RESOLUTION APPROVING THE PURCHASE AGREEMENT AND ADDENDUM BETWEEN ASHTABULA COUNTY AND DOCUSIGN GOVERNMENT AT CARAHSOFT FOR ELECTRONIC SIGNATURES TO THE COMMISSIONERS', AUDITORS' AND PROSECUTORS' OFFICES

WHEREAS, an Electronic Signature Policy was adopted by the Ashtabula County Data Board effective May 12, 2020 and adopted for use by the Ashtabula County Commissioners on July 19, 2022 by Resolution Number 2022-339; and

WHEREAS, it is now time to approve an agreement that has been presented for the approval of the Board, to-wit:

Scope: To provide electronic signature services to the Commissioners', Auditors' and Prosecutors' offices

Provider: DocuSign Government at Carahsoft11493 Sunset Hills Rd., Ste. 100, Reston, Virginia 20190

Cost: Not to Exceed: $27,773.40

Term: effective January 20, 2023 thru January 19, 2024; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement and addendum, as noted above, is approved in accordance with the copy now on file in this office.

ASHTABULA COUNTY COMMISSIONERS

CERTIFICATION PAGE

Resolution No. 2023-56 **January 19, 2023**

RESOLUTION APPROVING THE PURCHASE AGREEMENT AND ADDENDUM BETWEEN ASHTABULA COUNTY AND DOCUSIGN GOVERNMENT AT CARAHSOFT FOR ELECTRONIC SIGNATURES TO THE COMMISSIONERS', AUDITORS' AND PROSECUTORS' OFFICES

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

Casey R. Kozlowski	**Aye**
Kathryn L. Whittington	**Aye**
J.P. Ducro IV	**Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Lisa Hawkins

Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

General Services Administration

Federal Supply Service
Authorized Federal Supply Schedule Price List

Contractor:

Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
Phone: (703) 871-8500 Fax: (703) 871-8505
www.carahsoft.com

Contract Number:

47QSWA18D008F
Multiple Award Schedule (MAS)

Period Covered by Contract:

August 22, 2018 – August 21, 2023

Authorized Special Item Numbers (SINs):

Special Item No. 33411:	Purchasing of new electronic equipment
Special Item No. 511210:	Software Publishers
Special Item No. 518210C:	Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L:	Leasing of new electronic equipment
Special Item No. 541370GEO:	Earth Observation Solutions
Special Item No. 54151:	Software Maintenance Services
Special Item No. 541519CDM:	Continuous Diagnostics and Mitigation (CDM) Tools
Special Item No. 54151ECOM:	Electronic Commerce and Subscription Services
Special Item No. 54151S:	Information Technology Professional Services
Special Item No. 561422:	Automated Contact Center Solutions (ACCS)
Special Item No. 611420:	Information Technology Training
Special Item No. 811212:	Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. ANCILLARY:	Ancillary Supplies and Services
Special Item No. 333429:	3D Printing and Additive Manufacturing Solutions
Special Item No. 518210ERM:	Electronic Records Management
Special Item No. 493110RM:	Physical Records Management Solutions
Special Item No. 3361E:	Electric and Autonomous Vehicles and Accessories
Special Item No. OLM:	Order-Level Materials (OLM)

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! Is https://gsaadvantage.gov

Table of Contents

Contractor Data and Points of Contact 7
Contractor's Point of Contact for Contract Administration 7
Business Size: 7
DUNs Number: 7
Ordering Instructions / Terms and Conditions 7
1a. Authorized Special Item Numbers (SINs) 7
1b. Lowest Priced Model Number and Price for Each SIN: 7
1c. Hourly Rates 8
2. Maximum Order 9
3. Minimum Order 9
4. Geographic Coverage 9
5. Point(s) of Production 9
6. Discount from Internal Rate 9
7. Quantity Discount 9
8. Prompt Payment Terms 9
9. Government Purchase Card 10
10. Foreign Items 10
11a. Time of Delivery 10
11b. Expedited Delivery 11
11c. Overnight and 2-Day Delivery 11
11d. Urgent Requirements 11
12. FOB Point 11
13a. Ordering Address 11
13b. Ordering Procedures 11
14. Payment Address 11
15. Warranty Provision 12
16. Export Packing Charges 12
17. Terms and Conditions of Government Purchase Card Acceptance 12
18. Terms and Conditions of Rental, Maintenance, and Repair (if applicable) 12
19. Terms and Conditions of Installation 12
20a. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices (if available) 12
20b. Terms and Conditions for Any Other Services 12
21. List of Service and Distribution Points 12
22. List of Participating Dealers 12

23. List of Approved Manufacturer CSAs 12
24a. Preventative Maintenance 12
24b. Special Attributes such as Environmental Attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants) 13
24c. Section 508 Compliance for Electronic and Information Technology 13
25. Data Universal Number System (DUNS) Number 13
26. Notification Regarding Registration in System for Award Management (SAM) Database 13
27. Labor Category Descriptions and Pricing 13
28. Non-Defective Product Returns 13
Table of Awarded Special Item Numbers (SINs) 14
Special Item Number Information 14
Special Item No. 33411: Purchasing of New Electronic Equipment 14
Special Item No. 511210: Software Publishers 16
Special Item No. 518210C: Cloud and Cloud-Related IT Professional Services 17
Special Item No. 532420L: Leasing of new electronic equipment 27
SIN 532420L Option 1 Lease Terms and Conditions 27
SIN 532420L Option 2 Lease Terms and Conditions 31
Special Item No. 541370GEO: Earth Observation Solutions 36
Special Item No. 54151: Software Maintenance Services 36
Special Item No. 541519CDM: Continuous Diagnostics and Mitigation (CDM) Tools 37
Special Item No. 54151ECOM: Electronic Commerce and Subscription Services 37
Special Item No. 54151S: Information Technology Professional Services 37
Special Item No. 561422: Automated Contact Center Solutions (ACCS) 40
Special Item No. 611420: Information Technology Training 40
Special Item No. 811212: Maintenance of Equipment, Repair Services and/or Repair/Spare Parts 40
SIN 811212 Hardware Maintenance Order Terms 41
SIN 811212 Hardware Repair Service Order Terms 43
Special Item No. 333429: 3D Printing Solutions and Additive Manufacturing Solutions 45
Special Item No. 518210ERM: Electronic Records Management 45
Vendor Certification for SIN 518210ERM – 46

For the purposes of the Schedule 36 Solicitation (3FNJ-C1-000001-B), eleven (11) specific elements of Electronic Records Management (ERM) Services have been identified. These 11 elements are fully defined and the corresponding requirements are identified in the Universal Electronic Records Management Requirements attachment to the solicitation. These requirements have been established and are administered by the National Archives & Records Administration (NARA).

Vendors may provide any combination of the 11 elements of ERM Services; however, vendors must certify that they are capable of meeting all standards associated with the elements they propose by completing this certification. **Vendors should include a completed copy of this certification in their published GSA catalog to illustrate their ERM capabilities.**

Carahsoft Technology Corp. 1860
Michael Faraday Drive Suite 100
Reston, VA 20190

Proposed Elements of Electronic Records Management Services:
[Select all that apply]

☐Element 1 - Desktop Applications
☒Element 2 - Electronic Messages
☒Element 3 - Social Media
☐Element 4 - Cloud Services
☐Element 5 - Websites
☒Element 6 - Digital Media (Photo)
☒Element 7 - Digital Media (Audio)
☒Element 8 - Digital Media (Video)
☐Element 9 - Databases
☒Element 10 - Shared Drives
☒Element 11 - Engineering Drawings

Carahsoft Technology Corp. hereby certifies that we are capable of meeting all standards described in Solicitation -3FNJ-C1-000001-B and the Universal Electronic Records Management Requirements attachment for each of the sections of ERM Services we have proposed, as indicated above.

_____
incipal, IV

_____ 46
Vendor Certification for SIN 493110RM – _____ 47
ATTACHMENT I - AUTHORIZED PARTICIPATING DEALERS _____ 48
ATTACHMENT II – Contractor Team Arrangements _____ 49
ATTACHMENT III – Commercial Supplier Agreements _____ 50
ATTACHMENT IV A – U.S. Government Adobe FITARA Addendum _____ 51
ATTACHMENT IV B – U.S. Government Nutanix FITARA Addendum _____ 54

ATTACHMENT IV C - U.S. Government VERITAS FITARA Addendum _____ 58
ATTACHMENT V – Approved IT Manufacturers _____ 61

Contractor Data and Points of Contact

Contractor's Point of Contact for Contract Administration

Brianna Guest – Contract Manager
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8500 (Main) | (703) 871-8505 (fax)
contracts@carahsoft.com

Business Size: **Other than Small**

DUNs Number: **088365767**

Ordering Instructions / Terms and Conditions

1a. Authorized Special Item Numbers (SINs)

Special Item No. 33411:	Purchasing of new electronic equipment
Special Item No. 511210:	Software Publishers
Special Item No. 518210C:	Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L:	Leasing of new electronic equipment
Special Item No. 541370GEO:	Earth Observation Solutions
Special Item No. 54151:	Software Maintenance Services
Special Item No. 541519CDM:	Continuous Diagnostics and Mitigation (CDM) Tools
Special Item No. 54151ECOM:	Electronic Commerce and Subscription Services
Special Item No. 54151S:	Information Technology Professional Services
Special Item No. 561422:	Automated Contact Center Solutions (ACCS)
Special Item No. 611420:	Information Technology Training
Special Item No. 811212:	Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. ANCILLARY:	Ancillary Supplies and Services
Special Item No. 333429:	3D Printing and Additive Manufacturing Solutions
Special Item No. 518210ERM:	Electronic Records Management
Special Item No. 493110RM:	Physical Records Management Solutions
Special Item No. 3361E:	Electric and Autonomous Vehicles and Accessories
Special Item No. OLM:	Order-Level Materials (OLM)

1b. Lowest Priced Model Number and Price for Each SIN:

Not applicable.

