

GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

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

Multiple Award Schedule

FSC Group: Information Technology

FSC Class: IT Services

Contract number: 47QTC A22D00A2

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

Contract period: June 29, 2022 – June 28, 2027

Price List current as of Modification #PS009, effective 21 August 2024

Apex Logic Inc
885 Tahoe Blvd. Suite 9,
Incline Village, NV 89451
(301) 657-4444

<http://www.apexlogic.com/>

Contract Administration Point of Contact:

Mike Vaidya

Sr. Director Contracts

301-526-1043

mike.vaidya@apexlogic.com

Business size: Small Business

Prices Shown Herein are Net (discount deducted)

Apex Logic Proprietary

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SINs	Recovery	SIN Title
54151S	54151SRC	Information Technology Professional Services
54151-ECOM	54151-ECOM	Electronic Commerce and Subscription Services
518210C	518210C	Cloud Computing and cloud-related IT Professional Services
OLM	OLMRC	Order-Level Materials (OLM's)

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

Refer to GSA Pricing Section

1c. Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees or subcontractors who will perform services is provided. **Refer to GSA Pricing Section**

2. Maximum order: **\$500,000** SIN 54151S
 \$500,000 SIN 54151ECOM
 \$500,000 SIN 518210C
 \$250,000 OLM

3. Minimum order: **\$100**

4. Geographic coverage (delivery area). **Worldwide**

5. Point(s) of production (city, county, and State or foreign country). **Incline Village, NV USA**

6. Discount from list prices or statement of net price. **Government Net Prices (discounts already deducted.)**

7. Quantity discounts **1% of Orders over \$350,000 for SIN54151S and 518210C**

8. Prompt payment terms. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions. **Net 30 days**
9. Foreign items (list items by country of origin). **Not Applicable**
- 10a. Time of delivery. (Contractor insert number of days.) **Contact Contractor**
- 10b. Expedited Delivery. Items available for expedited delivery are noted in this price list. **Contact Contractor**
- 10c. Overnight and 2-day delivery. **Contact Contractor**
- 10d. Urgent Requirements. **Contact Contractor**
11. F.O.B. point(s). **Destination**
- 12a. Ordering address(es). **885 Tahoe Blvd. Suite 9, Incline Village, NV 89451**
- 12b. Ordering procedures: For supplies and services, the ordering procedures, and information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment address(es). **885 Tahoe Blvd. Suite 9, Incline Village, NV 89451**
14. Warranty provision. **Not Applicable**
15. Export packing charges, if applicable. **Not Applicable**
16. Terms and conditions of rental, maintenance, and repair (if applicable). **Not Applicable**
17. Terms and conditions of installation (if applicable). **Not Applicable**
- 18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). **Not Applicable**
- 18b. Terms and conditions for any other services (if applicable). **Not Applicable**
19. List of service and distribution points (if applicable). **Not Applicable**
20. List of participating dealers (if applicable). **Not Applicable**
21. Preventive maintenance (if applicable). **Not Applicable**

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). **Not Applicable**

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.
Not Applicable

23. Unique Entity Identification (UEI) number. **N1FXKRFNDN37**

24. Notification regarding registration in System for Award Management (SAM) database. **Contractor is registered and active in SAM.gov.**

