

Global TechPro, LLC

A CMMI Level - 3 Company

**Global TechPro, LLC
8230 Boone Blvd, #450,
Vienna, VA 22182**

**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST
General Purpose Commercial Information
Technology Equipment, Software and Services**

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.gsadvantage.gov>

SPECIAL ITEM NUMBER 54151ECOM – ELECTRONIC COMMERCE

INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computer Application Software

Microcomputers Application Software

SPECIAL ITEM NUMBER 54151 - MAINTENANCE OF SOFTWARE

**SPECIAL ITEM NUMBER 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES FOR
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)**

FPDS Code D301 IT Facility Operation and Maintenance

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D307 Automated Information Systems Design and Integration
Services

FPDS Code D308 Programming Services

FPDS Code D310 IT Backup and Security Services

FPDS Code D311 IT Data Conversion Services

FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing
(CAD/CAM) Services

FPDS Code D316 IT Network Management Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere
Classified

SPECIAL ITEM NUMBER 541611 – PROFESSIONAL SERVICES-BUSINESS ADMINISTRATIVE SERVICES

Contract Number: GS-35F- 0241X

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

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Period Covered by Contract: Feb 17, 2011 through Feb16, 2026

**General Services Administration
Federal Acquisition Service**

Products and ordering information in this Authorized Information Technology Schedule
Pricelist
are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>)

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CUSTOMER INFORMATION:

- 1 Geographic Scope of Contract will be domestic and overseas delivery.**
- 1a. Table of Awarded Special Item Numbers (SINs):** SIN 54151S, 54151SSTLOC, 54151SRC – IT PROFESSIONAL SERVICES
- 1b. Lowest Priced Model Number and Price For Each SIN:** Refer to pages 28-35.
- 2. Maximum Order:** \$500,000
- 3. Minimum Order:** \$ 100
- 4. Geographic Coverage:** 48 contiguous states, Alaska, Hawaii, Washington D.C., Puerto Rico, U.S. Territories, and to a port or consolidation point within the aforementioned locations for orders that are received from overseas activities.
- 5. Point of Production:** Not Applicable
- 6. Discount from List Prices:** Prices shown are NET prices; Basic discounts have been deducted.
- 7. Quantity Discounts:** 00.00% Net 30 Days
- 7a. Volume Discounts:** 00.00% Net 30 Days
- 8. Prompt Payment Discount:** 00.00% Net 30 Days
- 9. Government Purchase Cards** will be accepted for payment less than, equal to and above the micro purchase threshold however no additional discounts will apply.
- 10. Foreign Items:** N/A
- 11a. Time of Delivery:** As agreed between contractor and ordering activity
- 11b. Expedited Delivery:** As agreed between contractor and ordering activity
- 11c. Overnight and 2-Day Delivery:** As agreed between contractor and ordering activity
- 11d. Urgent Requirements:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
- 12. FOB Point:** Destination
- 13a. Ordering Address:** Global TechPro, LLC 8230 Boone Boulevard, Ste. 450, Vienna, VA 22182

- 13b. Ordering Procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3
- 14. Payment Address:** Global TechPro, LLC 8230 Boone Boulevard, Ste. 450, Vienna, VA 22182
- 15. Warranty/Guarantee Provision:** Global TechPro, LLC guarantees that all services / products / solutions and associated support provided under this contract are guaranteed to be completed in a professional and technically acceptable manner in accordance of the contract as described in Global TechPro, LLC.'s Authorized IT Schedule Price List.
- 16. Export Packing Charges:** Not Applicable
- 17. List of Participating Dealers:** N/A
- 18. Environmental Attributes** (e.g., recycled content, energy efficiency, and/or reduced pollutants):
- 19. Section 508 Compliance:**
- 20. Liability For Injury or Damage:** The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.
- 21. Data Universal Numbering System (DUNS) Number:** 12-5746532
- 21a. Taxpayer Identification Number (TIN):** 54-1819429
- 21b. Business Size:** Economically Disadvantaged Woman Owned Small Business
- 21c. CAGE Code:** 1UR08
- 21d. System for Award Management (SAM):** Company, Inc. is currently registered within the System for Award Management (SAM) database.
- 22. Trade Agreements Act of 1979, as Amended:** All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.
- 23. Ordering Procedures for Federal Supply Schedule Contracts:** Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
 - b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.
- 24. Federal Information Technology Telecommunications Standards Requirements:** Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products

listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

25. Federal Information Processing Standards Publications (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

26. Federal Telecommunication Standards (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

27. Contractor Tasks/Special Requirements (C-FSS-370) (NOV 2003):

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

28. Contract Administration for Ordering Activities: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

29. GSA Advantage!: GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: Explorer). The Internet address is <http://www.gsaadvantage.gov>

30. Purchase of Open Market Items: Note: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

31. Contractor Commitments, Warranties and Representations:

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

32. Overseas Activities: The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

None

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

33. Blanket Purchase Agreements (BPAs): The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

34. Contractor Team Arrangements: Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

35. Installation, De installation, Reinstallation: The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is agreeable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de installation, and reinstallation services under SIN 33411 or 33412.

36. Prime Contractor Ordering from Federal Supply Schedules: Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

37. Insurance- Work On A Government Installation (JAN 1997) (FAR 52.228-5):

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

38. Software Interoperability: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

39. Advance Payments: A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE (SPECIAL ITEM NUMBER 54151ECOM), AND (SPECIAL ITEM NUMBER 54151) MAINTENANCE OF SOFTWARE AS A SERVICE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

NOTE: The Transactional Data Reporting (TDR) Rule requires vendors to electronically report the price the federal government paid for an item or service purchased through GSA acquisition vehicles. The TDR PILOT APPLIES TO THIS SIN. If a TDR covered SIN(s) is included on a contract or offer with non-TDR SIN(s), then the entire contract is subject to TDR and the Price Reduction Clause (PRC) and Commercial Sales Practice (CSP) requirements are removed for the entire contract. However, the TDR clause does not exempt the contractor from existing reporting requirements found elsewhere in the contract.

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Warranty. Contractor warrants that for a period of thirty (30) days after the Acceptance of the Software (“the Warranty Period”), the Software, when properly used, will operate substantially in accordance with the specifications set forth in the applicable Schedule. Contractor does not warrant that Client’s use of the Software will be uninterrupted or error free. If, during the Warranty Period, the Software does not meet this limited warranty, Client may contact Contractor and Contractor shall, at its option, either modify the Software or refund Client’s purchase price. The foregoing constitutes Client’s sole and exclusive remedy for breach by Contractor of any warranties (express or implied) made under this Agreement. The limited warranties set forth in this Agreement do not apply to any deviation by the Software from the specifications set forth in the applicable Schedule that is caused by, or results from, (i) modification of the Software by anyone other than Contractor; (ii) use of the Software for any purpose other than that authorized in this Agreement; (iii) use of the Software in combination with other software, data or products that are defective or incompatible with, or are not authorized by Contractor for use with, the Software; (iv) any malfunction of Client's software, hardware, computers or computer-related equipment; (v) Client’s failure to use any Updates made available by Contractor; or (vi) an event of Force Majeure. Any replacement Software will be warranted for thirty (30) days from the date of receipt of the replacement Software. THE FOREGOING WARRANTIES ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH CLIENT’S ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT, THE SOFTWARE IS PROVIDED “AS IS,” AND CONTRACTOR DISCLAIMS ANY WARRANTY AS TO THE QUALITY, OPERATION OF, ACCESS TO OR USE OF ALL OR ANY PART OF THE SOFTWARE AND ANY WARRANTY THAT (I) THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE, (II) THE RESULTS ARISING OUT OF THE USE OF THE SOFTWARE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (III) THE SOFTWARE WILL MEET THE NEEDS OF CLIENT OR ITS CLIENTS OR SUPPLIERS. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule contract between the Ordering Activity and the Contractor.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b) (2).

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software.

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 866-331-5324 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 a.m. to 5:00 p.m. U.S. Mountain Time, Monday through Friday, excluding holidays. (For purposes of this Service, the term “Recognized Holidays” means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.)

5. TERMS AND CONDITIONS

- a) GSA Basic Discount 5% Net 30 Days.
- b) Prompt Payment Discount 00.00% Net 30 Days.
- c) Quantity Discount 00.00% Net 30 Days.
- D) Volume Discount 00.00% Net 30 Days.
- E) Other Discounts/Concessions: 00.00% Net 30 Days.
- F) Any other concession being offered to the Government, but not the Most Favored Customer (MFC) 00.00% Net 30 Days.
- G) Delivery (Days ARO), As agreed between contractor and ordering activity.
- H) Normal: As agreed between contractor and ordering activity.
Expedited: As agreed between contractor and ordering activity.
- I) FOB Terms: Destination
- J) Minimum Order Limitation \$100.00.
- K) Maximum Order Limitation \$500,000.00.
- L) Cooperative purchasing? No.
- M) Place of Performance: Global TechPro, LLC, 8230 Boone Boulevard, Ste. 450, Vienna, VA 22182.

6. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined:

1. Software Maintenance as a Product (SIN 54151) Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's diagnostics. Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service. Software Maintenance as a product is billed at the time of purchase.

- 2. Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

7. PERIODS OF ELECTRONIC COMMERCE (SIN 54151ECOM) AND MAINTENANCE (SIN 54151)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar day written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

8. UTILIZATION LIMITATIONS - (SIN 54151ECOM, SIN 54151)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 7.b (2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software,

documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. DESCRIPTIONS

The Contractor shall include, in the schedule pricelist, a description of each software product and number of software users.

10. RIGHT-TO-COPY PRICING

The Contractor does not offer Right to Copy Pricing.

11. Description of Offer – SINs 54151ECOM, 54151

Services:

1. AudioEye Fully Managed
2. AudioEye Expert Audit
3. AudioEye Additional Pageviews
4. AudioEye Additional Expert Audit with Custom Fixes
5. AudioEye Document Remediation Service

AudioEye Fully Managed:

Compliance & Protection	Details
ADA Website Accessibility Compliance + Certification	AudioEye’s Platform delivers a Compliance plan (as defined in the AudioEye statement on compliance above).
AudioEye Trusted Certification	Presents AudioEye’s confirmation that Client’s website meets the Compliance plan (AudioEye statement on compliance above) and details our Offering’s sustained efforts.
Automated Legal Support	In the event of legal action or a demand letter, Client will receive basic legal support in the form of AudioEye’s proprietary Sustainable Testing & Remediation (“STAR”) report, which may be downloaded from Client’s AudioEye portal.