1c. Hourly Rates

See the Terms and Conditions for SIN 54151S on pg. 37, below.

2. Maximum Order

SIN 33411	$500,000
SIN 511210	$500,000
SIN 518210C	$500,000
SIN 532420L	$500,000
SIN 541370GEO	$1,000,000
SIN 54151	$500,000
SIN 541519CDM	$500,000
SIN 54151ECOM	$500,000
SIN 54151S	$500,000
SIN 564122	$500,000
SIN 611420	$250,000
SIN 811212	$500,000
SIN ANCILLARY	$250,000
SIN 333429	$750,000
SIN 518210ERM	$1,000,000
SIN 493110RM	$1,000,000
SIN 3361E	$2,000,000
SIN OLM	$250,000

3. Minimum Order

$100

4. Geographic Coverage

Domestic and Overseas

5. Point(s) of Production

Varies by Manufacturer

6. Discount from Internal Rate

The GSA Net Price published on GSA Advantage! Reflects the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. Quantity Discount

Varies by Manufacturer, as reflected on GSA Advantage!

8. Prompt Payment Terms

Net 30 Days

Information for Ordering Offices: Prompt Payment terms cannot be negotiated out of

the contractual agreement in exchange for other concessions.

Percentage-Based Purchasing: The published $0.01 price is not the customers' final price. The Purchase price of the product is based on a commercial list price that is determined for the price you paid for the product. Please contact Carahsoft Technology Corp. at (703) 871-8500 or contracts@carahsoft.com for assistance with calculating the purchase price of the software maintenance and additional product information.

9. Government Purchase Card

Accepted for sales at or below the micro-purchase threshold.

Acceptance for purchases above the micro-purchase threshold will be determined on a procurement-by-procurement basis.

10. Foreign Items

None

11a. Time of Delivery

SIN 33411: 30 Days after Receipt of Order

SIN 511210: 30 Days after Receipt of Order

SIN 518210C: 30 Days after Receipt of Order

SIN 532420L: 30 Days after Receipt of Order

SIN 541370GEO: 30 Days after Receipt of Order

SIN 54151: 30 Days after Receipt of Order

SIN: 541519CDM: 30 Days after Receipt of Order

SIN 54151ECOM: 30 Days after Receipt of Order

SIN 54151S: 30 Days after Receipt of Order

SIN 561422: 30 Days after Receipt of Order

SIN 611420: 30 Days after Receipt of Order

SIN 811212: 30 Days after Receipt of Order

SIN ANCILLARY: 30 Days after Receipt of Order

SIN 333429: 30 Days after Receipt of Order

SIN 518210ERM: 30 Days after Receipt of Order

SIN 493110RM: 30 Days after Receipt of Order

SIN 3361E: 30 Days after Receipt of Order

11b. Expedited Delivery

Please contact the Contractor for availability and rates.

11c. Overnight and 2-Day Delivery

Please contact the Contractor for availability and rates.

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

Karina Woods – Operations Manager
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8519 (telephone)
(703) 871-8505 (fax)
gsaorders@carahsoft.com

13b. Ordering Procedures

For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address

Jillian Szczepanek
Accounts Receivable
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8614 (telephone)
(703) 871-8505 (fax)
gsapayments@carahsoft.com

15. Warranty Provision

Varies by Manufacturer and Product/Service

16. Export Packing Charges

Not applicable

17. Terms and Conditions of Government Purchase Card Acceptance

Please contact the Contractor for terms and conditions of acceptance.

18. Terms and Conditions of Rental, Maintenance, and Repair (if applicable)

Not applicable

19. Terms and Conditions of Installation

Not applicable

20a. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices (if available)

Not applicable

20b. Terms and Conditions for Any Other Services

Not applicable

21. List of Service and Distribution Points

Not applicable

22. List of Participating Dealers

The full list of Participating Dealers can be found on the Carahsoft website,

https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/authorized-dealers

23. List of Approved Manufacturer CSAs

https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/eula2

Additional terms may apply.

24a. Preventative Maintenance

None

24b. Special Attributes such as Environmental Attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants)

None

24c. Section 508 Compliance for Electronic and Information Technology

Varies by Manufacturer

25. Data Universal Number System (DUNS) Number

088365767

26. Notification Regarding Registration in System for Award Management (SAM) Database

Contractor has an Active Registration in the SAM database

27. Labor Category Descriptions and Pricing

See the Terms and Conditions for SIN 54151S beginning on page 37 below.

28. Non-Defective Product Returns

Products are eligible for return or replacement within 30 days of invoice. New and unopened product return requests received more than 30 days after invoice are considered to be out-of-policy return requests. These types of requests will be considered on a case-by-case basis. Any applicable shipping costs are to be paid by the customer.

Table of Awarded Special Item Numbers (SINs)

Authorized Special Item Numbers (SINs)	Title/ Description
33411	Purchasing of new electronic equipment
511210	Software Publishers
518210C	Cloud and Cloud-Related IT Professional Services
532420L	Leasing of new electronic equipment
541370GEO	Earth Observation Solutions
54151	Software Maintenance Services
541519CDM	Continuous Diagnostics and Mitigation (CDM) Tools
54151ECOM	Electronic Commerce and Subscription Services
54151S	Information Technology Professional Services
561422	Automated Contact Center Solutions (ACCS)
611420	Information Technology Training
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
ANCILLARY	Ancillary Supplies and Services
333429	3D Printing and Additive Manufacturing Solutions
518210ERM	Electronic Records Management
493110RM	Physical Records Management Solutions
3361E	Electric and Autonomous Vehicles and Accessories
OLM	Order-Level Materials (OLM)

Special Item Number Information

Special Item No. 33411: Purchasing of New Electronic Equipment

Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

NOTE: Subject to Cooperative Purchasing

FSC CLASS 7010 - SYSTEM CONFIGURATION
End User Computers/Desktop Computers Professional Workstations Servers
Laptop/Portable/Notebook Computers Large Scale Computers Optical and Imaging Systems

Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES
Printers Display
Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens Network Equipment

Other Communications Equipment Optical Recognition Input/Output Devices
Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT
ADP Support Equipment

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES
Microcomputer Control Devices
Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS
ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT
Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES
Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSES
Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL
Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT
Telephone Equipment
Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS
Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT
Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE
Two-Way Radio Transmitters/Receivers/Antennas Broadcast Band Radio Transmitters/Receivers/Antennas Microwave Radio Equipment/Antennas and Waveguides Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE
Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE
Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS,

EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE
Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT
Miscellaneous Communications Equipment
Installation (FPDS Code N070) for Equipment Offered
Deinstallation (FPDS N070)
Reinstallation (FPDS N070)

Special Item No. 511210: Software Publishers

Includes both term and perpetual software licenses and maintenance.

NOTE: Subject to Cooperative Purchasing

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid

Software Microcomputers

- Software Microcomputers
- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Special Item No. 518210C: Cloud and Cloud-Related IT Professional Services

Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud services. IT professional services that are focused on providing the types of services that support the Government's adoption of, migration to or governance/management of Cloud computing. Specific labor categories and/or fixed price solutions (e.g. migration services, etc.) that support activities associated with assessing Cloud solutions, refactoring workloads for Cloud solutions, migrating legacy or other systems to Cloud solutions, providing management/governance of Cloud solutions, DevOps, developing cloud native applications or other Cloud oriented activities.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING
Cloud Computing Services

Table 1: Cloud Computing Services (i.e. IaaS, etc.)

SIN Description	Sub-Categories
• Commercially available cloud computing services • Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics • Open to all deployment models (private, public, community or hybrid), vendors specify deployment models	**1. Software as a Service (SaaS):** Consumer uses provider's applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available. **2. Platform as a Service (PaaS):** Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure. **3. Infrastructure as a Service (IaaS):** Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.

NOTE: Offerors may optionally select the single sub-category that best fits each cloud service offering, per Service Model Guidance, or select no sub-category if the offering does not fit an existing NIST service model.

DESCRIPTION OF CLOUD COMPUTING SERVICES (i.e. IaaS, etc.) AND PRICING

a) The information provided below is designed to assist Offerors in qualifying cloud computing services and provide complete descriptions.

b) In addition to standard pricing requirements, all pricing models must have the core capability to meet the NIST Essential Cloud Characteristics, particularly with respect to on-demand self-service, while allowing alternate variations at the task order level at agency discretion, pursuant to the guidance on NIST Essential Characteristics.

Table 2 summarizes the additional Offeror provided description requirements for services proposed under the Cloud Computing Services (i.e IaaS, etc.). All mandatory description requirements must be complete, and adequate according to

evaluation criteria.

In addition there is one "Optional" reporting descriptions which exists to provide convenient service selection by relevant criteria. Where provided, optional description requirements must be complete and adequate according to evaluation criteria:

1) The NIST Service Model provides sub-categories for the Cloud SIN and is strongly encouraged, but not required. The Service Model based sub-categories provide this SIN with a structure to assist ordering activities in locating and comparing services of interest. Contractors may optionally select the single service model most closely corresponding to the specific service offering.

2) If a sub-category is selected it will be evaluated with respect to the NIST Service Model definitions and guidelines in "Guidance for Contractors".