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

GSA PRICING SECTION

Labor Category Rates

		June 29, 2022 - June 28, 2023	June 29, 2023 - June 28, 2024	June 29, 2024 - June 28, 2025	June 29, 2025 - June 28, 2026	June 29, 2026 - June 28, 2027
SIN	Labor Category	GSA PRICE including IFF	GSA PRICE including IFF	GSA PRICE including IFF	GSA PRICE including IFF	GSA PRICE including IFF
54151S	IT Project Manager	\$161.20	\$167.32	\$173.68	\$180.28	\$187.13
54151S	Applications Developer	\$120.90	\$125.49	\$130.26	\$135.20	\$140.34
54151S	IT Quality Engineer	\$100.75	\$104.57	\$108.54	\$112.66	\$116.95
54151S	Symphony Program Manager	N/A	N/A	\$302.28	\$313.76	\$325.68
54151S	Symphony Project Manager	N/A	\$287.54	\$298.46	\$309.80	\$321.57
54151S	Symphony Training Specialist	N/A	N/A	\$145.97	\$151.53	\$157.28
54151S	Information Systems Security Officer	N/A	N/A	\$246.06	\$255.41	\$265.11
54151S	Acquisition Business Analyst	N/A	N/A	\$136.77	\$141.96	\$147.36
54151S	Acquisition Business Sr. Analyst	N/A	N/A	\$207.05	\$214.92	\$223.09
54151S	Cloud Engineer	N/A	N/A	\$228.19	\$236.87	\$245.86
54151S	Symphony Systems Developer Sr	N/A	\$180.53	\$188.71	\$194.41	\$201.79
54151S	Symphony Systems Developer	N/A	\$168.26	\$175.98	\$181.30	\$188.19
54151S	Symphony Integration Engineer	N/A	N/A	\$200.57	\$208.19	\$216.10
54151S	Symphony Architect	N/A	N/A	\$304.57	\$316.15	\$328.16

		June 29, 2022 - June 28, 2023	June 29, 2023 - June 28, 2024	June 29, 2024 - June 28, 2025	June 29, 2025 - June 28, 2026	June 29, 2026 - June 28, 2027
SIN	Labor Category	GSA PRICE including IFF	GSA PRICE including IFF	GSA PRICE including IFF	GSA PRICE including IFF	GSA PRICE including IFF
518210C	Symphony Program Manager (Cloud)	N/A	N/A	\$304.68	\$316.25	\$328.27
518210C	Information Systems Security Officer (Cloud)	N/A	N/A	\$236.85	\$245.84	\$255.18
518210C	Cloud System & Design Engineer (Cloud)	N/A	N/A	\$255.42	\$265.12	\$275.19

54151S Labor Category Descriptions

Labor Category	Service Description	Minimum Education	Minimum Years of Experience	Education substitutions
IT Project Manager	Manages the full life cycle of software and systems development projects. Ensures that system meets customers business and performance requirements. Builds team relationships and synergies with the customer, vendor(s), and subcontractor(s).	Bachelors	5	Masters Degree equal to six years relevant experience; Bachelors Degree equal to four years experience.
Applications Developer	Develops large-scale applications using object-oriented and functional programming. Design applications using microservices, REST, and Single Page Applications. Possesses knowledge of algorithms, programming languages, optimizations techniques, and running times is required.	Bachelors	6	Masters Degree equal to six years relevant experience; Bachelors Degree equal to four years experience.
IT Quality Engineer	Develops, automates, and executes test scripts and test scenarios. Prepare and analyze testing metrics. Manage logging, replication, and verification of defect fixes. Consult on strategies and industry disciplines regarding quality assurance practices.	Bachelors	1	Masters Degree equal to six years relevant experience; Bachelors Degree equal to four years experience. Six years of experience equivalent to Masters, four years of experience equal to a bachelors degree.

Labor Category	Service Description	Minimum Education	Minimum Years of Experience	Education substitutions
Symphony Program Manager	Program Manager has overall accountability for business solution programs. Program Manager may be responsible for product delivery and/or financial management of client engagements. The Program Manager performs independent quality assurance reviews of program performance and deliverables. They lend thought leadership to engagement teams in developing creative solutions to client business problems	Bachelors	12	Twelve (12) or more years of relevant experience in Acquisition & Program Planning or related field
Symphony Project Manager	Supervises or directly manages and coordinates projects through all phases of the systems development life cycle, including planning, requirements analysis, design, development, testing, installation, and evaluation. Responsible for conducting the project promptly, ensuring the quality of work products, maintaining the financial soundness of the project, managing interactions, and reporting progress and issues. Ensures conformance with work standards; interprets policies, procedures, and goals and objectives of the organization. Coordinates work effort with all parties. Reviews work products for quality, completeness, and adherence to design concepts and user requirements. Has significant expertise in managing systems projects. Responsible for client liaison.	Bachelors	10	Degree in Business / Management / IT or related field. Advanced degree/ relevant professional certification (e.g. PMP) preferred. Master Degree equal to six years of relevant experience; Bachelors Degree equal to four years of experience.