Basic Accessibility	Details
Usability Toolbar	Allows website visitors access to simple tools that allow changes to colors, contrast, typeface and font size, cursor size, text spacing and more.
24/7 Helpdesk	Included in the Usability Toolbar, website visitors are able to report errors and issues to the AudioEye Helpdesk. Errors are validated and a report is provided to Client.
Dashboard with Analytics & Reporting	<ul style="list-style-type: none"> View a website's Accessibility Score View the remediations AudioEye is applying to the website View the remaining errors that need to be addressed View the website's STAR report Report legal action
Accessibility & Certification Statement	A public statement that can be shared on the website to show an ongoing commitment to delivering inclusive experiences and making the website accessible to all
Advanced Technology	Details
Live Real-Time Monitoring	AudioEye's website monitoring system scans the website. AudioEye monitors what real users are doing and which parts of your website they are visiting. Real-time insights are gathered and remediations are performed which are properly reflected within an updated Accessibility Score.
AI-Driven Fixes	AudioEye is continuously identifying and developing new, automated fixes to common WCAG errors. Through proprietary processes, AudioEye's auto remediations fuse the insight and expertise of IAAP-certified accessibility professionals with cutting-edge engineering.
Accessibility Score	AudioEye provides a proprietary scoring algorithm that numerically represents your website's accessibility based on issues identified by AudioEye's website monitoring system and actual traffic patterns.
Customer Support	Details
Online Training Library	On-demand access to AudioEye's library of educational material.
Online Support & Helpdesk	Access to our vast library of support articles and online support ticketing system. Tickets are responded to within two business days.
Onboarding with Accessibility Specialist	Accessibility Specialists provide guidance on how to install the AudioEye JavaScript, answer basic questions and help navigate the platform and services during the first 30 days following launch.

AudioEye Expert Audit:

An expert audit is a thorough evaluation on the Subscription Webpages using assistive technology in a desktop environment to identify and detail WCAG violations that Live Real-Time Monitoring may not identify. AudioEye delivers a comprehensive report communicating the results of the evaluations of the expert audits including a list of all detected issues. AudioEye will stand ready to provide up to two (2) expert audits and custom fixes (and related reports) for the subscribed web pages.

Premium Support provides direct access to the AudioEye support team. Any online chats or tickets will be given priority queueing.

AudioEye Additional Pageviews

AudioEye's Active Monitoring and AI-Driven fix technology that runs for every user, ensuring fixes in real time to improve the accessible experience and reduce risk of barriers. This technology is activated by pageview, and websites that experience high traffic may require additional pageviews to enable Active Monitoring and AI-Driven fixes.

AudioEye Document Remediation Service:

PDF testing, remediation and validation of Static PDF documents

Document structure tagging to ensure conformance with best-practices and accessibility checkpoints that optimize output for assistive technology software and devices

Testing: Remediated PDFs are tested with industry standard browser and screen reader combinations in addition to Adobe Software by AudioEye manual assistive technology testers to ensure usability and the absence of access barriers.

11.3 PDF Remediation Services – Product Description

AudioEye offers three dynamic PDF remediation services - each delivering real-time high-volume templated downloadable PDFs on demand in compliance with the ADA's Section 508 laws and the WCAG 2.1 AA standards.

AudioEye also offers static PDF remediation services in compliance with the ADA's Section 508 laws and the WCAG 2.1 AA standards.

- Dynamic PDF Remediation Services.
 - o Low Complexity: PDFs that have a single layout with text and no more than two graphic elements, like images or logos, are classified as "Low Complexity."
 - o Medium Complexity: PDFs that have multiple simple layouts with text and graphic elements or simple tables are classified as "Medium Complexity."
 - o High Complexity: PDFs that have complicated layouts with tables, charts, diagrams, multiple images, and/or infographics, are classified as "High Complexity."
- Document Remediation Services – Dynamic – Annual Maintenance: For each dynamic PDF template, ongoing maintenance fees are applied to each subsequent year of service. This accounts for the ongoing transactional costs associated with the delivery of the dynamically remediated transactional PDF document.
- Static PDF Remediation: Accessibility tagging of the most common PDF documents for compliance with the ADA's Section 508 laws and the WCAG 2.1 AA standards.
- Static PDF Form Remediation: Accessibility tagging of the most common PDF form documents for compliance with the ADA's Section 508 laws and the WCAG 2.1 AA standards.
- Static PDF Annual Hosting and Delivery: As an option, hosting and delivery of remediated PDFs is managed by AudioEye; ongoing fees are applied to account for the hosting and delivery of remediated static PDF(s) and static PDF form(s). Includes analytics monitoring to assist in prioritizing remediation efforts.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S) AND IDENTITY ACCESS MANAGEMENT
PROFESSIONAL SERVICES**

*****The phrase, "Information Technology (IT) Professional Services/Identity Access Management (IAM) Professional Services" in the following paragraphs may need to be revised in order to be consistent with the Offeror's proposal; e.g., if only IT Professional Services are offered, all references to IAM Services should be deleted.*****

******NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.***

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT/IAM Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/IAM Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/IAM Professional Services.

9. INDEPENDENT CONTRACTOR

All IT/IAM Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/IAM Professional Services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e) (3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 54151S IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/IAM Professional Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

PRODUCTS AND SERVICES PRICELIST

Item	SIN	Labor Category	GSA Hourly Rate	Minimum/ General Experience and Years of Experience	Functional Responsibility	Educational Requirements
1	54151S	Accessibility Project Manager	\$128.94	3 Years' Experience	Deeply integrated Project Manager providing program management services and coordinating w/ key project stakeholders for implementation services.	B.A. or B.S. in related field
2	54151S	Accessibility Subject Matter Expert	\$298.82	7 Years' Experience	CPAAC and/or WAS Certified Engineer providing evaluation, remediation and implementation services.	B.A. or B.S. in related field
3	54151S	Accessibility Tester	\$161.81	3 Years' Experience	Assistive Technology Quality Assurance Technician providing evaluation, testing, and auditing services for implementation services.	B.A. or B.S. in related field
4	54151S	Accessibility UI Analysis	\$126.47	2 Years' Experience	Senior Designer providing usability, user experience, user interface, and color contrast design auditing implementation services.	B.A. or B.S. in related field
5	54151S 541611	Analyst	\$100.74	2 Years' Experience	Two (2) years of experience in providing technical or functional support to management personnel. Providing technical or functional support to both technical and management personnel. This includes tasks such as project administration, documentation planning, program management support, and project planning and scheduling.	Bachelor's degree

6	54151S 541611	Business Analyst - Level III	\$88.49	4-6 Years' Experience	Assists in the application of common best practices for the industry to the customer by utilizing a knowledge base to create conceptual business models and identify relevant issues and considerations in selecting application software packages. Assesses the operational and functional baseline of an organization and its components, and contributes to defining the direction and strategy for an engagement while ensuring that the organizational needs are met. Typical areas addressed include Human Resources, Finance, Supply, and Operations. Identifies information technology inadequacies and deficiencies that impact the functional area's ability to support and achieve organizational goals. Develops functional area strategies for improving IT operations in a cross-functional manner throughout the organization. Participates in account strategy sessions, strategic assessments, and design reviews to validate the enterprise approach and associated work products, such as ERP implementations, while coordinating the resolution of highly complex problems and tasks. Equivalent experience and education required.	Associate's or Bachelor's degree
7	54151S	Configuration Management Specialist	\$76.28	6 Years' Experience	Responsible for developing configuration management plans that outline the provisions for configuration identification, change control, configuration status accounting, and configuration audits. Responsible for planning the configuration process, including identifying and documenting the configuration items and their relationships. Manages configuration change control by regulating the process to ensure that only approved and validated changes are incorporated into product documents and associated software. Conducts configuration audits to verify that all requirements specified in the baselines have been met. Provides support during audits to ensure compliance with configuration management standards and processes.	Bachelor's degree in English or a technical field
8	54151S 541611	Consultant	\$138.73	4 Years' Experience	Provides administrative direction for tasks, which includes reviewing work products to ensure correctness and compliance with industry accepted standards, FTS standards, and user standards specified in specific tasks. Specialized Experience: Possesses two (2) years of experience in supervising substantial projects. Within this experience, at least one (1) year must have been dedicated to supervising large service contracts involving individuals from diverse job categories and skills. This specific experience should have taken place within the past five (5) years.	Bachelor's degree

9	541611	Data Analysis & Management Support	\$41.50	3 Years' Experience	Gathering data from available sources such as the NMD (National Metrics Database) and QA Database to generate and distribute Critical Process Metrics to senior leadership. Fulfilling the duties of the Records Liaison Coordinator (RLC). Performing the duties of the SharePoint Knowledge Manager (KM), which involve updating the QA page, maintaining current contact information, and other page maintenance tasks. Acting as the primary point of contact for the department regarding the receipt, routing, and maintenance of all official correspondence, whether digital or in hard copy format. Implementing the Record Management Plan (RMP) and reporting to the Department Head on its progress. Serving as the liaison between QA and the Command Records Manager (CRM) in matters related to the RMP. Maintaining a departmental file plan. Assisting the CRM in transferring temporary or permanent records and carrying out other records disposition activities as required. Maintaining a Records Management (RM) binder for the assigned department. Utilizing the Destruction of Eligible Temporary Records Request SERMC 5210/1 form when documenting the disposal of temporary records in the appropriate database as their retention periods expire. Managing the departmental calendar.	Associate's or Bachelor's degree
10	54151S	Database Administrator	\$94.11	10 Years' Experience	Implements, monitors, and reorganizes databases, codes, tests, implements, and maintains database architectures. Executes utility requirements, such as reorganization, backup, and recovery. Analyzes and resolves production problems related to the database system. Analyzes user requirements and statistics, and participates in reviews of database design and performance evaluation. Provides advice to systems engineers on database coding issues. Prepares system documentation and may be involved in the data modeling process.	Bachelor's degree in a technical field
11	54151S	Database Specialist – Level II	\$113.61	8-10 Years' Experience	Evaluate and provide recommendations on available database management system (DBMS) products that align with user requirements. Determine appropriate file organization, indexing methods, and security procedures for specific user applications. Equivalent experience and education required. Analyze user needs to identify functional and cross-functional requirements. Perform functional allocation to identify the necessary tasks and their interrelationships. Identify the resources required for each task. Provide daily supervision and guidance to support staff.	Associate's or Bachelor's degree