Table 2: Cloud Service Description Requirements

#	Description Requirement	Reporting Type	Instructions
1	Provide a brief written description of how the proposed cloud computing services (i.e. IaaS, etc.) satisfies each individual essential NIST Characteristic	Mandatory	The cloud service must be capable of satisfying each of the five NIST essential Characteristics as outlined in NIST Special Publication 800-145. See 'GUIDANCE FOR CONTRACTORS: NIST Essential Characteristics' below in this document for detailed overall direction, as well as guidance on inheriting essential characteristics. The NIST "Measured Service" characteristic requires a minimal "pay as you go" unit of measurement appropriate for the service. In the case of SaaS, the appropriate maximum measured increment of service shall be no more than 30 days per user, or some other equivalent discrete measurement that provides the government with the advantage of frequent (approximately every 30 days) "pay as you go" metering cycles. SaaS products, where consumption is only measured on an annual basis, may better fit under "Term Software License" SIN 132-32. Likewise, offers of any combinations of IaaS, PaaS or any other cloud product services in a bundle or other fashion that do not meet the frequency requirements of approximately 30-day measurement and billing cycles, will not be accepted as complying with the NIST Measured Service characteristic.

2	Select NIST deployment models for the cloud computing service proposed.	Mandatory	Contractors must select at least one NIST deployment model as outlined in NIST Special Publication 800- 145 describing how the proposed cloud computing service is deployed. Select multiple deployment models if the service is offered in more than one deployment model. See 'GUIDANCE FOR CONTRACTORS: NIST Deployment Model' below in this document for detailed direction on how to best categorize a service for the NIST deployment models.
3	Optionally select the most appropriate NIST service model that will be the designated sub- category, or may select no sub-category.	Optional	Contractor may select a single NIST Service model to sub-categorize the service as outlined in NIST Special Publication 800-145. Sub-category selection is optional but recommended. See 'GUIDANCE FOR CONTRACTORS: NIST Service Model' below in this document for detailed direction on how to best categorize a service for the NIST IaaS, PaaS, and SaaS service models.

2) GUIDANCE FOR OFFERORS

This section offers guidance for interpreting the Contractor Description Requirements in Table 2 (above) including the NIST essential cloud characteristics, service models and deployment models. This section is not a list of requirements.

Offeror specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will not be considered in the scope of this SIN or accepted in response to evaluation factors. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special publication. Services qualifying for listing as cloud computing services (i.e. IaaS, etc.) under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP 800-145[1]

Offerors must select deployment models corresponding to each way the service can be deployed. Multiple deployment model designations for a single cloud service are permitted but at least one deployment model must be selected.

Both Cloud service model (i.e. IaaS, etc.) and deployment model (i.e. public, etc.) designations must accord with NIST definitions. Guidance is offered in this document on making the most appropriate selection

a) NIST Essential Characteristics

General Guidance

NIST's essential cloud characteristics provide a consistent metric for whether a service is eligible for inclusion in this SIN. It is understood that due to legislative, funding and other constraints that government entities cannot always leverage a cloud service to the extent that all NIST essential characteristics are commercially available. For the purposes of the Cloud SIN, meeting the NIST essential characteristics is determined by whether each essential capability of the commercial service is available for the service, whether or not the Ordering Activity actually requests or implements the capability. The guidance in Table 3 offers examples of how services might or might not be included

[1] [7] **http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf**

based on the essential characteristics, and how the Contractor should interpret the characteristics in light of current government contracting processes.

Table 3: Guidance on Meeting NIST Essential Characteristics

Characteristic	Capability	Guidance
On-demand self-service	• Ordering activities can directly provision services without requiring Contractor intervention. • This characteristic is typically implemented via a service console or programming interface for provisioning	Government procurement guidance varies on how to implement on-demand provisioning at this time. Ordering activities may approach on-demand in a variety of ways, including "not-to-exceed" limits, or imposing monthly or other appropriate payment cycles on what are essentially on demand services. Services under this SIN must be capable of true on- demand self-service, and ordering activities and Contractors must negotiate how they implement on demand capabilities in practice at the task order level: • Ordering activities must specify their procurement approach and requirements for on-demand service • Contractors must propose how they intend to meet the approach • Contractors must certify that on-demand self-service is technically available for their service should procurement guidance become available.
Broad Network Access	• Ordering activities are able to access services over standard agency networks • Service can be accessed and provisioned using standard devices such as browsers, tablets and mobile phones	• Broad network access must be available without significant qualification and in relation to the deployment model and security domain of the service • Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non- cloud networks and services. For example, a private cloud might require an Ordering Activity to purchase or provide a dedicated router, etc. which is acceptable but should be indicated by the Contractor.
Resource Pooling	• Pooling distinguishes cloud services from simple offsite hosting. • Ordering activities draw resources from a common pool maintained by the Contractor • Resources may have general characteristics such as regional location	• The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them. • Manual allocation, e.g. manual operations at a physical server farm where Contractor staff configure servers in response to Ordering Activity requests, does not meet this requirement • Similar concerns apply to software and platform models; automated provisioning from a pool is required • Ordering activities may request dedicated physical hardware, software or platform resources to access a private cloud deployment service. However the provisioned cloud resources must be drawn from a common pool and automatically allocated on request.
Rapid Elasticity	• Rapid provisioning and de-provisioning commensurate with demand	• Rapid elasticity is a specific demand-driven case of self-service • 'Rapid' should be understood as measured in minutes and hours, not days or weeks. • Elastic capabilities by manual request, e.g. via a console operation or programming interface call, are required. • Automated elasticity which is driven dynamically by system load, etc. is optional. Contractors must specify whether automated demand-driven elasticity is available and the general mechanisms that drive the capability.

Measured Service	• Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service	• Procurement guidance for on-demand self-service applies to measured service as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually designate other contractual arrangements. • Regardless of specific contractual arrangements, reporting must indicate actual usage, be continuously available to the Ordering Activity, and provide meaningful metrics appropriate to the service measured • Contractors must specify that measured service is available and the general sort of metrics and mechanisms available • The goal of the Measured Service requirement is to ensure Ordering Activities realize the full benefit of "pay as you go" consumption models. Consumption measurements that are not discrete enough or frequent enough (greater than 30 days), will not fulfill this NIST essential characteristic and will not be eligible for inclusion in this SIN.

Inheriting Essential Characteristics

Cloud Services (i.e. IaaS, etc.) may depend on other cloud services, and cloud service models such as PaaS and SaaS are able to inherit essential characteristics from other cloud services that support them. For example a PaaS platform service can inherit the broad network access made available by the IaaS service it runs on, and in such a situation would be fully compliant with the broad network access essential characteristic. Cloud Services (i.e. IaaS, etc.) inheriting essential characteristics must make the inherited characteristic fully available at their level of delivery to claim the relevant characteristic by inheritance.

Inheriting characteristics does not require the inheriting provider to directly bundle or integrate the inherited service, but it does require a reasonable measure of support and identification. For example, the Ordering Activity may acquire an IaaS service from "Provider A" and a PaaS service from "Provider B". The PaaS service may inherit broad network access from "Provider A" but must identify and support the inherited service as an acceptable IaaS provider.

Assessing Broad Network Access

Typically broad network access for public deployment models implies high bandwidth access from the public internet for authorized users. In a private cloud deployment internet access might be considered broad access, as might be access through a dedicated shared high bandwidth network connection from the Ordering Activity, in accord with the private nature of the deployment model.

Resource Pooling and Private Cloud

All cloud resource pools are finite, and only give the appearance of infinite resources when sufficiently large, as is sometimes the case with a public cloud. The resource pool supporting a private cloud is typically smaller with more visible limits. A finite pool of resources purchased as a private cloud service qualifies as resource pooling so long as the resources within the pool can be dynamically allocated to the ultimate users of the resource, even though the pool itself appears finite to the Ordering Activity that procures access to the pool as a source of dynamic service allocation.

1) NIST Service Model

   The Contractor may optionally document the service model of cloud computing (e.g. IaaS, PaaS, SaaS, or a combination thereof, that most closely describes their offering, using the definitions in The NIST Definition of Cloud Computing SP 800-145. The following guidance is offered for the proper selection of service models.

   NIST's service models provide this SIN with a set of consistent sub-categories to assist ordering activities in locating and comparing Cloud services (i.e. IaaS, etc.) of interest. Service model is primarily concerned with the nature of the service offered and the staff and activities most likely to interact with the service. Contractors should select a single service model most closely

corresponding to their proposed service based on the guidance below. It is understood that cloud services can technically incorporate multiple service models and the intent is to provide the single best categorization of the service.

Contractors should take care to select the NIST service model most closely corresponding to each service offered. Contractors should not invent, proliferate or select multiple cloud service model sub-categories to distinguish their offerings, because ad-hoc categorization prevents consumers from comparing similar offerings. Instead vendors should make full use of the existing NIST categories to the fullest extent possible.

For example, in this SIN an offering commercially marketed by a Contractor as "Storage as a Service" would be properly characterized as Infrastructure as a Service (IaaS), storage being a subset of infrastructure. Services commercially marketed as "LAMP as a Service" or "Database as a Service" would be properly characterized under this SIN as Platform as a Service (PaaS), as they deliver two kinds of platform services. Services commercially marketed as "Travel Facilitation as a Service" or "Email as a Service" would be properly characterized as species of Software as a Service (SaaS) for this SIN.

However, Contractors can and should include appropriate descriptions (including commercial marketing terms) of the service in the full descriptions of the service's capabilities.