Labor Category	Service Description	Minimum Education	Minimum Years of Experience	Education substitutions
Symphony Training Specialist	Provide leadership and management for training tasks. Responsible for the effective development, coordination and presentation of training and development programs. Prepare training documents and services that are required to support training requirements in compliance with training policies. May supervise the activity of junior training staff. Maintain contact with the customer to ensure that the training meets their needs.	Bachelors	4	Master Degree equal to six years of relevant experience; Bachelors Degree equal to four years of experience.
Information Systems Security Officer	The Information System Security Officer (ISSO) serves as the principal advisor to the Information System Owner (SO), Business Process Owner, and the Chief Information Security Officer (CISO) / Information System Security Manager (ISSM) on all matters, technical and otherwise, involving the security of an information system.	Masters	8	Master Degree equal to six years of relevant experience; Bachelors Degree equal to four years of experience.
Acquisition Business Analyst	Formulates and defines systems scope and objectives based on both user needs and a thorough understanding of business systems, technical, and industry requirements. Devises or modifies procedures to solve complex problems for Sr. Staff review.	Bachelors	4	Master Degree equal to six years of relevant experience; Bachelors Degree equal to four years of experience.
Acquisition Business Sr. Analyst	Formulates and defines systems scope and objectives based on both user needs and a thorough understanding of business systems, technical, and industry requirements. Devises or modifies procedures to solve complex problems. Includes analysis of business and user needs, documentation of requirements, provides consultation on projects, and participates in requirements analyses, data gathering, interviews, and facilitated sessions.	Bachelors	6	Bachelor's degree and six (6) or more years of relevant experience in Government Acquisition and Procurement Knowledge

Labor Category	Service Description	Minimum Education	Minimum Years of Experience	Education substitutions
Cloud Engineer	<p>Researches, designs, develops, runs tests, and evaluates systems that support cloud implementation and integrates with cloud service providers, applying principles and techniques of computer science, engineering, and mathematical analysis. Develops and executes cloud solution roadmaps as they relate to business and executes company strategy to drive the achievement of business objective. Formulates and designs systems, using scientific analysis and mathematical models to predict and measure outcome and consequences of design. Analyzes cloud requirements to determine feasibility of design within time and cost constraints. Deploys software to cloud computing infrastructure, and works with system configuration and deployment automation technologies, working with ETL tools and techniques. Leverages software development and open source solutions to automate tasks required to enable and manage an organization's products and/or services. Resolves complex problems, creates and improves procedures, and facilitates communication. Researches and writes technical documentation that is beneficial to the organization. Provides oversight of hosted systems, databases, and network troubleshooting, and provides various technical solutions to the business.</p>	Bachelors	6	Bachelor's degree and six (6) or more years of relevant experience with AWS

Labor Category	Service Description	Minimum Education	Minimum Years of Experience	Education substitutions
Symphony Systems Developer Sr	The Symphony Developer is responsible for several related duties throughout the software development lifecycle, from concept and design to testing. The Symphony Developer is required to create user information solutions through the development, implementation, and maintenance of components and interfaces. Also responsible for using their knowledge of programming languages to design software programs. Their duties include meeting with stakeholders to determine their software needs, coding and testing software to ensure functionality and updating software programs to refine components like cybersecurity measures and data storage capacities. Expert in fundamentals and advanced concepts of subject matter and how to apply all complex principles of topic area with no guidance from supervisors. Function productively with no input from supervisor	Masters	10	Master Degree equal to six years of relevant experience; Bachelors Degree equal to four years of experience in Symphony Procurement Suite
Symphony Systems Developer	The Symphony Developer is responsible for several related duties throughout the software development lifecycle, from concept and design to testing. The Symphony Developer is required to create user information solutions through the development, implementation, and maintenance of components and interfaces. Also responsible for using their knowledge of programming languages to design software programs. Their duties include meeting with stakeholders to determine their software needs, coding and testing software to ensure functionality and updating software programs to refine components like cybersecurity measures and data storage capacities. Expert in fundamentals and advanced concepts of subject matter and how to apply all complex principles of topic area with little guidance from supervisors. Function productively with little input from supervisor.	Bachelors	3	Bachelor's Degree with 3 or more years' experience in Symphony Procurement Suite