12	54151S	Disaster Recovery Specialist	\$98.07	8 Years' Experience	Responsible for the integrity of assigned electronic data, data systems, and data networks, and provides support in the development of government agency's emergency management and business recovery plans. Contributes knowledge of business processes, management structures, and technology programs/platforms and performs functions pertaining to the agency's business risk assessment. Reviews and develops business recovery strategies, drafts procedures for identifying failures and invoking contingency plans, creates response procedures, and identifies communication channels. Communicates with various response teams during testing and the actual execution of recovery procedures, while also supporting the design, development, installation, implementation, and administration of backup solutions.	Bachelor's degree in a technical field
13	541611	Financial Support Services	\$34.50	5 Years' Experience	Identifying and analyzing problems, assessing the relevance and accuracy of information, and generating and evaluating alternative solutions. Making recommendations based on the analysis conducted. Verifying the availability of funds to cover commitments and obligations. Reviewing suspended transactions and error reports and taking appropriate action to resolve them. Reviewing contract modifications to ensure the accuracy of financial data. Updating and maintaining ship repair ledgers to ensure accurate funds balances. Updating and maintaining budget ledgers to ensure accurate funds balances. Reviewing the official accounting system to ensure that obligations are posted accurately. Analyzing obligations and expenditures in the official accounting system. Reviewing incoming financial documents from external sources for accuracy and recommending acceptance or rejection of funds. Researching and reviewing vendor invoices before they are accepted and certified by Government personnel. Assisting with financial reviews, reporting requirements, and the management of inbound reimbursable funding, including tri-annual (OVR) and monthly execution reporting.	Associate's or Bachelor's degree
14	54151S	Help Desk Specialist	\$54.48	3 Years' Experience	Provides phone and in-person support to users in various areas, including e-mail, directories, standard Windows desktop applications, and applications developed under this contract or previous ones. Serves as the initial point of contact for troubleshooting hardware and software PC and printer problems.	Associate's degree
15	54151S	IT Specialist	\$101.49	0-3 Years' Experience	Designs, develops, implements, and supports technical solutions. Provides support for completing project-specific tasks with minimal supervision. Resolves problems and addresses suggestions for improvements and enhancements. Handles challenges related to system integration, compatibility, and multiple platforms.	Bachelor's degree in a technical field OR may substitute with additional 3

						years of exp.
16	54151S	IT Staff	\$87.56	0-3 Years' Experience	Assists in the design, development, implementation, and support of technical solutions. Applies fundamental concepts, processes, practices, and procedures to technical assignments. Performs various technical functions under the guidance of an IT Specialist.	Bachelor's degree in a technical field OR may substitute with additional 3 years of exp.
17	541611	Manager	\$132.25	4-6 Years' Experience	Reviews and evaluates the design of IT systems. Manages IT projects and provides guidance and direction for specific sub-tasks. Directs and assists in the completion of project-specific tasks and reviews work products to ensure they are complete and meet the client's requirements. Possesses and applies comprehensive knowledge across key tasks and high-impact assignments. Interacts in client meetings and interfaces with senior management.	Bachelor's degree in a technical field OR may substitute with additional 3 years of exp.
18	54151S	Manual Document Remediation	\$147.11	3 Years' Experience	Engineer developing manual remediation JavaScript to address issues identified by Testers and resulting from proprietary Automated Testing scripts.	B.A. or B.S. in related field
19	541611	Paralegal IV	\$50.53	6+ Years' Experience	Provides comprehensive legal support services for civil, criminal, or tax law cases. Responsibilities include analyzing legal decisions, compiling substantive legal information, and evaluating evidence. Works closely with the attorney(s) handling the case to prepare legal documents. Conducts interviews and summarizes grand jury or trial testimony, performs legal research, and reviews and synthesizes documents obtained through subpoenas. Develops strategies for efficient data collection and organization to support the case and prepares trial-related documents. Performs a range of legal and technical tasks that require specialized knowledge of legal procedures and practices to facilitate legal activities. Designs case-specific organizational systems to effectively manage legal documents, prepare cases for resolution, and support litigation case management. Compiles, organizes, and indexes various discovery materials and evidence exhibits for trial, while also providing administrative support. The role necessitates extensive practical experience in litigation and a thorough understanding of the Federal Rules of Evidence and Federal Rules of Criminal or Civil Procedure.	Associate's or Bachelor's degree
20	541611	Program Manager	\$159.16	6-8 Years' Experience	Capable of managing and multitasking on multiple IT projects. Provides technical and management leadership for major tasks or technology initiatives. Offers guidance and direction for specific sub-tasks. Directs project completion and reviews work products for completeness and adherence to client requirements. Maintains and manages the client interface at senior levels.	Bachelor's degree in a technical field OR may substitute with additional 3 years of exp.

21	541611	Project Director	\$175.91	8-10 Years' Experience	Lead and provide direction for multiple IT projects. Capability to manage and multitask on projects of high complexity. Provides primary interface with client management personnel regarding strategic issues. Reviews work products for completeness and adherence to client's requirements. Delivers presentations and leads strategic level client meetings.	Bachelor's degree in a technical field OR may substitute with additional 3 years of exp.
22	541611	Project Manager	\$166.99	7 Years' Experience	Proven expertise in multiple key areas. Demonstrated progression in responsibilities for designing, implementing, and managing MAS. Experience should showcase increasing management, planning, and analysis responsibilities. Specialized experience includes three (3) years of managing and determining functional and cross-functional requirements. Functional responsibilities encompass performing functional allocation to identify necessary tasks and their relationships, identifying required resources for each task. May assume the role of task team leader, overseeing staff activities to accomplish tasks. Also serves as the functional expert, coordinating with the customer and assisting in resolving functional issues encountered during task completion.	Bachelor's degree
23	541611	Project Manager (Non-Technical)	\$118.87	10 Years' Experience	Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes, and goals of the organization to subordinates. The Project Manager is responsible for overall contract performance	Bachelor's degree in a technical field or business discipline
24	54151S	Quality Assurance Analyst	\$84.20	8 Years' Experience	Provides technical and administrative direction to personnel engaged in software development tasks. This includes reviewing work products to ensure correctness, adherence to the design concept, and compliance with user standards. Reviews program documentation to ensure compliance with government standards and requirements, as well as progress according to schedules. Ensures problem resolution and user satisfaction. Makes recommendations, if necessary, for the approval of major systems installations.	Bachelor's degree in a technical field
25	54151S	Remediation Program Manager	\$258.24	6 Years' Experience	Remediation Program Manager	B.A. or B.S. in related field

26	54151S	Security Specialist	\$103.03	9 Years' Experience	Analyzes and defines security requirements for security issues. Designs, develops, engineers, and implements solutions to meet security requirements. Takes responsibility for implementing and developing security documentation. Gathers and organizes technical information related to an organization's mission goals, existing security products, and ongoing programs in the security field. Conducts risk analyses, including risk assessments. Provides daily supervision and guidance to staff. Analyzes and recommends resolutions for security/IA problems based on knowledge of major IA products and services, understanding their limitations, and expertise in IA disciplines.	Bachelor's degree in a technical field
27	54151S	Senior IT Specialist	\$115.64	3 Years' Experience	Designs, develops, enhances, debugs, and implements technical solutions. Conducts research, testing, building, and coordination for the conversion and/or integration of new products based on client requirements. Designs and develops new products or enhancements to existing products. Assists in organizing projects and provides support for completing project-specific tasks.	Bachelor's degree in a technical field OR may substitute with additional 3 years of exp.
28	541611	Senior Subject Matter Expert	\$221.79	10 Years' Experience	Senior subject matter expert in relevant project areas. Produces/reviews substantive and/or complex documentation. Provides guidance and direction for multiple projects, including designing, implementing, and managing MAS. Manages multitask projects of high complexity. Primary interface with client management personnel for strategic issues. Directs project completion within time and budget constraints. Coordinates all parties, reviews work products for completeness and adherence to customer requirements. Delivers presentations and leads strategic-level client meetings. Specialized Experience: 5 years of leading and providing technical direction of MAS projects in subject matter expertise, within the last 8 years.	Master's degree required.
29	54151S	Software Systems Engineer	\$74.29	8 Years' Experience	Responsible for performing in-depth analysis and providing technical support for systems software products, including complex problem resolution, design, development, testing, operational integration, and user support. Assists in planning and implementing the conversion of new hardware/software products. Maintains currency by debugging and configuring related software products. Provides planning and evaluation for operating systems, including performance analysis, capacity planning, and hardware upgrades. Works with specifications to develop or modify operating systems applications. Conducts design, coding, benchmark testing, debugging, and program documentation. Interfaces with other system support groups to resolve problems, establish standards, and improve overall operating system efficiency. Works on various phases of software systems programming applications and	Bachelor's degree in a technical field

					may require instruction and guidance in other phases.	
30	541611	Sr. Consultant	\$157.99	5 Years' Experience	Responsible for ensuring problem resolution and customer satisfaction for individual delivery orders. Provides supervisory, technical, and administrative direction to personnel involved in task execution. Possesses five (5) years of experience in supervising substantial projects. Out of this experience, at least three (3) years must have been dedicated to supervising large services contracts involving personnel from diverse job categories and skills. This experience should have taken place within the past ten (10) years.	Bachelor's degree
31	54151S	Systems Administrator	\$108.97	12 Years' Experience	Organizes and directs the configuration and operation of information management systems. Conducts capacity and performance analysis, and provides recommendations for system configuration changes and upgrades. Enhances system administrator efficiency and accuracy through the use of automated tools and scripts. Develops system administrator procedures and conducts training and skills assessment for system administrators.	Bachelor's degree in a technical field
32	54151S	Systems Architect	\$148.60	12 Years' Experience	Designs architecture that encompasses the software, hardware, and communications necessary to fulfill all requirements and accommodate current and future cross-functional needs and interfaces. Identifies, assesses, and presents various options for meeting functional and technical requirements, including potential hardware and software updates or upgrades. Ensures compatibility and compliance of these systems with established standards for systems architectures and external software applications. Conducts analytical and systematic evaluations of issues related to work flows, organization, and planning, and formulates suitable corrective actions.	Bachelor's degree in a technical field
33	54151S	Technical Staff	\$86.92	1 Years' Experience	Provides support to technical and management personnel, including project administration support, meeting and event planning and administration, records administration, and data input.	Associate's degree

34	541611	Technical Training Specialist II	\$36.07	4 Years' Experience	<p>Develops, organizes, and delivers technical training programs and associated materials to support customers and/or company employees. Collaborates with customers and functional teams to establish course content and objectives. Prepares lesson plans based on engineering documentation, field service requirements, or software documentation. Ensures that course materials reflect the latest product features. Provides instruction to participants through classroom lectures and laboratory sessions. Conducts follow-ups to assess the applicability of the course material. Possession of Microsoft Certified Trainer (MCT) and/or Microsoft Certified Learning Consultant (MCLC) certifications, or their equivalents, is required. Excellent organizational skills, the ability to interact positively with diverse clients, and a strong background in training delivery and equipment installation knowledge are necessary. Experience may be considered as a substitute for educational requirements, and education may be considered as a substitute for years of experience.</p>	Associate's or Bachelor's degree
35	541611	Technical Training Specialist III	\$53.19	6 Years' Experience	<p>Develops, organizes, and delivers technical training programs and related materials to support customers and/or company employees. Collaborates with customers and functional organizations to establish course content and objectives. Prepares lesson plans based on engineering documentation, field service requirements, or software documentation. Ensures that the course material reflects the current product features. Conducts instruction for participants through both classroom lectures and laboratory sessions. Follows up to assess the applicability of the course material. Desired experience with the Department of State. Possession of Microsoft Certified Trainer (MCT) and/or Microsoft Certified Learning Consultant (MCLC) certifications, or their equivalents, is required. The role demands excellent organizational skills, the ability to interact positively with diverse clients, and a strong background in training delivery and equipment installation knowledge. Experience can be substituted for educational requirements, and education can be substituted for years of experience.</p>	Associate's or Bachelor's degree