When choosing between equally plausible service model sub-categories, Contractors should consider several factors:

a) Visibility to the Ordering Activity. Service model sub-categories in this SIN exist to help Ordering Activities match their requirements with service characteristics. Contractors should select the most intuitive and appropriate service model from the point of view of an Ordering Activity.

b) Primary Focus of the Cloud Service (i.e. IaaS, etc.). Services may offer a mix of capabilities that span service models in the strict technical sense. For example, a service may offer both IaaS capabilities for processing and storage, along with some PaaS capabilities for application deployment, or SaaS capabilities for specific applications. In a service mix situation the Contractor should select the service model that is their primary focus. Alternatively contractors may choose to submit multiple service offerings for the SIN, each optionally and separately subcategorized.

c) Ordering Activity Role. Contractors should consider the operational role of the Ordering Activity's primary actual consumer or operator of the service. For example services most often consumed by system managers are likely to fit best as IaaS; services most often consumed by application deployers or developers as PaaS, and services most often consumed by business users as SaaS.

d) Lowest Level of Configurability. Contractors can consider IaaS, PaaS and SaaS as an ascending hierarchy of complexity, and select the model with the lowest level of available Ordering Activity interaction. As an example, virtual machines are an IaaS service often bundled with a range of operating systems, which are PaaS services. The Ordering Activity usually has access to configure the lower level IaaS service, and the overall service should be considered IaaS. In cases where the Ordering Activity cannot configure the speed, memory, network configuration, or any other aspect of the IaaS component, consider categorizing as a PaaS service.

Cloud management and cloud broker services should be categorized based on their own characteristics and not those of the other cloud services that are their targets. Management and broker services typically fit the SaaS service model, regardless of whether the services they manage are SaaS, PaaS or IaaS. Use Table 3 to determine which service model is appropriate for the cloud management or cloud broker services, or, alternately choose not to select a service model for the service.

The guidance in Table 4 offers examples of how services might be properly mapped to NIST service models and how a Contractor should interpret the service model sub-categories.

Table 4: Guidance on Mapping to NIST Service Models

Service Model	Guidance
Infrastructure as a Service (IaaS)	Select an IaaS model for service based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices. ● IaaS services are typically consumed by system or device managers who would configure physical hardware in a non-cloud setting ● The principal customer interaction with an IaaS service is provisioning then configuration, equivalent to procuring and then configuring a physical device. Examples of IaaS services include virtual machines, object storage, disk block storage, network routers and firewalls, software defined networks. Gray areas include services that emulate or act as dedicated appliances and are directly used by applications, such as search appliances, security appliances, etc. To the extent that these services or their emulated devices provide direct capability to an application they might be better classified as Platform services (PaaS). To the extent that they resemble raw hardware and are consumed by other platform services they are better classified as IaaS.

Platform as a Service (PaaS)	Select a PaaS model for service based equivalents of complete or partial software platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application. ● A complete platform can deploy an entire application. Complete platforms can be proprietary or open source ● Partial platforms can deploy a component of an application which combined with other components make up the entire deployment ● PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service ● The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service. ● A limited range of configuration options for the platform service may be available. Examples of complete PaaS services include: ● A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application, ● a Windows .Net platform ready to deploy a .Net application, ● A custom complete platform ready to develop and deploy a customer application in a proprietary language ● A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services. The essential characteristic of a complete PaaS is defined by the customer's ability to deploy a complete custom application directly on the platform. PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include: ● A database service ready to deploy a customer's tables, views and procedures, ● A queuing service ready to deploy a customer's message definitions ● A security service ready to deploy a customer's constraints and target applications for continuous monitoring The essential characteristic of an individual PaaS component is the customer's ability to deploy their unique structures and/or data onto the component for a partial platform function. Note that both the partial and complete PaaS examples all have two things in common: ● They are software services, which offer significant core functionality out of the box ● They must be configured with customer data and structures to deliver results As noted in IaaS, operating systems represent a gray area in that OS is definitely a platform service, but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your service "hides" underlying infrastructure, consider it as PaaS.

Software as a Service (SaaS)	Select a SaaS model for service based equivalents of software applications. ● SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting ● The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides. Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically only the Contractor would be permitted to configure aspects of the software for all users. Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki's, websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services, and in general any system where customers interact directly for a business purpose. Gray areas include services that customers use to configure other cloud services, such as cloud management software, cloud brokers, etc. In general these sorts of systems should be considered SaaS, per guidance in this document.

2) Deployment Model

Deployment models (e.g. private, public, community, or hybrid) are not restricted at the SIN level and any specifications for a deployment model are the responsibility of the Ordering Activity.

Multiple deployment model selection is permitted, but at least one model must be selected. The guidance in Table 4 offers examples of how services might be properly mapped to NIST deployment models and how the Contractor should interpret the deployment model characteristics. Contractors should take care to select the range of NIST deployment models most closely corresponding to each service offered.

Note that the scope of this SIN does not include hardware or software components used to construct a cloud, only cloud capabilities delivered as a service, as noted in the Scope section.

Table 5: Guidance for Selecting a Deployment Model

Deployment Model	Guidance
Private Cloud	The service is provided exclusively for the benefit of a definable organization and its components; access from outside the organization is prohibited. The actual services may be provided by third parties, and may be physically located as required, but access is strictly defined by membership in the owning organization.
Public Cloud	The service is provided for general public use and can be accessed by any entity or organization willing to contract for it.
Community Cloud	The service is provided for the exclusive use of a community with a definable shared boundary such as a mission or interest. As with private cloud, the service may be in any suitable location and administered by a community member or a third party.
Hybrid Cloud	The service is composed of one or more of the other models. Typically hybrid models include some aspect of transition between the models that make them up, for example a private and public cloud might be designed as a hybrid cloud where events like increased load permit certain specified services in the private cloud to run in a public cloud for extra capacity, e.g. bursting.

Special Item No. 532420L: Leasing of new electronic equipment

Leasing of new electronic equipment. Includes the following lease types:
Lease to Ownership, and
Lease with Option to Own

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class W070 LEASE OR RENTAL OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIERS/SUPPORT EQUIPMENT
Lease of Products

INFORMATION TECHNOLOGY CATEGORY
HARDWARE SUBCATEGORY

SIN 532420L Option 1 Lease Terms and Conditions

Option 1 Lease Terms and Conditions does not contain a cancellation clause and all leases automatically expire on September 30th or sooner.

52.207-5	Option to Purchase Equipment	Feb 1995
52.227-14	Rights in Data-General	May 2014

1. STATEMENT

a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.

b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:

i. The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercises its right to terminate under GSAR 552.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.

ii. All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order shall be issued within 15 days after funds become available for obligation by the

ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

b. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in GSAR 552.212-4(l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

4. The following terms and conditions may be included.

a. ASSIGNMENT OF CLAIMS

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

b. PEACEFUL POSSESSION AND UNRESTRICTED USE

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

c. COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

d. INSTALLATION AND MAINTENANCE

i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

e. MONTHLY PAYMENTS:

i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract

purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.
The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.

iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.

iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.

v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

f. LEASE END/DISCONTINUANCE OPTIONS

i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non- Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:

1. to purchase the product for the residual value of the product, or
2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

iii. Returns

1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.

4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
   i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
   ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
   iii. has no ability to use the returned software.

g. UPGRADES AND ADDITIONS

i. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

1. can be removed without causing material damage to the product;
2. do not reduce the value of the product; and
3. are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

ii. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
   1. were not leased from the Contractor, and
   2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

iii. Any additions that are not so removable will become the Contractor's property (lien free).

iv. Leases of additions and upgrades must be co-terminus with that of the product.

h. RISK OF LOSS OR DAMAGE

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

i. TITLE

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.

j. TAXES

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of

FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

k. ADDITIONAL LEASE TERMS
Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

INFORMATION TECHNOLOGY CATEGORY
HARDWARE SUBCATEGORY

SIN 532420L Option 2 Lease Terms and Conditions

Option 2 Lease Terms and Conditions contains a cancellation clause, in which the fee must be in accordance with applicable legal principles.

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

52.207-5	Option to Purchase Equipment	Feb 1995
52.227-14	Rights in Data-General	May 2014

1. LEASING PRICE LIST NOTICE
   a. Contractors must include the following notice in their contract price list for SIN 532420L:

      "The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

2. STATEMENT OF ORDERING ACTIVITY INTENT
   a. The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

   b. Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. LEASE TERM
   a. The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work.

Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

b. Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR and/or DFAR 232.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period.. This cross fiscal year authority does not apply to multi-year leases.

c. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

d. Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstances.

4. LEASE TERMINATION

a. The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

   i. The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with GSAR 552.212-4 paragraphs (l) and (m).

   ii. The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

b. Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with GSAR 552.212-4, Contract Terms and Conditions Commercial Items, paragraph (l) Termination for Convenience of the ordering activity. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling.

c. Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payments for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to

the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non- appropriation shall be provided to the Contractor upon request.

d. Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

e. At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

4. The following terms and conditions may be included.

a. ASSIGNMENT OF CLAIMS

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

b. PEACEFUL POSSESSION AND UNRESTRICTED USE

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

c. COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

d. INSTALLATION AND MAINTENANCE

i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is

issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

e. MONTHLY PAYMENTS:

i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.
The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.

iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.

iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.

v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

f. LEASE END/DISCONTINUANCE OPTIONS

i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non- Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
   1. to purchase the product for the residual value of the product, or
   2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

iii. Returns
   1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US,

in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.