Labor Category	Service Description	Minimum Education	Minimum Years of Experience	Education substitutions
Symphony Integration Engineer	The Symphony Integration Engineering is responsible for activities such as program design, coding, testing, debugging, or documentation. This individual has technical knowledge and responsibility for all phases of applications systems analysis and programming. Understand the business or function for which the application is designed. The Engineer may write programs according to specifications, update, repair, modify, and expand existing computer programs.	Bachelors	5	Bachelor's Degree with 5 or more years' experience in Symphony Procurement Suite
Symphony Architect	Symphony Architect Possesses extensive experience in specialized COTS products. Provides very skilled technical expertise required in configuring and integrating specialized COTS products in complex large scale distributed systems environment.	Masters	10	Masters Degree with 10 or more years' experience Sr. Development and Architecture experience with 3 years specialized in Symphony Procurement Suite

518210C Labor Category Descriptions

Labor Category	Service Description	Minimum Education	Minimum Years of Experience	Education substitutions
Symphony Program Manager (Cloud)	The Symphony Program Manager for the Cloud, Performs day-to-day management of cloud delivery order projects, from original concept through final implementation. Utilizes proven skills in those technical areas to analyze new and complex cloud project-related problems and create innovative solutions involving financial management, scheduling, technology, methodology, tools, and solution components. Organizes directs and coordinates the planning and production of all activities associated with assigned delivery order projects. Develops detailed work plans, schedules, project estimates, resource plans, status reports, and project and financial tracking and analysis. Conducts project meetings and ensures quality standards. Provides technical and strategic guidance to the cloud project team and reviews project deliverables.	Bachelors	10	Twelve (10) or more years of relevant experience in Project Management Program Planning or related field
Cloud System & Design Engineer (Cloud)	The Cloud Systems & Design Engineer, duties include, but are not limited to, contributing to overall strategic vision and integrates a broad range of solutions in support of client requirements for cloud projects. Formulates and defines system scope and objectives, develops, or modifies processes to solve complex problems for cloud systems and business and electronic interfaces to achieve desired results through the use of innovative technologies. Develops advanced engineering and design methods of complex and advanced cloud requirements, hardware/software interfaces and applications, and solutions. Responsible for design, development, engineering, integration, and architecture. Senior staff manages, plans, and conducts	Masters	12	Twelve (12) or more years of relevant experience in the Cloud Environment & Program Planning or related field

	major phases of significant projects.			
Information Systems Security Officer (Cloud)	The Cloud Information System Security Officer (ISSO) serves as the principal advisor to the Information System Owner (SO), Business Process Owner, and the Chief Information Security Officer (CISO) / Information System Security Manager (ISSM) on all matters, technical and otherwise, involving the security of an information system.	Masters	8	Master Degree equal to six years of relevant experience; Bachelors Degree equal to four years of experience.