36	541611	Technical Training Specialist IV	\$67.98	10 Years' Experience	Supervises the development of technical training programs and related materials to support customers and/or company employees. Works collaboratively with customers and functional organizations to establish course content and objectives. Assists in preparing lesson plans based on engineering documentation, field service requirements, or software documentation. Ensures that the course material accurately reflects the current product features. Provides supervision to a team of training specialists who organize and conduct training programs, encompassing both classroom lectures and laboratory sessions. Follows up to assess the applicability of the course material. Possession of Microsoft Certified Trainer (MCT) and/or Microsoft Certified Learning Consultant (MCLC) certifications, or their equivalents, is required. The role demands excellent organizational skills, the ability to interact positively with diverse clients, and a solid foundation in training delivery and equipment installation knowledge. Experience can be substituted for educational requirements, and education can be substituted for years of experience.	Associate's or Bachelor's degree
37	54151S	Technical Writer/Editor	\$64.39	3 Years' Experience	Assists in the collection and organization of information needed to prepare user manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user manuals, special reports, and other customer deliverables and documents.	Bachelor's degree in a technical field
38	54151S	Test Engineer	\$69.35	5 Years' Experience	Performs analysis of documented user requirements and directs or assists in the design of test plans to support user requirements for moderately complex to complex software/hardware applications. Reviews documentation of user application system requirements and designs, defines, and documents unit and application test plans. Transforms test plans into test scripts and executes those scripts. Ensures proper execution of test scripts and documents test results in test logs or defect tracking systems. Develops test data for conducting the required tests. Ensures that testing conclusions and recommendations are fully supported by test results. Analyzes test results and documents conclusions, making recommendations based on the analysis.	Bachelor's degree in a technical field

Item	SIN	Service	Description	GSA Price
39	54151ECOM	Additional Expert Audit with Custom Fixes	Expert Audit with Custom Fixes – 1 Page	\$1,301
40	54151ECOM	Additional Pageviews On Existing Plan	1,000,000 Pageviews	\$3,002.25
41	54151ECOM	Additional Pageviews On Existing Plan	2,500,000 Pageviews	\$6,004.50
42	54151ECOM	Additional Pageviews On Existing Plan	5,000,000 Pageviews	\$7,505.63
43	54151ECOM	AudioEye Document Remediation Service - Forms	Expert Audit with Custom Fixes – 1 Form Page	\$55.04
44	54151ECOM	AudioEye Document Remediation Service -	Expert Audit with Custom Fixes – 1	\$20.02

		Static Page	Static Page	
45	54151ECOM	AudioEye Expert Audit Level 1	Expert Audit Managed Pages – 3 Pages	\$3,002.25
46	54151ECOM	AudioEye Expert Audit Level 2	Expert Audit Managed Pages – 5 Pages	\$4,253.19
47	54151ECOM	AudioEye Expert Audit Level 3	Expert Audit Managed Pages – 10 Pages	\$7,505.63
48	54151ECOM	AudioEye Expert Audit Level 4	Expert Audit Managed Pages – 15 Pages	\$10,758.06
49	54151ECOM	AudioEye Expert Audit Level 5	Expert Audit Managed Pages – 20 Pages	\$14,010.50
50	54151ECOM	AudioEye Fully Managed Level 1	1,000,000 Pageviews, Expert Audit with Custom Fixes – 3 Pages	\$10,007.50
51	54151ECOM	AudioEye Fully Managed Level 2	2,500,000 Pageviews, Expert Audit with Custom Fixes – 5 Pages	\$20,015.00
52	54151ECOM	AudioEye Fully Managed Level 3	5,000,000 Pageviews, Expert Audit with Custom Fixes – 10 Pages	\$35,026.25
53	54151ECOM	AudioEye Fully Managed Level 4	10,000,000 Pageviews, Expert Audit with Custom Fixes – 15 Pages	\$55,041.25
54	54151ECOM	AudioEye Fully Managed Level 5	20,000,000 Pageviews, Expert Audit with Custom Fixes – 20 Pages	\$80,060.00

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE:

LABOR CATEGORIES:

Commercial Job Title: Accessibility Subject Matter Expert

Minimum/General Experience: 7 Years' Experience

Functional Responsibility: CPAAC and/or WAS Certified Engineer providing evaluation, remediation and implementation services.

Minimum Education: B.A. or B.S. in related field

Commercial Job Title: Accessibility Tester

Minimum/General Experience: 3 Years' Experience

Functional Responsibility: Assistive Technology Quality Assurance Technician providing evaluation, testing, and auditing services for implementation services.

Minimum Education: B.A. or B.S. in related field

Commercial Job Title: Accessibility UI Analysis

Minimum/General Experience: 2 Years' Experience

Functional Responsibility: Senior Designer providing usability, user experience, user interface, and color contrast design auditing implementation services.

Minimum Education: B.A. or B.S. in related field

Commercial Job Title: Accessibility Project Manager

Minimum/General Experience: 3 Years' Experience

Functional Responsibility: Deeply integrated Project Manager providing program management services and coordinating w/ key project stakeholders for implementation services.

Minimum Education: B.A. or B.S. in related field

Commercial Job Title: Manual Document Remediation

Minimum/General Experience: 3 Years' Experience

Functional Responsibility: Engineer developing manual remediation JavaScript to address issues identified by Testers and resulting from proprietary Automated Testing scripts.

Minimum Education: B.A. or B.S. in related field

Commercial Job Title: Remediation Program Manager

Minimum/General Experience: 6 Years' Experience

Functional Responsibility: Remediation Program Manager

Minimum Education: B.A. or B.S. in related field

Commercial Job Title: Project Director

Minimum/General Experience: 8-10 Years' Experience

Functional Responsibility: Lead and provide direction for multiple IT projects. Capability to manage and multitask on projects of high complexity. Provides primary interface with client management personnel regarding strategic issues. Reviews work products for completeness and adherence to client's requirements. Delivers presentations and leads strategic level client meetings.

Minimum Education: Bachelor's degree in a technical field OR may substitute with additional 3 years of exp.

Commercial Job Title: Senior Subject Matter Expert

Minimum/General Experience: 10 Years' Experience

Functional Responsibility: Specialized Experience: Five (5) years of this experience must have been in leading and providing technical direction of MAS projects related to the individual's subject matter expertise and must have occurred in the last eight (8) years. Functional Responsibility: Serves as a senior subject matter expert in areas relevant to the project. Produces/reviews substantive and/or complex documentation. Demonstrated ability to provide guidance and direction for multiple projects and in designing, implementing and managing MAS. Capability to manage multitask projects of high complexity. Provides primary interface with client management personnel regarding strategic issues. Directs the completion of projects within estimated time frames and budget constraints. Coordinates all parties to tasks, reviews work products for completeness and adherence to customer requirements. Delivers presentations and leads strategic level client meetings.

Minimum Education: B.A. or B.S. in related field

Commercial Job Title: Program Manager

Minimum/General Experience: 6-8 Years' Experience

Functional Responsibility: Capability to manage and multitask on multiple IT projects. Provides technical/management leadership on major tasks or technology initiatives. Provides guidance and

direction for specific sub-tasks. Directs the completion of projects and reviews work products for completeness and adherence to client's requirements. Maintains and manages the client interface at the senior levels.

Minimum Education: Bachelor's degree in a technical field OR may substitute with additional 3 years of exp.

Commercial Job Title: Project Manager

Minimum/General Experience: 6 – 8 Years' Experience

Functional Responsibility: Capable of managing and multitasking on multiple IT projects. Provides technical and management leadership for major tasks or technology initiatives. Offers guidance and direction for specific sub-tasks. Directs project completion and reviews work products for completeness and adherence to client requirements. Maintains and manages the client interface at senior levels.

Minimum Education: Bachelor's degree in a technical field OR may substitute with additional 3 years of exp.

Commercial Job Title: Sr. Consultant

Minimum/General Experience: 5 Years' Experience

Functional Responsibility: Specialized Experience: Five (5) years in supervision of substantial projects. Three (3) years of this experience must have been in supervising large services contracts, including people of various job categories and skills and must have occurred in the last ten (10) years. Functional Responsibility: Ensures problem resolution and customer satisfaction for individual delivery orders; provides supervisory, technical, and administrative direction for personnel performing on a task.

Minimum Education: B.A. or B.S. in related field

Commercial Job Title: Consultant

Minimum/General Experience: 4 Years' Experience

Functional Responsibility: Specialized Experience: Two (2) years in supervision of substantial projects. One (1) year of this experience must have been in supervising large service contracts, including people of various job categories and skills and must have occurred in the last five (5) years. Functional Responsibility: Provides administrative direction for tasks, including review of work products for correctness, compliance with industry accepted standards, FTS standards, and user standards specified in specific tasks.

Minimum Education: B.A. or B.S. in related field

Commercial Job Title: Analyst

Minimum/General Experience: 2 Years' Experience

Functional Responsibility: Two (2) years of experience providing technical or functional support to management personnel. Functional Responsibility: Provides technical or functional support to technical and management personnel. To include, project administration, documentation planning, program management support, and project planning and scheduling.

Minimum Education: B.A. or B.S. in related field

Commercial Job Title: Paralegal IV

Minimum/General Experience: 6+ Years' Experience

Functional Responsibility: Provide legal support services for civil, criminal, or tax law cases. Analyzing legal decisions, compiling substantive legal information, and evaluating evidence. Collaborate closely with the attorney(s) responsible for the case and prepare legal documents. Conducts interviews and summarizes grand jury or trial testimony, performs legal research, and reviews and synthesizes documents produced pursuant to subpoena. Strategize data collection and organization for case and prepare trial-related documents. Performs a variety of legal and technical work requiring specialized knowledge of legal procedures and practices to support legal activities. Develop case-specific organizational schemes to efficiently manage legal documents, prepare cases for disposition, and provide litigative case management. Compile, organize and index various discovery and evidence exhibits for trial, and provide administrative support. Must have extensive practical litigative experience and thorough knowledge of the Federal Rules of Evidence and Federal Rules of Criminal or Civil Procedure.

Minimum Education: Associate's or Bachelor's degree

Commercial Job Title: Data Analysis & Management Support

Minimum/General Experience: 3 Years' Experience

Functional Responsibility: Gather data from available sources (i.e. NMD, QA Database) to generate and distribute Critical Process Metrics to senior leadership. Perform the duties of the Records Liaison Coordinator (RLC). Perform the duties of the SharePoint Knowledge Manager (KM), including updating the QA page, maintaining current contact information, and other page maintenance tasks. Serve as the departmental point of contact for the receipt, routing, and maintenance of all departmental official correspondence, whether digital or hard copy. Be responsible for implementing the Record Management Plan (RMP) and reporting to the Department Head. Act as the RMP liaison between QA and the Command Records Manager (CRM). Maintain a departmental file plan. Assist the CRM with transferring temporary or permanent records and performing other records disposition activities as required. Maintain a Records Management (RM) binder for their assigned department. Use form Destruction of Eligible Temporary Records Request SERMC 5210/1 when memorializing temporary records in the appropriate database as retention periods expire. Maintain the department calendar.

Minimum Education: Associate's or Bachelor's degree

Commercial Job Title: Financial Support Services

Minimum/General Experience: 5 Years' Experience

Functional Responsibility: Identify and analyze problems; weigh relevance and accuracy of information; generate and evaluate alternative solutions; make recommendations. Verify availability of funds to cover commitments and obligations. Review suspended transactions and error reports; take appropriate action to resolve. Review contract modifications to ensure the accuracy of financial data. Update and maintain ship repair ledgers to ensure accurate funds balances. Update and maintain budget ledgers to ensure accurate funds balances. Review official accounting system to ensure obligations are posted accurately. Analyze obligations and expenditures in the official accounting system. Review incoming financial documents from outside activities for accuracy and recommend acceptance or rejection of funds. Research and review vendor invoices prior to acceptance and certification by Government personnel. Assist with financial reviews, reporting requirements, and management of inbound reimbursable funding, including tri-annual (OVR) and monthly execution reporting.