4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
   i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
   ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
   iii. has no ability to use the returned software.

g. UPGRADES AND ADDITIONS

i. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

1. can be removed without causing material damage to the product;
2. do not reduce the value of the product; and
3. are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

ii. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
   1. were not leased from the Contractor, and
   2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

iii. Any additions that are not so removable will become the Contractor's property (lien free).

iv. Leases of additions and upgrades must be co-terminus with that of the product.

h. RISK OF LOSS OR DAMAGE

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

i. TITLE

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the

applicable purchase option price.

j. TAXES

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

k. ADDITIONAL LEASE TERMS

Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

Special Item No. 541370GEO: Earth Observation Solutions

Provides geospatial earth observation technologies, products, and services to include, but not limited to ground, satellite and aerial based sensor data and imagery; worldwide digital transmission, internet, data, and video services and products through various networks, platforms, and applications. Offerings include global coverage, imagery, archive storage and distribution, monitoring, basemaps (mosaics), and earth observation solutions for accurate, mission critical information for uses to include, but not limited to, environmental, agriculture, meteorology, forestry, fish & wildlife habitats, disaster response and recovery, defense, maritime, mapping, humanitarian support, transportation, and public safety.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class D304 IT AND TELECOM- TELECOMMUNICATIONS AND TRANSMISSION

- IT AND TELECOM-TELECOMMUNICATIONS AND TRANSMISSION

FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING

- IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING

FSC/PSC Class D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION

- Creation/Retrieval of IT Related Data Services
- Creation/Retrieval of Other Information Services
- Web-Based Subscription

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS

- Other IT and Telecommunications Services

Special Item No. 54151: Software Maintenance Services

Software maintenance services 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 services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical

expertise which are charged commercially.

NOTE: Subject to Cooperative Purchasing

Special Item No. 541519CDM: Continuous Diagnostics and Mitigation (CDM) Tools

Includes Department of Homeland Security (DHS) approved hardware and software products. The full complement of CDM Tools SIN products and services includes tools, associated maintenance, and other related activities such as training. The CDM Program is organized by 5 CDM capabilities: 1. Asset Management, 2. Identity and Access Management, 3. Network Security Management, 4. Data Protection Management and, 5. Future Capabilities.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class 7030 ADP SOFTWARE
- ADP SOFTWARE

FSC/PSC Class 7035 ADP SUPPORT EQUIPMENT
- ADP SUPPORT EQUIPMENT

FSC/PSC Class D319 IT AND TELECOM- ANNUAL SOFTWARE MAINTENANCE SERVICE PLANS
- IT AND TELECOM- ANNUAL SOFTWARE MAINTENANCE SERVICE PLANS

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
- OTHER IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS

Special Item No. 54151ECOM: Electronic Commerce and Subscription Services

Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

NOTE: Subject to Cooperative Purchasing

Special Item No. 54151S: Information Technology Professional Services

IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

NOTE: Subject to Cooperative Purchasing

Commercial Job Title: Consulting Engineer

Minimum/General Experience: Has approximately 5 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Working under close supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.
Minimum Education: B.A. or B.S. in Computer Science, Engineering, Mathematics, Economics or Business.

Commercial Job Title: Information Architect

Minimum/General Experience: Has approximately 2 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices.
Functional Responsibility: Designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Project Manager

Minimum/General Experience: Has approximately 2 years of experience within information system project oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects.
Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project though integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.

Functional Responsibility: Possesses a thorough understanding of the process requirements and provide b o t h technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.
Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Consulting Engineer

Minimum/General Experience: Has approximately 10 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.
Functional Responsibility: Provides supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas.
Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost

customer appeal, and satisfaction.
Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Consulting Engineer

Minimum/General Experience: Has approximately 10 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.
Functional Responsibility: Provides supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas.
Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.
Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Information Architect

Minimum/General Experience: Has approximately 7 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices.
Functional Responsibility: Provides supervision, person designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.
Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science

Commercial Job Title: Senior Project Manager

Minimum/General Experience: Has approximately 7 years' experience within information system project oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects.
Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project though integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.
Functional Responsibility: Provides supervision, person possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.
Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Labor Categories	August 2021 August 2022	August 2022 August 2023
Consulting Engineer	$217.67	$222.68
Information Architect	$212.74	$217.64
Project Manager	$212.74	$217.64
Senior Consulting Engineer	$249.99	$255.74
Senior Information Architect	$272.23	$278.49
Senior Project Manager	$266.63	$272.76

Special Item No. 561422: Automated Contact Center Solutions (ACCS)

ACCS is defined as any combination of products, equipment, software and/or services that are required to establish and maintain contact center capabilities managed by the contractor for an agency. These include a wide range of automated and attended managed solutions that allow agencies to respond to inquiries from the public. Permissible offerings under this SIN may include any technologies or services required to deliver and support ACCS to agencies, including but not limited to: • Technology: Automated services to include but not limited to Artificial Intelligence (AI), Chat Bots, Robotic Process Automation, Interactive Voice Response (IVR), Voice/Speech Recognition, Text-to-Speech, Voicemail, Callback, Web Callback, Email Delivery, Hosted Online Ordering, Hosted Email Web Form, Hosted FAQ Service, etc.

NOTE: Subject to Cooperative Purchasing

Special Item No. 611420: Information Technology Training

Includes training on hardware, software, cloud, and other applicable systems.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class U012 EDUCATION/TRAINING- INFORMATION TECHNOLOGY/TELECOMMUNICATIONS TRAINING

Training Courses for Information Technology Equipment and Software

---

Special Item No. 811212: Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment

INFORMATION TECHNOLOGY CATEGORY
HARDWARE SUBCATEGORY

SIN 811212 Hardware Maintenance Order Terms

1) Service Areas
   a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a ___(**insert miles) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

   b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Address		
City	State	Zip Code

2) Loss or Damage
   When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope
   a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.

   b) Equipment placed under maintenance service shall be in good operating condition.
      i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

      ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

      iii) If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

4) Responsibilities
   a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5) Maintenance Rate Provisions

a) The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

ii) Regular Hours: The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

iii) After Hours: Should the ordering activity require that maintenance be performed outside of regular hours, charges for such maintenance, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.

iv) Travel and Transportation: If any charge is to apply, over and above the regular maintenance rates, due to the distance between the ordering activity location and the Contractor/OEM's service area, the charge will be negotiated at the Task Order level.

	Yes	No
Indicate if there will be an additional charge for travel and transportation.		

b) Quantity Discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity shall be provided below.

Quantity Range	Discounts
Units	%
Units	%
Units	%

INFORMATION TECHNOLOGY CATEGORY
HARDWARE SUBCATEGORY

SIN 811212 Hardware Repair Service Order Terms

1) Service Areas
   a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a ____(**insert miles) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

   b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Address		
City	State	Zip Code

2) Loss or Damage
   When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope
   a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.

   b) Equipment placed under maintenance and/or service shall be in good operating condition.
      i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

      ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

      iii) If the equipment was not under the Contractor/OEMresponsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

4) Responsibilities
   a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5) Repair Service Rate Provisions

a) Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b) Multiple Machines: When repairs are ordered by the ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c) At the Contractor/OEM's Facility

i) When equipment is returned to the Contractor/OEM's Facility for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc.from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

ii) The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.

d) At the Ordering Activity Location (Within Established Service Areas)

i) When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates.

e) At the Ordering Activity Location (Outside Established Service Areas)

i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.

ii) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

f) Labor Rates

i) Regular Hours: Contract rates shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service, which was requested during regular hours, but performed at the convenience of the Contractor outside the regular hours.

ii) After Hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.

iii) Sundays and Holidays: When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates shall apply, and will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.

Repair Service Rates

	Minimum Charge * - Regular Hours	Hourly Rate - After Hours	Hourly Rate - Sunday and Holidays
Contractor/OEM Facility			
Ordering Activity Location (Within Established Service Areas)			
Ordering Activity Location (Outside Established Service Areas)			

*MINIMUM CHARGES INCLUDE FULL ___ HOURS ON THE JOB

4) Repair Parts/Spare Parts Rate Provision
   a) All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in the GSA Price list shall be new, standard parts manufactured by the OEM.
   b) All parts shall be furnished at the prices indicated in the Contractor's commercial pricelist dated_____, at a discount of___% from such listed prices.

Special Item No. 333429: 3D Printing Solutions and Additive Manufacturing Solutions

333249 Includes printers; ancillary equipment, technical services and supplies required to generate functional prototype images and printed objects. Equipment may include all classes and sizes of 3D Printers, laser imaging devices, post processing devices and ancillary accessories and software to produce functional items. Technical services include but are not limited to: 3D Printing and laser imaging to produce a digital file used to generate functional prototype images and printed objects. All types of consumables and other items related to this SIN are included.

Special Item No. 518210ERM: Electronic Records Management

518210ERM Electronic Records Management Solutions provide a comprehensive capability to solve the complex challenges posed by the movement, manipulation, archiving, security, and management of electronic records. The vendor provides professional management and administrative support personnel with the necessary skills to perform effective record management services for both classified and/or unclassified records. The services are provided using either Government or vendor equipment and facilities or a combination of both. The objective of electronic records management services is to permit the access, maintenance, control, storage, disposition, and transfer of electronic records. Includes any ancillary supplies and/or services necessary to provide a total electronic records management solution.

Vendor Certification for SIN 518210ERM –

For the purposes of the Schedule 36 Solicitation (3FNJ-C1-000001-B), eleven (11) specific elements of Electronic Records Management (ERM) Services have been identified. These 11 elements are fully defined and the corresponding requirements are identified in the Universal Electronic Records Management Requirements attachment to the solicitation. These requirements have been established and are administered by the National Archives & Records Administration (NARA).