54150ECOM PRODUCTS

Part Number	Product Name	Product Description	GSA Price
SYM-EL-SM-01	Term Software/Enterprise License - Small	Includes 4 - 20 Performer Licenses, 1 Audition License, Contract Management Features, Enterprise User Dashboard Plus, Full-time Security Engineer, Full-time Program Manager, Full-time Cloud Engineer	\$3,183,542.47
SYM-EL-MED-01	Term Software/Enterprise License - Medium	Includes 21 - 50 Performer, 3 Audition, Contract Management, Enterprise User Dashboard, Full-time Security Engineer, Full-time Program Manager, Full time Cloud Engineer	\$5,733,284.62
SYM-EL-LG-01	Term Software/Enterprise License - Large	Includes 51 - 75 Performer, 3 Audition, Contract Management, Enterprise User Dashboard, Full-time Security Engineer, Full-time Program Manager, Full time Cloud Engineer	\$6,675,039.21
SYM-EL-XL-01	Term Software/Enterprise License - X Large	Includes 76 - 100 Performer, 3 Audition, Contract Management, Enterprise User Dashboard, Full-time Security Engineer, Full-time Program Manager, Full-time Cloud Engineer	\$7,616,793.79
SYM-AUD-01	Term Software/Audition License	Open Market solicitation and Source Selection	\$43,585.34
SYM-PERF-S-01	Term Software/Performer License - Starter	Performer starter pack, includes 4 contract vehicles	\$12,556.73
SYM-PERF-A-01	Term Software/Performer License - Individual	Performer additional per contract vehicle	\$3,139.18
SYM-CP-01	Term Software/Cost/Price Module	Pricing Module allows the Industry to upload standardized pricing data in the format provided by the Government. Upon upload, Symphony validates the data and warns the bidder if the spreadsheet is compliant per the RFP	\$6,226.48
SYM-PL-SM-01	Term Software/Performer License -Small	Includes 4 - 20 Performer Licenses, Contract Management, Enterprise User Dashboard, Full-time Security Engineer, Full-time Program Manager, Full-time Cloud Engineer	\$2,286,759.24
SYM-PL-MED-01	Term Software/Performer License -Medium	Includes 21 - 50 Performer Licenses, Contract Management, Enterprise User Dashboard, Full-time Security Engineer, Full-time Program Manager, Full-time Cloud Engineer	\$3,940,059.38
SYM-PL-LG-01	Term Software/Performer License -Large	Includes 51 - 75 Performer, Contract Management, Enterprise User Dashboard, Full-time Security Engineer, Full-time Program Manager, Full-time Cloud Engineer	\$4,881,813.95
SYM-PL-XL-01	Term Software/Performer License -X Large	Includes 76 - 100 Performer, Contract Management, Enterprise User Dashboard, Full-time Security Engineer, Full-time Program Manager, Full-time Cloud Engineer	\$5,823,568.54

Apex Logic, Inc. End User License Agreement (GSA EULA)

**END USER LICENSE AGREEMENT FOR SYMPHONY PLATFORM, AND/OR
ANALYTIC PRODUCTS**

This United States Government End User License Agreement (EULA) hereafter referred to as “this Agreement” is an agreement between the Ordering Activity under GSA Schedule contracts identified in the Order (USG)(Licensee) and the Contractor (Licensor). The EULA is incorporated into the Licensor’s contract/Delivery Order (“the contract”) and is legally binding on the parties.

APEX LOGIC, INC. (“APEX”) IS WILLING TO LICENSE THE LICENSED MATERIAL TO YOU OR THE BUSINESS ENTITY YOU REPRESENT (“LICENSEE”) UPON THE CONDITION THAT LICENSEE ACCEPTS ALL OF THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT (“AGREEMENT”). BY EXECUTING A WRITTEN ORDER FOR THE LICENSED MATERIAL, YOU ARE BINDING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT TO THE TERMS OF THIS AGREEMENT.

IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN APEX IS UNWILLING TO LICENSE THE LICENSED MATERIAL TO LICENSEE AND (A) LICENSEE MAY NOT DOWNLOAD, INSTALL OR USE THE LICENSED MATERIAL, AND (B) LICENSEE MAY RETURN THE LICENSED MATERIAL AND ANY WRITTEN MATERIAL(S) TO THE PLACE OF PURCHASE FOR A FULL REFUND, OR, IF THE LICENSED MATERIAL AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, LICENSEE MAY RETURN THE ENTIRE PRODUCT TO THE PLACE OF PURCHASE FOR A FULL REFUND. LICENSEE’S RIGHT TO RETURN AND REFUND EXPIRES 60 DAYS AFTER PURCHASE FROM LICENSOR AND APPLIES ONLY IF LICENSEE IS THE ORIGINAL END USER PURCHASER.

1. DEFINITIONS.

- (a) “Agency” means the lower subset of U.S. government department at the command or office level.
- (b) “Licensor” means Apex Logic, Inc.
- (c) “Licensee” means the entity identified as Licensee in the Licensee Information.
- (d) “Licensed Material” means the data, metadata, and products provided by the Licensor that are delivered or otherwise made available for the Licensee’s use as set forth in this Agreement. This term strictly applies to the forms, formats, and other supporting data as received by the Licensee.
- (e) “Licensed User” means an authorized recipient and end user of Licensed Material according to Section 3 of this Agreement.
- (f) “Licensed Territory” means the world, excluding only those countries where United States law prohibits use of the Licensed Software.
- (g) “Derived Product” means a work that is created when a Licensed User exploits Licensed Material in a manner that irreversibly modifies and uncouples the work from its source, such that extraction of the principal features and characteristics of the source Licensed Material is impracticable. Derived Products are not considered Licensed Material.