Minimum Education: Associate's or Bachelor's degree

Commercial Job Title: Technical Training Specialist II

Minimum/General Experience: 4 Years' Experience

Functional Responsibility: Develops, organizes and delivers technical training programs and related materials in support of customers and/or company employees. Works with customer and functional organizations to establish course content and objectives. Prepares lesson plans from engineering documentation, field service requirements or software documentation. Ensures course material reflects current product features. Instructs participants in both classroom lectures and laboratory sessions. Follows up to determine applicability of course material. Microsoft Certified Trainer (MCT) and/or Microsoft Certified Learning Consultant (MCLC) certifications, and/or their equivalents required. Requires excellent organizational skills, the ability to interact positively with a variety of clients, and solid training delivery and equipment installation knowledge. Experience may be substituted for educational requirements, and education may be substituted for years of experience.

Minimum Education: Associate's or Bachelor's degree

Commercial Job Title: Technical Training Specialist III

Minimum/General Experience: (6) years experience in technical training or similar position

Functional Responsibility: Develops, organizes and delivers technical training programs and related materials in support of customers and/or company employees. Works with customer and functional organizations to establish course content and objectives. Prepares lesson plans from engineering documentation, field service requirements or software documentation. Ensures course material reflects current product features. Instructs participants in both classroom lectures and laboratory sessions. Follows up to determine applicability of course material. Department of State experience desired. Microsoft Certified Trainer (MCT) and/or Microsoft Certified Learning Consultant (MCLC) certifications, and/or their equivalents required. Requires excellent organizational skills, the ability to interact positively with a variety of clients, and solid training delivery and equipment installation knowledge. Experience may be substituted for educational requirements, and education may be substituted for years of experience.

Minimum Education: Associate's or Bachelor's degree

Commercial Job Title: Technical Training Specialist IV

Minimum/General Experience: (10) years experience in technical training or similar position including two (2) years management experience

Functional Responsibility: Supervises the development of technical training programs and related materials in support of customers and/or company employees. Works with customer and functional organizations to establish course content and objectives. Assists with the preparation of lesson plans for engineering documentation, field service requirements or software documentation. Ensures course material reflects current product features. Supervises staff of training specialists who organize and conduct the training programs in both classroom lectures and laboratory sessions. Follows up to determine applicability of course material. Microsoft Certified Trainer (MCT) and/or Microsoft Certified Learning Consultant (MCLC) certifications, and/or their equivalents required. Requires excellent organizational skills, the ability to interact positively with a variety of clients, and solid training delivery and equipment installation knowledge. Experience may be substituted for educational requirements, and education may be substituted for years of experience.

Minimum Education: Associate's or Bachelor's degree

Commercial Job Title: Business Analyst - Level III

Minimum/General Experience: 4-6 years

Functional Responsibility: Assist in applying common best practices for the industry to the customer using a knowledge base to create conceptual business models and to identify relevant issues and considerations in selecting application software packages. Assess the operational and functional baseline of an organization and its organizational components, and help to define the direction and strategy for an engagement while ensuring the organizational needs are being addressed. Typical areas addressed include Human Resources, Finance, Supply, and operations. Identify information technology inadequacies and/or deficiencies that affect the functional area's ability to support/meet organizational goals. Generate functional area strategies for enhanced IT operations in a cross-functional area mode throughout the organization. Participate in account strategy sessions, strategic assessments and design reviews to validate enterprise approach and associated work products, such as ERP implementations coordinating the resolution of highly complex problems and tasks. Commensurate experience and education.

Minimum Education: Associate's or Bachelor's degree

Commercial Job Title: Database Specialist – Level II

Minimum/General Experience: 8-10 years

Functional Responsibility: Evaluate and recommend available DBMS products to meet user requirements. Determine file organization, indexing methods, and security procedures for specific user application. Commensurate experience and education. Analyze user needs to determine functional and cross-functional requirements. Perform functional allocation to identify required tasks and their interrelationships. Identify resources required for each task. Provide daily supervision and direction to support staff.

Minimum Education: Associate's or Bachelor's degree

Commercial Job Title: Technical Staff

Minimum/General Experience: 1 Year

Functional Responsibility: Specialized Experience: Experience providing administrative and/or technical support. Functional Responsibility: Provides support to technical and management personnel. To include, project administration support, meeting and event planning and administration, records administration, and data input.

Minimum Education: Associate's degree

Commercial Job Title: Manager

Minimum/General Experience: 4-6 Years' Experience

Functional Responsibility: Reviews and evaluates IT systems design. Manages IT projects and provides guidance and direction for specific sub-tasks. Directs and assists in the completion of project specific tasks and reviews work products for completeness and adherence to client's requirements. Possesses and applies a comprehensive knowledge across key tasks and high impact assignments. Interacts at client meetings and interfaces with senior management.

Minimum Education: Bachelor's degree in a technical field OR may substitute with additional 3 years of exp.

Commercial Job Title: Senior IT Specialist

Minimum/General Experience: 3 Years' Experience

Functional Responsibility: Designs, develops, enhances, debugs, and implements technical solutions. Researches, tests, builds, and coordinates the conversion and/or integration of new products based on client requirements. Designs and develops new products or enhancements to products. Assists in organizing projects and provides support on the completion of project specific tasks.

Minimum Education: Bachelor's degree in a technical field OR may substitute with additional 3 years of exp.

Commercial Job Title: IT Specialist

Minimum/General Experience: 0-3 Years' Experience

Functional Responsibility: Designs, develops, implements, and supports technical solutions. Provides support on the completion of project specific tasks with minimal supervision. Resolves problems and responds to suggestions for improvements and enhancements. Addresses problems of system integration, compatibility and multiple platforms.

Minimum Education: Bachelor's degree in a technical field OR may substitute with additional 3 years of exp.

Commercial Job Title: IT Staff

Minimum/General Experience: 0-3 Years' Experience

Functional Responsibility: Assists in designing, developing, implementing, and supporting technical solutions. Applies fundamental concepts, processes, practices, and procedures on technical assignments. Performs a variety of technical functions under the guidance of an IT Specialist.

Minimum Education: Bachelor's degree in a technical field OR may substitute with additional 3 years of exp.

Commercial Job Title: Quality Assurance Analyst

Minimum/General Experience: 8 Years' Experience

Functional Responsibility: Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, review of program documentation to assure Government standards/requirements are adhered to, and for progress in accordance with schedules. Ensures problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations

Minimum Education: Bachelor's degree in technical discipline

Commercial Job Title: Technical Writer/Editor

Minimum/General Experience: 3 Years' Experience

Functional Responsibility: Assists in collecting and organizing information required for preparation of user's manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user's manuals, special reports, or any other customer deliverables and documents

Minimum Education: Bachelor's degree in technical discipline

Commercial Job Title: Help Desk Specialist

Minimum/General Experience: 3 Years' Experience

Functional Responsibility: Provides phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and applications developed under this contract or predecessors. Serves as the initial point of contact for troubleshooting hardware/software PC and printer problems

Minimum Education: Associate's degree in any field

Commercial Job Title: Database Administrator

Minimum/General Experience: 10 Years' Experience

Functional Responsibility: Implements, monitors, and reorganizes databases, codes, tests, implements, and maintains database architectures. Executes utility requirements such as reorganization, back-up and recovery. Analyzes and resolves database system production problems. Analyzes user requirements and statistics, and participates in database design and performance evaluation reviews. Advises systems engineers on database coding issues. Prepares system documentation. May be involved in the data modeling process

Minimum Education: Bachelor's degree in computer related field

Commercial Job Title: Systems Administrator

Minimum/General Experience: 12 Years' Experience

Functional Responsibility: Organizes and directs the configuration and operation of information management systems. Conducts capacity and performance analysis, and provides system configuration change and upgrade recommendations. Increases system administrator efficiency and accuracy via the use of automated tools and scripts, develops system administrator procedures, and conducts system administrator training and skills assessment

Minimum Education: Bachelor's degree in technical field

Commercial Job Title: Security Specialist

Minimum/General Experience: 9 Years' Experience

Functional Responsibility: Analyzes and defines security requirements for Security issues. Designs, develops, engineers and implements solutions to Security requirements. Responsible for the implementation and development of the Security documentation. Gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the Security arena. Performs risk analyses which also includes risk assessment. Provides daily supervision and direction to staff. Analyzes and recommends resolution of security/IA problems on the basis of knowledge of the major IA products and services, an understanding of their limitations, and knowledge of the IA disciplines

Minimum Education: Bachelor's degree technical field

Commercial Job Title: Software Systems Engineer

Minimum/General Experience: 8 Years' Experience

Functional Responsibility: Responsible for performing in-depth analysis and technical support of systems software products, including complex problem resolution, design, development, testing, operational integration, and user support. Assists in the planning and conversion for new hardware/software products. Maintains currency, debugs and configures related software products. Provides operating systems planning and evaluation for performance analysis, capacity planning and hardware upgrades. Works from specifications to develop or modify operating systems applications. Conducts design, coding, benchmark testing, debugging and documentation of programs. Interfaces with other system support groups to resolve problems, setting standards and improving overall efficiency of the operating system. Works on most phases of software systems programming applications, and may require instruction and guidance in other phases

Minimum Education: Bachelor's degree in technical field

Commercial Job Title: Test Engineer

Minimum/General Experience: 5 Years' Experience

Functional Responsibility: Performs analysis of documented user requirements and directs or assists in the design of test plans in support of user requirements for moderately complex to complex software/hardware applications. Reviews user application system requirements documentation; designs, defines and documents unit and application test plans; transforms test plans into test scripts and executes those scripts. Responsible for ensuring proper execution of test scripts and documentation of test results in test logs or defect tracking systems. Responsible for the development of test data to be used in performing the required tests. Responsible that testing conclusions and recommendations are fully supported by test results. Responsible for/or assists in the analysis of test results, documents conclusions and makes recommendations as supported by such analysis

Minimum Education: Bachelor's degree in technical field

Commercial Job Title: Systems Architect

Minimum/General Experience: 12 Years' Experience

Functional Responsibility: Designs architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Identifies, assesses, and presents options for meeting the functional and technical requirements including hardware and software updates or upgrades. Ensures these systems are compatible and in compliance with the standards for systems architectures and the external environment/software application. Evaluates analytically and systematically problems of work flows, organization and planning and develops appropriate corrective actions

Minimum Education: Bachelor's degree in technical discipline

Commercial Job Title: Configuration Management Specialist

Minimum/General Experience: 6 Years' Experience

Functional Responsibility: Responsible for configuration management planning. Describes provisions for configuration identification, change control, configuration status accounting and configuration audits. Responsible for configuration planning. Responsible for configuration change control. Regulates the change process so that only approved and validated changes are incorporated into product documents and related software. Responsible for configuration audits. Supports audits to verify that requirements of all baselines have been met

Minimum Education: Bachelor's degree in English or technical field

Commercial Job Title: Project Manager (Non-Technical)

Minimum/General Experience: 10 Years' Experience

Functional Responsibility: Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes, and goals of the organization to subordinates. The Project Manager is responsible for overall contract performance