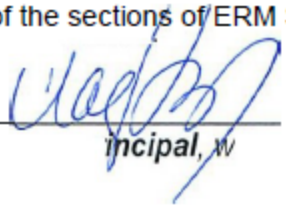
Vendors may provide any combination of the 11 elements of ERM Services; however, vendors must certify that they are capable of meeting all standards associated with the elements they propose by completing this certification. **Vendors should include a completed copy of this certification in their published GSA catalog to illustrate their ERM capabilities.**

Carahsoft Technology Corp. 1860
Michael Faraday Drive Suite 100
Reston, VA 20190

Proposed Elements of Electronic Records Management Services:
[Select all that apply]

☐Element 1 - Desktop Applications
☒Element 2 - Electronic Messages
☒Element 3 - Social Media
☐Element 4 - Cloud Services
☐Element 5 - Websites
☒Element 6 - Digital Media (Photo)
☒Element 7 - Digital Media (Audio)
☒Element 8 - Digital Media (Video)
☐Element 9 - Databases
☒Element 10 - Shared Drives
☒Element 11 - Engineering Drawings

Carahsoft Technology Corp. hereby certifies that we are capable of meeting all standards described in Solicitation -3FNJ-C1-000001-B and the Universal Electronic Records Management Requirements attachment for each of the sections of ERM Services we have proposed, as indicated above.



incipal, IV

Vendor Certification for SIN 493110RM –

493110RM Includes capabilities to manage the movement, manipulation, archiving, security, and management of physical records, including any ancillary supplies and/or services necessary to provide a total physical records management solution.

Vendor Certification for SIN 3361E –

3361E Includes electric and autonomous vehicles and accessories.

ATTACHMENT I - AUTHORIZED PARTICIPATING DEALERS

Carahsoft certifies that all dealers participating in the performance of this contract have agreed that their performance will be in accordance with all terms and conditions of this GSA Schedule.

For the complete listing of authorized participating dealers please see:

http://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/authorized-dealers

ATTACHMENT II – Contractor Team Arrangements

Schedule Contractors participating in a Contractor Team Arrangement must abide by all terms and conditions of their respective contracts. This includes compliance with Clause 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.

For the complete listing of Contractor Team Arrangements, please contact Carahsoft for details.

ATTACHMENT III – Commercial Supplier Agreements

For the complete list of Commercial Supplier Agreements vetted and approved by GSA for inclusion into the GSA Schedule Contract, please see:

http://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/eula2

ATTACHMENT IV A – U.S. Government Adobe FITARA Addendum

Introduction

This Federal Supply Schedule Addendum supplements GSA Federal Supply Schedule Contract Number GS-35F-0119Y between Carahsoft Technology Corporation and the General Services Administration.

The Adobe Category Management Offering addresses current OMB Memorandum's (M-16-04, M-16-12), Circular A-130, OFPP and, GSA Federal Cyber, electronic government and Category Management policy requirements.

The Adobe Data Centric Security and Electronic Signature Solutions provide the best-in-class technology to the federal government. Providing a streamlined avenue for agencies to acquire Adobe technology through category management will improve the acquisition and management of the proposed solutions.

Solution 1 — Adobe enterprise digital rights Category management

The Adobe Enterprise Digital Rights Management Bundle provides a DRM solution to documents allowing only people with specific credentials the ability to apply persistent protection to sensitive documents and information. With this level of dynamic protection you can revoke and change permissions within a document regardless of document location and you can protect against potential fraudulent activity. In addition, you can perform certificate based digital signatures on PDF documents when used with Acrobat*.

SKU	Description	List Price	GSA Price	Discount Level 1 >$5M Annual Spend*	Discount Level 2 >$15M Annual Spend*	Discount Level 3 >$20M Annual Spend*
210T-1423-DRM1	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 1: Up to 1,000 Users	$405,600.00	$367,623.29	8%	15%	30%
210T-1423-DRM2	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 2: Up to 5,000 Users	$625,600.00	$567,023.29	8%	15%	30%
210T-1423-DRM3	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 3: Up to 10,000 Users	$1,251,200.00	$1,134,046.58	8%	15%	30%
210T-1423-DRM4	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 4: Up to 25,000 Users	$2,777,400.00	$2,517,343.16	8%	15%	30%
210T-1423-DRM5	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 5: Up to 50,000 Users	$5,554,800.00	$5,034,686.32	8%	15%	30%

Adobe Consulting Services are required with the purchase of each bundle listed above. The recommended number of hours per bundle are listed below.

- 210T-1423-DRM1 – Up to 165 Hours
- 210T-1423-DRM2 – Up to 330 Hours
- 210T-1423-DRM3 – Up to 330 Hours
- 210T-1423-DRM4 – Up to 490 Hours
- 210T-1423-DRM5 – Up to 670 Hours

Please note: the hours listed above are estimates. Each agency may require more or less hours depending on project scope. All service items are available to the government at the GSA Schedule Price.

*Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency reaches annual spend of $5,000,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of $15,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of $20,000,000.00

Annual spend is calculated based on the total aggregate purchases made by any combination of sub agencies that fall underneath a parent agency in a 12 month period. The 12 month Period, or annual spend, is calculated based on the Adobe Fiscal Year which begins on December 1st. A full listing of eligible parent and sub agencies can be found on OPM.gov located HERE.

In addition to the bundle pricing and discounts offered in the chart above, Carahsoft would like to offer the government additional discounts for all Adobe Experience Manager and Analytics software available on the GSA Schedule. Upon the purchase of any bundle listed above the ordering agency will receive 7% off any additional** Adobe Term licenses. The initial period of performance for all eligible Adobe Term Licenses purchased will be 12 months. In the event an ordering organization should require a custom or pro-rated period of performance, we will work with the agency on a per opportunity basis. The additional 7% discount for add on licenses will be offered so long as ordering agency has an active DRM Bundle Term License.

We are dedicated to providing the Enterprise Digital Rights Management solution to all federal agencies regardless of agency size. The Adobe team welcomes the opportunity to support any ordering organization that may require less than 1,000 users and custom configurations may be discussed on a per opportunity basis.

Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with Carahsoft or an authorized Adobe/Carahsoft reseller.

*Bundle requires supported version of Acrobat to be installed

**Additional discounts limited to Adobe Experience Manager and Analytics Software only, excludes services and training.

Adobe Digital Rights Management Bundle - Breakout

Product Description	1,000 Users Qty	5,000 Users Qty	10,000 Users Qty	25,000 Users Qty	50,000 Users Qty
Adobe Experience Manager Forms 6.2 – On Premise Term - Per Core - 12 Months	2	2	4	8	16
Adobe Experience Manager Document Security 6.2 – On Premise Term Minimum 1000 Recipients - Per Recipient - 12 Months	1,000	5,000	10,000	25,000	50,000
Adobe Insight Client License Per Named User (12 Month Term License)	1	1	2	4	8
Adobe Insight Reporting License - Per Server Add On (Min. Insight Purchase Required) (12 Month Term License)	1	1	2	4	8
Adobe Insight Data Transformation Functionality - License - Per Server (12 Month Term License)	1	1	2	4	8
Adobe Insight Sensor License - Per Web Server (Min. Insight Purchase Required) (12 Month Term License)	1	1	2	4	8
Adobe File Server Unit (FSU) License - Per Server (12 Month Term License)	1	1	2	4	8
Adobe Data Processing Unit (DPU) License - Per Server (Up To 500 Gb) (12 Month Term License)	1	1	2	4	8

Solution 2 — Adobe Electronic Signatures category management

Adobe Sign

Adobe Sign is licensed in two ways: by signature transaction and by seat. The discounts below apply to either licensing model.

Pricing for the following Adobe Sign products purchased shall be in accordance with the established GSA price list/rate less the applicable guaranteed minimum discount percentages specified in the table below. Current GSA SKU's and licensing models for Sign eligible for discounts listed below are;

Licensing Model: Per Seat/User

SKU	Description	List Price	GSA Price
210-7041-ES	Adobe Document Cloud for Enterprise - Premium eSign Services P2 - Per Seat - Purchase Min 5 Seats Req (300 Transactions per Seat Included) - 12 Months	$540.00	$527.76

Licensing Model: Per Transaction

SKU	Description	List Price	GSA Price
210-7041-T	Adobe Document Cloud for Enterprise - Premium eSign Services P2 - Per Transaction 1-300 Transaction Purchase Req (Existing eSign Account Required) - 12 Month	$540.00	$527.76

Discounts are offered on a per total order basis as outlined in the table below:

Tier	Order Transaction Amount	Discount from GSA
Tier 1	$25,000.00 - $75,000.00	2%
Tier 2	$75,000.01 - $125,000.00	4%
Tier 3	$125,000.01 - $200,000.00	6%
Tier 4	$200,000.01 - $500,000.00	8%
Tier 5	$500,000.01 +	10%

*Discounts are not cumulative.

Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with Carahsoft or an authorized Adobe/Carahsoft reseller.

ATTACHMENT IV B – U.S. Government Nutanix FITARA Addendum

Introduction

This Federal Supply Schedule Addendum supplements GSA Federal Supply Schedule Contract Number GS-35F-0119Y between Carahsoft Technology Corporation and the General Services Administration.

The Nutanix Hybrid Cloud Infrastructure Category Management Offering addresses requirements of the Data Center Optimization Initiative (DCOI) established in OMB Memorandum M-16-19, and fulfills the data center requirements of the Federal Information Technology Acquisition Reform (FITARA).

Federal customers to date have selected configurations of Nutanix software, hardware and maintenance across 42 different configurations and 1,000s of individual part numbers. Our goal here is to offer incentives in the form of solutions of the Nutanix software, hardware and maintenance bought 90% of the time with full capabilities to build a hybrid cloud infrastructure. We also considered which of these configurations purchased line up consistently with what type of deployment, labeling each solution as such.