- (h) “Share” or “Sharing” means the physical or electronic transfer of Licensed Material to a Licensed User.
 - (i) “Third-Party” means any organization or party that is not listed as a Licensed User in Section 3 of this Agreement.
 - (j) “Government Purpose(s)” means for the benefit of the USG. Government Purpose is subject to the limitations set forth in Section 4. Government Purpose ceases upon conclusion of the specific program, mission, or requirements.
 - (k) “National Security Purpose” means for U.S. National Security use. National Security Purpose is subject to the limitations set forth in Section 4. National Security Purpose ceases upon conclusion of the specific program, mission, or requirements.
2. **LICENSE.** Conditioned upon compliance with the terms and conditions of the Agreement, Apex grants you a perpetual, non-exclusive, non-transferable, irrevocable worldwide license to the Licensed Materials as set forth below:
- a. License purchased rights for Licensed Materials are in perpetuity.
 - b. Licensed Users may generate and Share unlimited hardcopies and softcopies of the Licensed Materials in accordance with Section 3.
 - c. Licensed Users may not create any Derived Products from the Licensed Materials and Share such products without restriction except as set forth herein in Section 4.
3. **LICENSE GRANTS BY TYPE.** Apex grants you the following license based on the corresponding license type you have in effect at the time and subject to the restrictions further defined below:
- (a) For **USG Type-0**, we grant you the following Ordering Agency license for the purchase of Licensed Materials, which allows for unlimited Sharing to Licensed Users as described herein:
 - i. Licensed Materials are shareable within your specific Agency for your internal use only.
 - ii. Licensed Materials are shareable with contractors and/or grant recipients for the purpose of executing their contracts with you, solely in support of your internal Government Purpose and without further Sharing by those contractors or grant recipients.
 - iii. We do not otherwise authorize any Sharing outside your specific Agency.
 - (b) For **USG-Type 1**, we grant you the following National Security license for the purchase of Licensed Materials, which allows for unlimited Sharing to Licensed Users as described herein:
 - i. Licensed Materials are shareable across all entities defined under Title 10 U.S.C. and/or Title 50 U.S.C. and the United States Coast Guard (USCG).
 - ii. Licensed Materials are shareable with the Executive Office of the President, members of Congress, and Congressional staff involved in the oversight of the entities identified in the preceding clause (b)(i).
 - iii. Licensed Materials are shareable with contractors and/or grant recipients supporting entities identified in the preceding clauses (b)(i) and (ii) for the purpose of executing their USG contracts.
 - (c) For **USG-Type 2**, we grant you the following National Security Plus license for the purchase of

Licensed Materials, which allows for unlimited sharing to Licensed Users as described herein:

- i. Licensed Materials are shareable across all entities defined under Title 10 U.S.C. and/or Title 50 U.S.C. and the United States Coast Guard (USCG).
 - ii. Licensed Materials are shareable with the Executive Office of the President, members of Congress, and Congressional staff involved in the oversight of the entities identified in the preceding clause c(i).
 - iii. Licensed Materials are shareable with the US Department of State.
 - iv. Licensed Materials are shareable with foreign governments and inter-governmental entities, and international defense and coalition partners for the National Security Purpose.
 - v. Licensed Materials are shareable with contractors and/or grant recipients supporting entities identified in the preceding clauses (c)(i)-(iv) for the purpose of executing their contracts.
- d) For USG-Type 3**, we grant you the following USG license for the purchase of Licensed Materials, which allows for unlimited sharing to Licensed Users as described herein:
- i. Licensed Materials are shareable across all portions of the USG defined under Title 5 U.S.C. 101-105.
 - ii. Licensed Materials are shareable with the Executive Office of the President, members of Congress, and Congressional staff involved in the oversight of the entities identified in the preceding clause (d)(i).
 - iii. Licensed Materials are shareable with state and local governments, territories, and tribal authorities within the U.S. for Government Purposes.
 - iv. Licensed Materials are shareable with non-governmental organizations and/or non-profit organizations working for the purpose of entities found in the preceding clauses (d)(i)-(iii).
 - v. Licensed Materials are shareable with contractors and/or grant recipients supporting entities identified in the preceding clauses (d)(i)-(iv) for the purpose of executing their USG contracts.