Minimum Education: Bachelor's degree in any technical or business discipline

Commercial Job Title: Disaster Recovery Specialist

Minimum/General Experience: 8 Years' Experience

Functional Responsibility: Responsible for integrity of assigned electronic data, data systems, and data networks and provides support in the development of a government agencies emergency management and business recovery plans. Contributes knowledge of business processes, management structures, technology programs/platforms and performs functions pertaining to the agencies business risk assessment. Reviews and develops business recovery strategies. Drafts procedures for identifying failures and invoking contingency plans, creates response procedures and identifies communication channels. Communicates with various response teams during testing, actual execution of recovery procedures and supports the design, development, installation, implementation and administration of backup solutions

Minimum Education: Bachelor's degree in computer or business field

LICENSES:

SERVICES:

Service Provided: Document Remediation Services-Dynamic (High Complexity)

Service Provided: Document Remediation Services-Dynamic (Mid Complexity)

Service Provided: Document Remediation Services-Dynamic (Low Complexity)

Service Provided: Document Remediation Services-Static-Per Page

Service Provided: AudioEye Fully Managed Service - Level 1

Service Provided: AudioEye Fully Managed Service - Level 2

Service Provided: AudioEye Fully Managed Service - Level 3

Service Provided: AudioEye Fully Managed Service - Level 4

Service Provided: AudioEye Fully Managed Service - Level 5

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement"), is entered into and made effective as of [insert date], 201_ (the "Effective Date") by and between the Ordering Activity under GSA Schedule contracts ("Customer") \ and AudioEye, Inc., a Delaware corporation, located at 5210 E Williams Circle, Suite 750, Tucson, Arizona 85711 ("AudioEye"). Customer and AudioEye are sometimes individually referred to in this Agreement as a "Party" and collectively as the "Parties." Terms not defined in the text

IN WITNESS WHEREOF, each Party, in consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed to by each Party, agree and hereto has caused this Agreement to be executed by its duly authorized representative.

AudioEye, Inc.
By: [Signature]
(Signature)

[Customer
By: [Signature]
(Signature)

Name: TODD A. BANKOFFER
(Print)

Name: Aun Mohammad
(Print)

Title: CEO

Title: Executive Vice President

Date: 9/4/18

Date: 9/5/2018

shall have the meanings given to those terms in Section 14.

1. Subscriptions; AudioEye Services; Third Party Services.

1.1 Subscriptions. Subject to Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement and the applicable SOW, during the Subscription Term, AudioEye shall use commercially reasonable efforts to provide to Customer and its Authorized Users the AudioEye Services described in the applicable SOW. Unless otherwise specified in the applicable SOW, AudioEye Services are purchased as subscriptions and may be implemented in relation to the website domain(s) specified in an SOW. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written statements made by AudioEye regarding any future functionality or features.

Each SOW will include, at a minimum: (a) a description of the scope of Managed Services; (b) any work product or other deliverables to be provided to Customer (each a “Deliverable”); (c) the schedule for the provision of Managed Services; and (d) the applicable subscriptions, charges, and fees (the “Fees”) and payment terms for the AudioEye Services.

Each SOW shall be deemed part of and subject to this Agreement. If there is any inconsistency between an SOW and this Agreement, the SOW shall control. The Parties shall cooperate to enable AudioEye to perform the AudioEye Services according to the dates of performance and delivery terms set forth in each SOW.

In the event the AudioEye Services are not performed in accordance with the terms of the applicable SOW, Customer shall notify AudioEye in writing no later than thirty (30) calendar days after performance of the affected AudioEye Services. Customer’s notice shall specify the basis for non-compliance with the SOW. If AudioEye agrees with the basis for non-compliance, then at AudioEye’s sole option, AudioEye shall re-perform the AudioEye Services at no additional charge to Customer or refund to Customer the applicable Fees for the affected Deliverables.

1.2 Access and User Account. Subject to Customer’s and its Authorized Users’ compliance with the terms and conditions set forth in this Agreement and the applicable SOW, AudioEye shall authorize Customer to access the AudioEye Services during the relevant Subscription Term through a limited number of User Accounts listed in the SOW solely for Customer’s internal business purposes. This authorization is non-exclusive and, other than as may be expressly set forth in Section 13.10, non-transferable.

1.3 Third Party Services. AudioEye may use the services of one or more third parties to deliver any part of the AudioEye Services, for example, Amazon Web Services and Google Tag Manager (the “Third Party Services”). AudioEye will pass-through any warranties to the extent that AudioEye receives any for the Third Party Services that it can provide to Customer. Customer agrees to comply with any acceptable use policies and other terms of any Third Party Services that are provided or otherwise made available to Customer from time to time. AudioEye shall remain liable for the actions and services provided by such Third Party at all times

AudioEye receives for the Third Party Services that it can provide to Customer. Customer acknowledges that the Third Party Services may have different terms and acceptable use policies. AudioEye warrants that it will provide to Customer and its Authorized Users the AudioEye Services.

1.4 Suspension or Termination of AudioEye Services. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, AudioEye shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. This Section does not limit any of AudioEye’s other rights or remedies, whether at law, in equity or under this Agreement. Notwithstanding any other provisions of this Section 1.4, when Customer is an agency or instrumentality of the U.S. Government, AudioEye shall not unilaterally revoke, terminate, or suspend any rights granted to the U.S. Government except as allowed by this Agreement. If the supplier or licensor believes the ordering activity to be in breach of the Agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute.

1.5 Reservation of Rights. Except for the limited use of the AudioEye Services as provided in this Agreement or an SOW, nothing in this Agreement grants any right, title or interest in or to Customer or any Authorized User of any Intellectual Property Rights in or relating to, the AudioEye Services (including the Deliverables and Documentation) or Third Party Services, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the AudioEye Services and the Third Party Services are and will remain with AudioEye and the respective rights holders in the Third Party Services.

2. User Accounts; Security.

2.1 Passwords. AudioEye will issue to Customer User Accounts for each of its Authorized Users. Customer shall be responsible for maintaining the security and confidentiality of all User Accounts. Customer is solely responsible for any and all access and use of the AudioEye Services that occurs using User Accounts. Customer shall restrict its Authorized Users from sharing User Accounts. Customer agrees to immediately notify AudioEye of any unauthorized use of any User Account, or any other breach of security known to Customer. AudioEye shall have no liability for any loss or damage arising from Customer's failure to comply with the terms set forth in this Section.

2.2 No Circumvention of Security. Neither Customer nor any Authorized User may circumvent or otherwise interfere with any user authentication or security of the AudioEye Services. Customer will immediately notify AudioEye of any breach, or attempted breach, of security.

2.3 Security. AudioEye will use commercially reasonable efforts to maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Customer acknowledges that, notwithstanding any security precautions deployed by AudioEye, the use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the AudioEye Services and Customer Data. AudioEye cannot and does not guaranty the privacy, security, integrity or authenticity of any information transmitted over or stored in any system connected to or accessible via the Internet or otherwise or that any such security precautions will be adequate or sufficient. Customer acknowledges that those security measures may be vulnerable to unauthorized access or use notwithstanding AudioEye's efforts. In consideration of the pricing arrangements offered by AudioEye, Customer accepts the full risk of any security failures. AudioEye shall not (a) modify Customer Data except as necessary to provide the AudioEye Services; (b) disclose Customer Data except as compelled by Law or as expressly permitted in writing by Customer; or (c) access Customer Data except to provide the AudioEye Services and prevent or address service or technical problems, or at Customer's request in connection with customer support matters.

3 Customer Obligations; Restrictions.

3.1 Customer System; Cooperation. During the term of this Agreement, Customer has and will retain sole control over: (a) obtaining, deploying and maintaining the Customer System, including all equipment necessary for Customer and its Authorized Users to access and use the AudioEye Services via the Internet; (b) contracting with, and paying all fees and charges to, third party ISP, telecommunications and other service providers to access and use the AudioEye Services via the Internet; (c) providing AudioEye access to the Customer System to provide any AudioEye Services; (d) all access to and use of the AudioEye Services by any Person using the Customer System or any other means controlled by Customer or any Authorized User; and (e) all Customer Data, including its content and use. Except as specifically set forth in this Agreement or an SOW, AudioEye shall not be responsible for supplying any hardware, software or other equipment to Customer.

3.2 Customer's Contact Information. Customer agrees to provide and maintain accurate, current and complete information for AudioEye to communicate with Customer.

Effect of Customer Failure or Delay. AudioEye shall not be responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement or any SOW. In addition, Customer shall perform all of Customer's obligations specified in this Agreement and each SOW.

3.3 Acceptable Use Policy. Customer shall be solely responsible for its actions and the actions of its Authorized Users while using the AudioEye Services. Customer acknowledges and agrees: (a) to abide by all applicable Laws; (b) not to upload or input in any way any information or content that contain Malicious Code or data that may damage the operation of the AudioEye Services; (c) not to use the AudioEye Services in any manner that impairs the AudioEye Services, including without limitation the servers and networks on which the AudioEye Services are provided; or (d) to use the AudioEye Services only in accordance with the Documentation.

AudioEye does not guarantee, and does not and is not obligated to verify, authenticate, monitor or edit the Customer Data or any other information or data input into or stored in the AudioEye Services for completeness, integrity, quality, accuracy or otherwise. Customer shall be responsible and liable for the completeness, integrity, quality and accuracy of Customer Data and other information input into the AudioEye Services.

3.5 Restrictions. Customer shall not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Platform; (b) modify, translate, or create derivative works based on any element of the AudioEye Services; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the AudioEye Services; (d) remove any proprietary notices from the Platform, the Documentation or Deliverables; (e) use the AudioEye Services for any purpose other than its intended purpose; (f) interfere with or disrupt the integrity or performance of the AudioEye Services; (g) introduce any Open Source Software into the AudioEye Services; (h) attempt to gain unauthorized access to the Platform and related systems or networks; or (i) integrate (or embed) the AudioEye Services into any unauthorized website or in association with any unauthorized website domain.

3.6 Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by this Agreement, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Platform; and (b) notify AudioEye of any actual or threatened activity.

4. **Fees and Payment.**

4.1 Fees. Customer shall pay AudioEye all Fees specified in each SOW in accordance with the GSA Pricelist using one of the payment methods AudioEye supports. Except as otherwise specified in this Agreement or in an SOW: (a) Fees are quoted and payable in United States Dollars; (b) Fees are based on AudioEye Services purchased, regardless of actual usage; (c) reserved; and (d) the pricing for the AudioEye Services cannot be decreased during the relevant Subscription Term shown on the applicable SOW.

4.2 Invoices and Payment. Customer shall pay all Fees in accordance with the terms set forth in the applicable SOW and the GSA Pricelist. All Fees are due upon invoice and shall be delinquent if not paid within thirty (30) calendar days of the receipt date of the invoice.

4.3 Taxes. AudioEye shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3. Notwithstanding any other provisions of this Section 4.3, when Customer is an agency or instrumentality of the U.S. Government, any taxes or surcharges which AudioEye seeks to pass along to the U.S. Government as Customer will be governed by the terms of the underlying U.S. Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the U.S. Government contract.

4.4 Late Payment. If Customer fails to make any payment when due, then, in addition to all other remedies that may be available: (a) Customer shall pay interest on any past due amount it owes AudioEye at the rate governed by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

4.5 No Deductions or Setoffs. All amounts payable to AudioEye under this Agreement shall be paid by Customer to AudioEye in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason.