Incentives:

To enable agencies to quickly stand up Hybrid Cloud Infrastructure and incent them to leverage lessons learned from other agencies that have built Shared Services with Nutanix. Carahsoft and Nutanix are offering four types of Hybrid Cloud Infrastructure solutions and are described in detail with corresponding incentives offers for each:

- Hybrid Cloud Infrastructure Pilot/Micro Agency Solution (Solution 1)
- Hybrid Cloud Infrastructure Base Solutions (Solutions 2-4)
- Hybrid Cloud Infrastructure Scale out Solutions (Solutions 5-8)
- Hybrid Cloud Software Defined Datacenter Solutions (Solutions 9-10)

SOLUTION 1 Hybrid Cloud Infrastructure Pilot/Micro Agency Solution

Description: Hybrid Cloud Infrastructure Pilot/Micro Agency Solution

Ideal agency investment to prove out Hybrid Cloud infrastructure, train administrators & have an entry point at minimum cost for pilots or micro agencies. Quantity one would be offered per agency/micro agency. Nutanix would also provide specific to workloads: test plans, summary of expected outcomes, federal customer references and a total cost of ownership economic study.

1. **Solution 1:** Hybrid Cloud Infrastructure Base Solution - Nutanix Initial Pilot/Micro Agency

SKU	DESCRIPTION	LIST PRICE	GSA PRICE	Offer Price
422-HC-PLT-SLN	Solution 1: Hybrid Cloud Infrastructure Base Solution - Nutanix Initial Pilot/Micro Agency	$164,960.62	$153,460.85	$81,242.66

SOLUTIONS 2-4 Hybrid Cloud Infrastructure Base Solutions

Description: Hybrid Cloud Infrastructure Base Solutions

Hybrid Cloud Infrastructure Base Solutions with full Nutanix Hybrid Cloud Infrastructure capabilities 75% configured with descriptions that align with initial deployment strategy. Nutanix will offer this cumulative per year volume incentive per agency, starting over annually. Carahsoft will track and report on agency by agency consumption. Nutanix would be

interested in advice to incent government Shared Service centers.

2. **Solution 2:** Hybrid Cloud Infrastructure base Solution - Nutanix Enterprise Block
3. **Solution 3:** Hybrid Cloud Infrastructure base Solution - Nutanix Branch Office Block
4. **Solution 4:** Hybrid Cloud Infrastructure base Solution - Nutanix High Performance Flash Block

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4	Discount Level 5	Discount Level 6	Discount Level 7
422-HC-B-ENT-SLN	Solution 2: Hybrid Cloud Infrastructure Base Solution - Nutanix Enterprise Block	$225,305.74	$209,635.52	$203,376.78	$202,437.65	$200,559.39	$198,681.14	$186,083.36	$184,205.10	$181,387.72
422-HC-B-BRANCH-SLN	Solution 3: Hybrid Cloud Infrastructure Base Solution - Nutanix Branch Office Block	$96,240.99	$89,530.56	$86,863.62	$86,479.63	$85,711.65	$84,943.67	$78,125.57	$77,357.59	$76,205.62
422-B-FLASH-SLN	Solution 4: Hybrid Cloud Infrastructure Base Solution - Nutanix High Performance Flash Block	$523,995.56	$487,682.63	$473,062.67	$470,727.78	$466,057.99	$461,388.20	$444,603.14	$439,933.35	$432,928.67

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency purchases 1 solution each year
- Level 2 Discount Level is reached when parent agency purchases 2-5 total solutions each year
- Level 3 Discount Level is reached when parent agency purchases 6-10 total solutions each year
- Level 4 Discount Level is reached when parent agency purchases 11-20 total solutions each year
- Level 5 Discount Level is reached when parent agency purchases 21-40 total solutions each year
- Level 6 Discount Level is reached when parent agency purchases 41-99 total solutions each year
- Level 7 Discount Level is reached when parent agency purchases 100+ total solutions each year

See Workload Sizing Guide matrix below for the Solution number applied to enterprise workloads that are linear scalable. Therefore, multiples of sizing metrics can be matched to agency requirements per workload type to calculate ROMs. All sizing must be validated by Nutanix SEs, so workload mix on a single Nutanix Hybrid cloud infrastructure is considered.

SOLUTIONS 5-8 Hybrid Cloud Infrastructure Scale out Solutions

Description: Hybrid Cloud Infrastructure Scale out Solutions

Hybrid Cloud Infrastructure Scale out Solutions with full Nutanix hybrid cloud infrastructure capabilities 100% configured with descriptions that align with scale out deployment strategy. Nutanix will offer this cumulative per year volume incentive per agency, starting over annually. Carahsoft will track and report on agency by agency consumption. Nutanix would be interested in advice to incent government Shared Service centers.

5. **Solution 5:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix Cold Storage Block
6. **Solution 6:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix Enterprise Block
7. **Solution 7:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix Branch Office Block
8. **Solution 8:** Hybrid Cloud Infrastructure Scale out Solution - Nutanix High Performance Flash Block

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4	Discount Level 5	Discount Level 6	Discount Level 7
422-HC-SO-C-STOR-SLN	**Solution 5** Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Cold Storage Block	$91,410.54	$85,044.56	$82,508.68	$82,136.40	$81,391.82	$80,647.24	$74,806.60	$74,062.03	$72,945.16
422-HC-SO-ENT-SLN	**Solution 6** Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Enterprise Block	$314,851.08	$292,959.55	$284,210.40	$282,890.76	$280,251.48	$277,612.20	$260,612.75	$257,973.47	$254,014.55
422-HC-SO-BRANCH-SLN	**Solution 7** Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Branch Office Block	$191,651.84	$178,328.29	$172,999.82	$172,191.93	$170,576.16	$168,960.39	$158,981.90	$157,366.13	$154,942.48
422-HC-SO-FLASH-SLN	**Solution 8** Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix High Performance Flash Block	$1,002,953.80	$933,507.02	$905,495.87	$900,960.76	$891,890.56	$882,820.35	$856,174.52	$847,104.31	$833,499.00

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency purchases 1 solution each year
- Level 2 Discount Level is reached when parent agency purchases 2-5 total solutions each year
- Level 3 Discount Level is reached when parent agency purchases 6-10 total solutions each year
- Level 4 Discount Level is reached when parent agency purchases 11-20 total solutions each year
- Level 5 Discount Level is reached when parent agency purchases 21-40 total solutions each year
- Level 6 Discount Level is reached when parent agency purchases 41-99 total solutions each year
- Level 7 Discount Level is reached when parent agency purchases 100+ total solutions each year

SOLUTIONS 9-10 Hybrid Cloud Software Defined Datacenter Solutions

Description: Hybrid Cloud Software defined datacenter

Hybrid Cloud Software defined datacenter and Tactical platforms with Nutanix Hybrid Cloud Infrastructure capabilities, applicable to a strategy where it is ideal to source validated and Nutanix supported hardware infrastructure separately from the Nutanix software. Nutanix would consider cumulative per year volume incentive, starting over annually.

9. **Solution 9:** Hybrid Cloud Software defined datacenter Solution – 4 node software only enterprise
10. **Solution 10:** Hybrid Cloud Tactical infrastructure software Solution – 8 node software only tactical

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4
422-HC-SW-TACT-SLN	**Solution 9** Hybrid Cloud Software defined datacenter Solution	$81,600.00	$79,967.76	$74,419.20	$73,603.20	$72,787.20	$71,563.20
422-HC-SW-SSERV-SLN	**Solution 10** Hybrid Cloud Tactical Infrastructure Software Solution	$163,200.00	$159,935.52	$148,838.40	$147,206.40	$145,574.40	$143,126.40

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency reaches annual spend of $500,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of $1,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of $2,000,000.00
- Level 4 Discount Level is reached when parent agency reaches annual spend of $5,000,000.00

Sizing is specific to Nutanix partner hardware platforms and available upon request from Nutanix systems engineers. All Nutanix validated and supported partner hardware platforms build and deploy systems by node count. Eight and four node solutions were selected because that is the full scale out configuration of the individual partner hardware platforms for enterprise and tactical solutions.

Nutanix Software capabilities that are included with each of the solutions to enable the Nutanix Hybrid Cloud infrastructure regardless of whether the hardware is procured from Nutanix or separately from a Nutanix certified and supported hardware vendor:

Webscale hyper converged architecture, Nutanix Acropolis application mobility fabric, Acropolis distributed storage fabric, PRISM Enterprise management, Acropolis hypervisor, Acropolis file services, Acropolis block services, Acropolis Container services, Nutanix Cloud Connect, Shared Service self-service portal, data locality, data tiering, compression, de-duplication, security hardening, security control monitoring, security control breach automated remediation, NIST security control documentation for ATO, 1 year HW and SW maintenance including all software updates with 24x7x365 phone support - 4 hr response with non-returned disk service.

ATTACHMENT IV C - U.S. Government VERITAS FITARA Addendum

Introduction
Veritas Enterprise Data Management empowers government departments, on the federal and local level, to combine key capabilities from a family of solutions that reduces complexity, streamlines operations, and empowers agencies to recognize enormous business value.

With Veritas Enterprise Data Management solutions, federal agencies can have the insight and availability they need to understand what information they have, know how to keep it protected, and realize what they should delete. This leads to the best possible return on information (ROI): the ability to gain better visibility and insight into unstructured data and to control, store, and protect citizen information.

SOLUTIONS Enterprise Data Management Solutions

Carahsoft will provide the following Veritas Enterprise Data Management Solutions through the GSA Schedule at the following discount options.