(e) For USG-Type 4, we grant you the following USG Plus license for the purchase of Licensed Materials, which allows for unlimited sharing to Licensed Users as described herein:

- i. Licensed Materials are shareable with all portions of the USG defined under Title 5 U.S.C. 101-105.
- ii. Licensed Materials are shareable with the Executive Office of the President, members of Congress, and Congressional staff involved in the oversight of the entities identified in the preceding clause (e)(i).
- iii. Licensed Materials are shareable with foreign governments, inter-governmental entities, and international defense and coalition partners for Government Purposes.
- iv. Licensed Materials are shareable with state and local governments, territories, and tribal authorities within the U.S. for Government Purposes.
- v. Licensed Materials are shareable with non-governmental organizations and/or non-profit organizations working for the purpose of entities found in the preceding clauses (e)(i)-(iv).
- vi. Licensed Materials are shareable with contractors and/or grant recipients supporting entities identified in the preceding clauses (e)(i)-(v) solely for the purpose of executing their contracts.

4. LICENSE RESTRICTIONS. With respect to each of the license grants in Section 3, we grant you and all Licensed Users the rights to Share Licensed Materials subject to the following restrictions:

(a) You and all Licensed Users will provide reasonable efforts to avoid providing copies of or access to the Licensed Materials beyond what is necessary for the fulfillment of the National Security Purpose. You will notify us upon awareness of any issues. You and we will collaborate and coordinate regarding any concern.

(b) You and all Licensed Users will provide reasonable efforts to avoid making the Licensed Materials available under any open source license or agreement to any Third Party or use the Licensed Materials in a manner that would subject the Licensed Materials to become subject to any open source license except where stated herein. You will notify us upon awareness of any issues. You and we will collaborate and coordinate regarding any concern.

(c) You and all Licensed Users will provide reasonable efforts to avoid allowing the Licensed Materials to be made available to any Third Party for any commercial or revenue generating purpose except where stated herein. You will notify us upon awareness of any issues. You and we will collaborate and coordinate regarding any concern.

(d) You and all Licensed Users will provide reasonable efforts to avoid providing copies of or access to the Licensed Materials to a Third Party for their own use, apart from supporting the applicable USG contract, except where stated herein. You will notify us upon awareness of any issues. You and we will collaborate and coordinate regarding any concern.

(e) You and all Licensed Users will provide reasonable efforts to avoid allowing a Third Party to disclose or Share the Licensed Materials with another Third Party (or the public), either publicly or privately, except where stated herein. The USG will notify the Licensor upon awareness of any issues. You and we will collaborate and coordinate regarding any concern.

(f) You and all Licensed Users may not place the Licensed Materials, or allow the Licensed Materials to be placed, into the public domain or otherwise be publicly Shared (e.g., public websites) except where stated herein.

(g) You and all Licensed Users will provide reasonable efforts to not allow you, all Licensed Users, or any Third Parties (a) to place Digital Elevation Model(s) (DEMs) derived from Licensed materials into the public domain or otherwise be publicly Shared (e.g., public websites) except where stated herein or concurred with or by us (b) to sell or otherwise disseminate any DEM derived from Licensed Materials for revenue generating purposes, except where stated herein or concurred with or by us. DEMs created by Licensed Users from Licensed Materials may

only be used for Government Purposes.

(h) You and all Licensed Users will provide reasonable efforts for oversight and control of the use of the Licensed Materials. You will notify us upon awareness of any issues. You and we will collaborate and coordinate regarding any concern.

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Apex Logic, Inc.,
ATTN: Contracts Department
885 Tahoe Blvd. Suite 9,
Incline Village, NV 89451

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