5. Representations and Warranties.

5.1 Mutual Representations and Warranties. Each Party represents and warrants that: (a) it has the corporate power and authority to enter into this Agreement and any applicable SOW and to perform its obligations hereunder and thereunder, without the need for any consents or approvals not yet obtained; and (b) its acceptance of and performance under this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by it to any third party to keep any information or materials in confidence or in trust.

5.2 Customer Representations and Warranties. Customer represents and warrants that it owns and controls the website domains, Customer Data, and Customer System for which the AudioEye Services are provided that that it will maintain such ownership and control for the term of this Agreement and any applicable SOW.

6. Limited Warranty.

AudioEye warrants that the AudioEye Services will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with AudioEye Services written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT AND ANY WARRANTIES EXPRESSLY SET FORTH AS WARRANTIES IN AN SOW, THE AUDIOEYE SERVICES AND ANY THIRD PARTY SERVICES ARE PROVIDED ON AN AS-IS BASIS. CUSTOMER'S and its authorized users' USE OF THE AUDIOEYE SERVICES OR THIRD PARTY SERVICES IS AT THEIR OWN RISK. AUDIOEYE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, STATUTORY AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, QUALITY,

SUITABILITY, OPERABILITY, CONDITION, SYSTEM INTEGRATION, NON-INTERFERENCE, WORKMANSHIP, TRUTH, ACCURACY (OF DATA OR ANY OTHER INFORMATION OR CONTENT), ABSENCE OF DEFECTS, WHETHER LATENT OR PATENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ANY WARRANTIES MADE BY AUDIOEYE ARE FOR THE BENEFIT OF THE CUSTOMER ONLY AND NOT FOR THE BENEFIT OF ANY THIRD PARTY. ANY MATERIALS PROVIDED THROUGH THE AUDIOEYE SERVICES ARE LICENSED AND NOT SOLD.

NO AGENT OF AUDIOEYE IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES OF AUDIOEYE AS SET FORTH HEREIN. AUDIOEYE DOES NOT WARRANT THAT: (A) THE USE OF THE AUDIOEYE SERVICES AND THIRD PARTY SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE AUDIOEYE SERVICES AND THIRD PARTY SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL OBTAINED BY CUSTOMER THROUGH THE AUDIOEYE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (E) THE AUDIOEYE SERVICES WILL BE ERROR-FREE OR THAT ERRORS OR DEFECTS IN THE AUDIOEYE SERVICES WILL BE CORRECTED; OR (F) THE SERVER(S) THAT MAKE THE AUDIOEYE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE AUDIOEYE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. AUDIOEYE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

7. Indemnification.

7.1 AudioEye (as such, the "Indemnifying Party") shall indemnify, defend and hold harmless the Customer and its affiliates and their respective directors, officers, managers, employees and agents, and their respective successors and assigns (collectively, the "Indemnified Parties") from and against any and all losses, liabilities, costs, damages, costs, fines, penalties, and other charges (collectively, "Losses") incurred by the arising from or incurred in connection with: (a) the breach by the Indemnifying Party or any of its directors, officers, managers, employees or agents and their respective successors and assigns (collectively with the Indemnifying Party, the "Responsible Parties") of any of their representations, warranties, covenants or other obligations pursuant to this Agreement or an SOW, (b) the negligence or willful misconduct by any of the Responsible Parties in connection with this Agreement or an SOW, or the transactions contemplated hereby, (c) any claim by any third party that the intellectual property of the Indemnifying Party used in connection with this Agreement infringes a third party's patents or copyrights under applicable Law (an "IP Claim"), or (d) injury to any person or property attributable in whole or in part, directly or indirectly, to any actions of the Responsible Parties, except to the extent the negligence, wrongful act or omission of the Indemnified Parties contributed to the injury.

7.2 In the event of a third party claim, the Indemnified Parties shall promptly (and in no event more than thirty (30) calendar days after they first receives actual knowledge of the existence or the basis for the claim, whichever is sooner) provide written notice of that claim to the Indemnifying Party, but the failure to provide that notice shall not excuse the right to indemnification except to the extent that the failure has actually caused material prejudice to the defense of that claim.

7.3 The Indemnifying Party shall have thirty (30) calendar days to assume the defense of the matter by written notice to the Indemnified Party with counsel reasonably acceptable to the Indemnified Parties. If the Indemnifying Party timely accepts the defense and has the financial resources to properly defend the action, the Indemnifying Party shall have control over the defense of the matter and related proceedings, except that no settlement shall be made without the prior written consent of the Indemnified Parties, which consent shall not be unreasonably withheld, conditioned or delayed. If the Indemnifying Party does not assume the defense in compliance with the foregoing, then the Indemnified Parties may proceed to defend themselves at the expense of the Indemnifying Party. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

7.4 The Indemnified Parties may collectively engage separate counsel in that proceeding and may participate in (but not control) the defense, but the fees and expenses of that counsel shall be borne by the Indemnified Parties unless a conflict exists between the defenses available to the Indemnified Parties and Indemnifying Party such that counsel for the Indemnifying Party could not reasonably represent the interests of both.

7.5 The Indemnifying Party shall diligently work to defend the claim and the Parties shall consult and cooperate with each other in the defense of that matter. Notwithstanding any other provisions of Sections 7.1 – 7.5, the Parties acknowledge that, in the event that Customer is an agency or instrumentality of the U.S. Government, the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

7.6 In the event of an IP Claim, AudioEye shall have the right, but not the obligation to: (a) obtain for Customer the right to use the AudioEye Services; (b) substitute a functionally equivalent, non-infringing replacement for the AudioEye Services; (c) modify AudioEye Services to make it non-infringing and functionally equivalent; or (d) terminate this Agreement and any applicable SOW and refund to Customer any prepaid amounts attributable the period of time between the date Customer was unable to use the AudioEye Services due to such claim and the remaining days in the then-current Subscription Term. THE FOREGOING STATES THE ENTIRE LIABILITY OF AUDIOEYE WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY THE AUDIOEYE SERVICES OR OTHERWISE, AND CUSTOMER HEREBY EXPRESSLY WAIVES ANY OTHER LIABILITIES OR OBLIGATIONS OF AUDIOEYE WITH RESPECT THERETO.

7.7 The obligation to indemnify for an IP Claim shall not apply with respect to a claim of infringement if such claim arises out of: (a) Customer's use of Customer Data; (b) use of the AudioEye Services in combination with any software, hardware, network or system not supplied by AudioEye where the alleged infringement relates to such combination; (c) any modification or alteration of the AudioEye Services other than by AudioEye; (d) Customer's continued use of the AudioEye Service after AudioEye notifies Customer to discontinue use because of an infringement claim; (e) use of Open Source Software; (f) Customer's violation of applicable Law; (vii) Third Party Services; and (g) Customer System.

8. **Insurance.**

8.1 AudioEye shall maintain at all times, in full force and effect during the term of this Agreement, at its sole cost and expense, Workers Compensation insurance per statute and Employers' Liability insurance in the amount of \$1 Million, and a minimum of \$1 Million per claim and \$2 Million annual aggregate, inclusive of

defense costs. Technology E & O (professional liability) insurance in the amount of \$5 Million per claim and an aggregate of \$5 Million. Cyber Liability, General Liability insurance and Auto Liability with carriers whose A.M. Best rating is at least A-, Class VIII. AudioEye shall provide notice to Customer within thirty (30) calendar days, or as soon as practicable if AudioEye receives less than thirty (30) calendar days' notice, prior to AudioEye or the issuing company cancelling, non-renewing, or reducing the insurance afforded under such policies.

9. Confidentiality.

9.1 Confidential Information. “Confidential Information” means any and all non-public technical and non-technical information disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) in any form or medium, whether oral, written, graphical or electronic, pursuant to this Agreement or any SOW, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information, including but not limited to: (a) techniques, sketches, drawings, models, inventions (whether or not patented or patentable), know-how, processes, algorithms, software programs, documents, APIs, and other creative works (whether or not copyrighted or copyrightable); (b) information concerning research, developments, specifications, financial information, procurement requirements, customer lists, business forecasts, sales and marketing information; (c) proprietary or confidential information of any third party who may disclose such information to Disclosing Party in the course of Disclosing Party’s business; and (d) the terms of this Agreement and any SOW. Confidential Information of AudioEye shall include the AudioEye Services. Confidential Information also includes all summaries and abstracts of Confidential Information.

9.2 Non-Disclosure. Each Party acknowledges that in the course of the performance of this Agreement, it may obtain the Confidential Information of the Disclosing Party. The Receiving Party shall, at all times, both during the term of this Agreement and thereafter, keep in confidence and trust all of the Disclosing Party’s Confidential Information received by it. The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party’s obligations or to exercise the Receiving Party’s rights under this Agreement. Each Party agrees to secure and protect the Disclosing Party’s Confidential Information with the same degree of care and in a manner consistent with the maintenance of such Party’s own Confidential Information (but in no event less than reasonable care), and to take appropriate action by instruction or agreement with its employees or other agents who are permitted access to the Disclosing Party’s Confidential Information to satisfy its obligations under this Section. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any Person other than its officers, employees and agents who need access to such Confidential Information in order to effect the intent of this Agreement and who are subject to confidentiality obligations at least as stringent as the obligations set forth in this Agreement.

9.3 Exceptions to Confidential Information. The obligations set forth in Section 9.2 shall not apply to the extent that Confidential Information includes information which: (a) was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) was developed by the Receiving Party without use of the Disclosing Party’s Confidential Information; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of this Agreement or any obligation of confidentiality by the Receiving Party. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall (x) assert the

confidential nature of the Confidential Information to the agency; (y) immediately notify the Disclosing Party in writing of the agency's order or request to disclose; and (z) cooperate fully with the Disclosing Party in protecting against any such disclosure and in obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality. When Customer is an agency or instrumentality of the U.S. Government, neither this Agreement nor any associated price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this Agreement to the contrary, the U.S. Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this Agreement.

9.4 Reserved. .

10. **Proprietary Rights.**

10.1 AudioEye Services. As between AudioEye and Customer, all right, title and interest in the AudioEye Services (including any Documentation and Deliverables), and any other AudioEye materials furnished or made available hereunder, and all modifications and enhancements thereof, and all Feedback proposed by Customer regarding the AudioEye Services, including all Intellectual Property Rights in each of the foregoing, belong to and are retained solely by AudioEye or AudioEye's licensors and providers, as applicable. Customer hereby does and will irrevocably assign to AudioEye all evaluations, ideas, feedback and suggestions made by Customer to AudioEye regarding the AudioEye Services (collectively, "Feedback") and all Intellectual Property Rights in the Feedback. AudioEye acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

10.2 Customer Data. As between AudioEye and Customer, all right, title and interest in the Customer Data and all Intellectual Property Rights in the foregoing, belong to and are retained solely by Customer. Customer hereby grants to AudioEye a limited, non-exclusive, sub-licensable (through multiple tiers) royalty-free, worldwide license to use the Customer Data and the content on the Customer website(s) and perform all acts with respect to the Customer Data and the content on the Customer website(s) as may be necessary for AudioEye to provide the AudioEye Services to Customer, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Customer Data. To the extent that receipt of the Customer Data requires AudioEye to utilize any account information from a third party service provider, Customer shall be responsible for obtaining and providing relevant account information and passwords, and AudioEye hereby agrees to access and use the Customer Data solely for Customer's benefit and as set forth in this Agreement. As between AudioEye and Customer, Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data.

