AND JURISDICTION

This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by United States Federal law. Any legal action or proceeding relating to this Agreement shall be instituted in the venue mandated by applicable Federal law. CGI Federal and Licensee agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

21. . UNIFORM COMPUTER INFORMATION TRANSACTION ACT

The parties agree that the Uniform Computer Information Transaction Act, formerly article 2B of the Uniform Commercial Code, shall not apply to this Agreement.

22. . EXECUTION/SIGNATORY AUTHORITY

The undersigned representative of Licensee represents that he or she has the requisite authority to execute this Agreement on behalf of Licensee and to bind Licensee to the terms herein.

The parties have executed this Software Support Agreement as of the Effective Date.

CGI FEDERAL INC.

By: _____

Name: _____

Title: _____

Date: _____

THE GSA CUSTOMER ("LICENSEE")

By: _____

Name: _____

Title: _____

Date: _____

GSA SOFTWARE SUPPORT AGREEMENT APPENDIX A

SUPPORT SERVICES ORDERED AND APPLICABLE FEES

EFFECTIVE DATE: _____

LICENSEE: _____

LICENSEE'S PRIMARY SUPPORT REPRESENTATIVE AND CONTACT INFORMATION:

LICENSEE'S SECONDARY SUPPORT REPRESENTATIVE AND CONTACT INFORMATION:

LICENSEE'S ADDRESS: _____

Attn: _____

SUPPORT SERVICES ORDERED

By signing the applicable line below, Licensee hereby orders the designated Support Service and agrees to pay the applicable annual Support Service Fee on the Effective Date.

Sunflower Assets

Site License Annual Support

Licensee's Original Aggregate Value of Assets at Effective Date

Pricing Based on
Aggregate Value of Assets

Annual Support Fee

< \$250M

\$18,886.59

\$250M -- <\$750M

\$29,489.22

\$750M -- \$2B

\$46,375.80

>\$2B

\$56,952.20

(sign applicable line based on original aggregate value if ordering this support)

Enterprise License Annual Support

\$188,490.55

Sunflower Express

Annual Support Fee

\$9,829.76

(sign if ordering this support)

Sunflower Sentry

Annual Support Fee \$33,314.36 _____
(sign if ordering this support)

Sunflower Real Property

Annual Support Fee \$31,333.98 _____
(sign if ordering this support)

Sunflower MobileTrak

Server License Annual Support \$1,979.58 Number of servers _____ (subtotal fee: _____)
Plus support fee per Handheld unit \$150.85 Number of units: _____ (subtotal fee: _____)

Total Annual Support Fee: \$ _____
(sign if ordering this support)

Site License Annual Support \$15,185.13 Number of servers: _____ (subtotal fee: _____)
(per server and unlimited Handheld units) (minimum 1 at \$1,942.58 each)

Total Annual Support Fee: \$ _____
(sign if ordering this support)

Enterprise License Annual Support \$56,504.23
(unlimited servers and unlimited Handheld units within Licensee's specific business unit) (sign if ordering this support)

Sunflower ExcessTrak

Server License Annual Support \$1,979.58 Number of servers _____ (subtotal fee: _____)
Plus support fee per Handheld unit \$150.85 Number of units: _____ (subtotal fee: _____)

Total Annual Support Fee: \$ _____
(sign if ordering this support)

Site License Annual Support \$15,185.13 Number of servers: _____ (subtotal fee: _____)
(per server and unlimited Handheld units) (minimum 1 at \$1,942.58 each)

Total Annual Support Fee: \$ _____
(sign if ordering this support)

Enterprise License Annual Support \$56,504.23
(unlimited servers and unlimited Handheld units within Licensee's specific business unit) (sign if ordering this support)

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

CGI Federal Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

- To actively seek and partner with small businesses.
- To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.
- To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
- To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.
- We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact the Small Business Liaison Office at (703) 227.6000.

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL ACQUISITION SERVICE SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Ordering Activity) and (CGI Federal Inc.) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Acquisition Service Schedule Contract(s) _____.

Federal Acquisition Service Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Acquisition Service Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity Date

CGI Federal Inc. Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Acquisition Service Schedule Contract Number(s) GS-35F-504L, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) exclusively with (Ordering Activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.
- (4) This BPA does not obligate any funds.
- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.
- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
 - (a) Name of Contractor;
 - (b) Contract Number;
 - (c) BPA Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Acquisition Service Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Acquisition Service Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Acquisition Service Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Acquisition Service Schedule Contract.

Participation in a Team Arrangement is limited to Federal Acquisition Service Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Acquisition Service Schedule Contractors may individually meet the customer’s needs, or
- Federal Acquisition Service Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.