10.3 Further Assurances. To the extent any of the rights, title and interest in and to Feedback or Intellectual Property Rights therein cannot be assigned by Customer to AudioEye, Customer hereby grants to AudioEye an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicenses) to fully use, practice and exploit those non-assignable rights, title and interest. To the extent that the foregoing assignment and license are not enforceable, Customer agrees to waive and never assert against AudioEye those non-assignable and non-licensable rights, title and interest. Customer agrees to execute any documents or take any actions as may reasonably be necessary, or as AudioEye may reasonably request, to perfect ownership of the Feedback. If Customer is unable or unwilling to execute any such document or take any such action, AudioEye may execute such document and take such action on

Customer's behalf as Customer's agent and attorney-in-fact. The foregoing appointment is deemed a power coupled with an interest and is irrevocable.

10.4 License to Deliverables. Subject to Customer's compliance with this Agreement, AudioEye hereby grants Customer a limited, non-exclusive, non-transferable license during the Subscription Term to use the Deliverables solely in connection with Customer's authorized use of the AudioEye Services.

11. Limitation of Liability.

NEITHER AUDIOEYE NOR ITS LICENSORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SOW, EVEN IF AUDIOEYE OR ITS LICENSORS OR AUDIOEYES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF THE LICENSING, PROVISION OR USE OF THE AUDIOEYE SERVICES. AUDIOEYE WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

NEITHER AUDIOEYE NOR ITS LICENSORS SHALL BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN AN AMOUNT EQUAL TO THE LESSER OF (A) THE AMOUNTS PAID BY CUSTOMER TO AUDIOEYE UNDER THIS AGREEMENT OR AN SOW DURING THE PERIOD OF SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, AND (B) THE AMOUNT OF FEES PAID BY CUSTOMER IN A SINGLE SUBSCRIPTION TERM WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

CUSTOMER ACKNOWLEDGES THAT THE TERMS IN THIS SECTION 11 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

12. Term and Termination.

12.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until the expiration or termination of any Subscription Term, unless earlier terminated as provided in this Agreement.

12.2 Termination for Cause. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, AudioEye shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon any termination for cause by Customer, AudioEye shall refund Customer any prepaid Fees for the remainder of the terminated Subscription Term after the effective termination date. In no event shall any termination relieve Customer of the obligation to pay any Fees to AudioEye for the period prior to the effective date of termination.

12.3 Reserved.

12.4 Effects of Termination. Upon expiration or termination of this Agreement in accordance with the Contract Disputes Act and Federal Acquisition Regulation, (a) Customer's use of and access to the AudioEye Services shall cease; (b) all Statements of Work shall terminate; and (c) all Fees and other amounts owed to AudioEye shall be immediately due and payable by Customer within thirty days of receipt of invoice, including without limitation, all Fees incurred under any outstanding Statement of Work up through the date of termination. AudioEye shall have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control. Except for termination by AudioEye pursuant to Section 12.3 or by Customer pursuant to Section 12.2, upon any early termination of this Agreement all Fees for all then outstanding AudioEye Services, including without limitation under any and all outstanding SOWs, shall accelerate and become immediately due and payable within thirty days of receipt of invoice. Customer shall make payment in full for all remaining, unpaid Fees under this Agreement or an SOW for the period prior to the effective date of termination. Customer acknowledges that pricing is based in part on recovery of costs to provide the AudioEye Services over the Subscription Term.

12.5 Survival. The provisions set forth in Sections 1.5, 3, 4, 5, 6, 7, 8, 9, 10, 11, and any other right or obligation of the Parties that, by its nature should survive termination or expiration of this Agreement, will survive any expiration of termination of this Agreement.

13. Additional Provisions.

13.1 Notices. AudioEye may give notice to Customer by means of a general notice through the AudioEye Services interface, to Customer's e-mail address on record with AudioEye, or by written communication sent by first class postage prepaid mail or nationally recognized overnight delivery service to Customer's address on record with AudioEye. Customer may give notice to AudioEye by written communication sent by first class postage prepaid mail or nationally recognized overnight delivery service addressed to AudioEye, Inc., Attention: Director of Operations, at the address listed on page 1 of this Agreement or at contracts@audioeye.com. Notice shall be deemed to have been given upon receipt or, if earlier, two (2) business days after mailing, as applicable. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

13.2 Governing Law: Jurisdiction. This Agreement and the rights and obligations of the Parties shall be governed by and construed under the Federal laws of the United States. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. Notwithstanding any other provisions of this Section 13.2, when Customer is an agency or instrumentality of the U.S. Government, this Agreement is governed by Federal law. Any language herein purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, shall be unenforceable against the U.S. Government. Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby unenforceable against the U.S. Government. Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby unenforceable against the U.S. Government. Furthermore, when Customer is an agency or instrumentality of the U.S. Government, in the event of a claim or dispute arising under or relating to this Agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney

fees, costs or interest, may be awarded against the U.S. U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

13.3 Publicity. AudioEye has the right to reference and use Customer's name and trademarks and disclose the nature of the AudioEye Services provided hereunder in each case in AudioEye's business development and marketing efforts, including without limitation AudioEye's website to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

13.4 No Solicitation of Employees. Customer agrees that, so long as the Subscription Term remains in effect, and for a period of one (1) year following the last Subscription Term to terminate or expire, it will not directly solicit for employment the employees of AudioEye without AudioEye's prior written consent; provided, however, that the foregoing prohibition shall not preclude the hiring by Customer of any individual who responds to a general solicitation or advertisement, whether in print or electronic form, online job postings and social networking sites.

13.5 U.S. Government Customers. If Customer is an agency or instrumentality of the U.S. Government, AudioEye provides the AudioEye Services, including related software and technology, for ultimate Federal Government end use solely in accordance with the following: Government technical data rights include only those rights customarily provided to the public with a commercial item or process and Government software rights related to the AudioEye Services include only those rights customarily provided to the public, as defined in this Agreement. The technical data rights and customary commercial software license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, and DFAR 252.227-7015 (Technical Data – Commercial Items). If greater rights are needed, a mutually acceptable written addendum specifically conveying such rights must be included in this Agreement.

13.6 Export. The AudioEye Services utilizes software and technology that may be subject to United States and foreign export controls. Customer acknowledges and agrees that the AudioEye Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any Person on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the AudioEye Services, Customer represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The AudioEye Services may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Customer agrees to comply strictly with all applicable export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. AudioEye and its licensors make no representation that the AudioEye Services are appropriate or available for use in other locations. Any diversion of the Customer Data contrary to law is prohibited. None of the Customer Data, nor any information acquired through the use of the AudioEye Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects.

13.7 Anti-Corruption; OFAC. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of AudioEye in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, it will use reasonable efforts to

promptly notify AudioEye. Customer represents and warrants to AudioEye that none of (a) Customer, (b) each Person owning an interest in any of them nor (c) their respective personnel are (x) currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”) nor on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, and (y) a Person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.

13.8 Waiver. No term or provision of this Agreement shall be considered waived by either Party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the Party against whom the waiver is asserted. No consent by either Party to, or waiver of, a breach by either Party, whether express or implied, shall constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either Party.

13.9 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.

13.10 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement or any SOW, without the prior written consent of AudioEye, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment, delegation, or transfer in violation of this Section is void. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns, subject to Customer paying any applicable transfer or set-up fees. Any purported assignment or transfer in violation of this Section shall be void. AudioEye may fully assign and/or subcontract its rights or obligations under this Agreement or any SOW provided that AudioEye remains responsible for work performed by its subcontractors. Notwithstanding any other provisions of this Section 13.10, when Customer is an agency or instrumentality of the U.S. Government, this Agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the U.S. Government's prior approval, except for assignment of payment to a financial institution.

13.11 Relationship of the Parties. AudioEye is an independent contractor to Customer. There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf.

13.12 Reserved.

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

13.14 Entire Agreement. This Agreement, including all applicable Statements of Work, the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitute the entire agreement between the Parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral.

13.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to

have the same legal effect as delivery of an original signed copy of this Agreement. The Parties expressly authorize the use of electronic signatures for this Agreement and any other agreement between them, except to the extent otherwise required by Law.

13.16 Anti-Deficiency Act. When Customer is an agency or instrumentality of the U.S. Government, except as otherwise stated in this Section 13.16, when any supply or service acquired under this Agreement is subject to any commercial supplier Agreement that includes any language, provision, or clause requiring the U.S. Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), any such language, provision, or clause shall be unenforceable against the U.S. Government. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

13.17 Customer. When Customer is an agency or instrumentality of the U.S. Government, this Agreement shall bind the ordering activity as Customer but shall not operate to bind a U.S. Government employee or person acting on behalf of the U.S. Government in his or her personal capacity.

13.18 No Automatic Renewals. When Customer is an agency or instrumentality of the U.S. Government, if any license or service tied to periodic payment is provided under this Agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized U.S. Government representative.

14. Definitions.

“**AudioEye Services**” means the Platform and/or the Managed Services, Deliverables, and related Documentation.

“**Authorized User(s)**” means Customer’s employees, consultants, contractors, agents and third parties with whom Customer may transact business who are authorized by Customer to access and use the AudioEye Services pursuant to User Accounts.

“**Customer Data**” means all data submitted, stored, posted, displayed, or otherwise transmitted by or on behalf of Customer or any Authorized User and received and analyzed by the AudioEye Services.

“**Customer System**” means Customer’s internal website(s), servers, computer hardware, modems, routers, and other equipment and software (including equipment and software supplied by third parties) used in the conduct of Customer’s business.

“**Documentation**” means the online user instructions and help files made available by AudioEye for use with the AudioEye Services, as may be updated from time to time by AudioEye.

“**Intellectual Property Rights**” means all intellectual property rights including (a) patent rights and utility models, (b) copyrights and database rights, (c) trademarks, trade names, domain names and trade dress and the goodwill associated therewith, (d) trade secrets, (e) privacy rights and/or rights of personality, (f) industrial design rights and (g) similar proprietary rights; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, or other requirement of any federal, state, tribal, local, or foreign government.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**Managed Service(s)**” means implementation, training, consulting, testing, support, and maintenance services that AudioEye may perform as described in an SOW executed by the Parties.

“**Open Source Software**” means all software that is available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that approved by the Open Source Initiative (www.opensource.org).

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, unincorporated organization, association or other entity.

“**Platform**” means the subscription to the Software as a Service product, namely, “The Ally Platform”, the “Digital Accessibility Platform”, or the “Ally Toolbar”, and the various tools included within the Ally Toolbar.

“**Statement of Work**” or “**SOW**” means one or more written statement(s) of work entered into and signed by the Parties describing the AudioEye Services.

“**Subscription Term**” means the subscription period for Customer’s use of the AudioEye Services set forth in a SOW.

“**User Account(s)**” means user identifications and passwords to access and use the AudioEye Service(s).