Product Family	Description/Business Value
360 DATA MANAGEMENT	Veritas 360 Data Management offerings provide data visibility, compliance readiness, business continuity, data protection and recoverability, while maintaining data/workload portability and storage optimization All product SW/HW components are included *See Bundle Information on page
DATA INSIGHT	Veritas Data Insight helps organizations improve unstructured data governance to reduce costs, reduce risk, and achieve compliance through actionable intelligence into data ownership, usage, and access controls All product SW components
EDISCOVERY	From ECA and keywords to concepts and TAR, Veritas' eDiscovery Platform provides the ultimate analysis toolkit for isolating potentially relevant items, revealing context, and prioritizing what's most important 8100/8200 APPLIANCES, Collector SW all included
EV 247	EV 247 frees customers from the overheads of owning, running, or managing email and file archives by leveraging Microsoft Azure cloud platforms, powered by the world's leading archiving technology. This is a cloud platform, software archiving solution, and managed service all in one All product SW components, cloud storage, and management fees are included
INFOSCALE	Veritas InfoScale minimizes downtime by providing high availability and disaster recovery over any distance for your critical business services, including individual databases, custom applications, and complex multitier applications across physical and virtual environments All product SW components included

Enterprise Data Management Platform – Aggregate (Both Product & Services) Agency Spend with Initial Enterprise Support and Service Option from Below	**Discount Level 1 >$3M Annual Spend***	**Discount Level 2 >$8M Annual Spend***	**Discount Level 3 >$15M Annual Spend***
	2%	5%	10%

One of the following Veritas Consulting Services are strongly recommended with the purchase of each product family listed above. The Service Descriptions and recommended number of hours per family is listed below:

Service Option	Service Personnel	Service Description
1	Business Critical Services Assist (BCS) – Proactive Product Account Management	Business Critical Services (BCS) Assist. Provides a designated, accountable Business Critical Coordinator (BCC) to oversee, support delivery, and assist with case management and escalations during local business hours for rapid response, priority queuing, helps ensure preventable issues don't recur (through quarterly reporting), and that solutions and recommendations are documented for future reference.
2	Remote Product Specialist (RPS) - On-Call, Dedicated Specialist	Remote Product Specialists (RPS). Get your mission critical application up and running as quickly as possible in the event of an issue or an unplanned outage. Includes an assigned, advanced level product expert to personalize your support experience and ensure priority call queuing.
3	On-Site Business Critical Engineer (BCE) - On-Site Resource	A Business Critical Engineer (BCE). Optimizes the Veritas environment. The BCE can minimize downtime by identifying potential issues before they impact performance and help optimize solutions so that each product feature is used fully to maximize the value from your software investment

Recommended Minimum by Discount Level – Services Only

		Recommended Service Options		
Aggregate Revenue for Agency	**Services Discount Level**	**BCS**	**RPS**	**BCE Consultant FTE = 2040 hrs**
$0 - $8M	Discount Level 1 (2%)	1 / per product	1/ per product	500 Hours
$8M - $15M	Discount Level 2 (5%)	1 / per product	1 / per product	1,020 Hours
>$15M	Discount Level 3 (10%)	2 / per product	2 / per product	2,040 Hours

SUPPORT SKUs for NetBackup

For any agency with NetBackup currently installed or with the initial purchase of NetBackup, premier services offerings are available through the following bundles on the Carahsoft GSA. Offered skus are inclusive of Netbackup licensing, estimated service hours below, and either a SW or HW based Netbackup appliance.

As a rule of thumb, Veritas and Carahsoft recommend the following estimates of service hours in support of our software installations. These estimates are based on Front End TB count of the backup environment:

- < 100TB – 80 hours
- 101-250TB – 120 hours
- 250-500TB – 180 hours
- > 500TB – 240 hours

Please note: the hours listed above are estimates. Each agency may require more or less hours depending on project scope. All service items are available to the government at the full GSA Schedule price.

Per Agency Aggregate Spend Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following:

- Level 1 Discount Level is reached when parent agency reaches annual spend of $3,000,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of $8,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of $15,000,000.00

Annual spend is calculated based on the total aggregate purchases made by any combination of sub agencies that fall underneath a parent agency in a 12 month period. The 12 month Period, or annual spend, is calculated based on the ***Veritas Fiscal Year which begins on April 1st***. A full listing of eligible parent and sub agencies can be found in the Appendix.

The initial period of performance for all support/maintenance contracts that come with eligible Veritas Licenses purchased will be 12 months. In the event an ordering organization should require a custom or pro-rated period of performance, we will work with the agency on a per opportunity basis.

We are dedicated to providing the Enterprise Data Management solutions to all federal agencies regardless of agency size. The Veritas team welcomes the opportunity to support any ordering organization that may require less than 1,000 users and custom configurations may be discussed on a per opportunity basis.

Discounts cannot be combined with discounts offered on existing Blanket Purchase Agreements or contracts that an agency may have in place with Carahsoft or an authorized Veritas/Carahsoft reseller.

For the full pricelist table please use the following link:
https://www.carahsoft.com/application/files/4615/4418/8823/VERITAS_TC_TABLE.pdf

ATTACHMENT V – Approved IT Manufacturers

Approved IT Manufacturers:

Please reference GSA eLibrary:

https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-35F-0119Y&contractorName=CARAHSOFT+TECHNOLOGY+CORPORATION&executeQuery=YES

ASHTABULA COUNTY
ADDENDUM

This Addendum is hereby incorporated into the Purchase Agreement (the "Agreement") between Ashtabula County (the "Purchaser") and DocuSign Government at Carahsoft (the "Seller") dated December 8, 2022. The Parties agree as follows:

1. Disputes: If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Seller and Purchaser within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Seller and Purchaser shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them. The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes within a reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation. During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.

2. Choice of Law/Venue: All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula Purchaser, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

3. Incorporation/Precedence: The following documents collectively constitute the Agreement, are incorporated herein by reference, and, in the case of any conflict or ambiguity, the order of precedence between the documents shall be as follows: 1) this Addendum; 2) Carahsoft Rider to Manufacturer End User License Agreements; 3) Carahsoft General Services Administration Contract Number 47QSWA18D008F; 4) Docusign, Inc. Corporate Subscriber Terms and Conditions; 5)DocuSign Government at Carahsoft Quotation dated December 8, 2022. All references to the "U.S. Government"

or the "Government" or "End User" in such documents shall be construed to apply to Purchaser.

Agreed upon and accepted by:

DocuSign Government at Carahsoft:

Signature: Kristina Smith
Print Name: Kristina Smith
Title: Contracts Director

Board of County Commissioners, Ashtabula County, Ohio

Signature: _____ 1/19/2023
Commissioner date

Signature: _____ 1/19/2023
Commissioner date

Signature: _____ 1/19/2023
Commissioner date

Approved as to Legal Form:

_____ Date: _____
Colleen M. O'Toole,
Ashtabula County Prosecutor

Matrix Number 2021-LRI-0013

Reviewed by: Matthew J. Hebebrand on December 29, 2022

Government - Price Quotation

DocuSign

DocuSign Government at Carahsoft

carahsoft.

11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO:	David Thomas Ashtabula County 2505 S Ridge Rd E Ashtabula, OH 44004 USA	FROM:	Sarah E. Williams DocuSign Government at Carahsoft 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190
EMAIL:	djthomas@ashtabulacounty.us	EMAIL:	Sarah.Williams@carahsoft.com
PHONE:	(440) 576-3783	PHONE:	(571) 662-3386 FAX: (703) 871-8505

TERMS:
GSA Schedule No: 47QSWA18D008F
Term: August 22, 2018 - August 21, 2023
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO:	37028155
QUOTE DATE:	12/08/2022
QUOTE EXPIRES:	01/20/2023
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$27,773.40
TOTAL QUOTE:	$27,773.40

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	-	QTY	EXTENDED PRICE
1	APT-0463-120	DocuSign Enterprise Pro Edition - Envelope Subs. DocuSign, Inc. - APT-0463 Start Date: 01/20/2023 End Date: 01/19/2024	$5.4607	GSA	4000	$21,842.80
2	APT-0459-	Onboarding Services DocuSign, Inc. - APT-0459 Start Date: 01/20/2023 End Date: 04/20/2023	$1,125.00	OM	1	$1,125.00
3	4987-120-43	Enterprise Premier Support 22% of Recurring Fees (22% of List Price per $100 of List License Fees) DocuSign, Inc. - APT-0148 Start Date: 01/20/2023 End Date: 01/19/2024	$4,805.60	GSA	1	$4,805.60
		SUBTOTAL:				$27,773.40
					TOTAL PRICE:	**$27,773.40**
					TOTAL QUOTE:	**$27,773.40**

DocuSign

DocuSign Government at Carahsoft

11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

carahsoft.

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE

Product Details
eSignature Envelope Allowance: 4,000

Overage/Usage Fees
eSignature Enterprise Pro Edition - Envelope Subs. (Per Transaction): $8.80

Onboarding Services will expire if not used within 90 days of the product start date.
Customer must reference Quote number on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription and support pricing will be in accordance with DocuSign's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Licensee agrees that any order for DocuSign will be governed by the terms and conditions of the Carahsoft Docusign Service Agreement copies of which are found at https://www.carahsoft.com/Eula/DocuSign and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the EULA, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Should the customer purchase any version of DocuSign's IL-4 licensing the below terms will apply.

Reference the Memorandum previously provided to DISA Authorizing Official (dated March 27, 2021) detailing the Provisional Authorization (PA) granted by DISA, exceptions to/exclusions from the PA, and conditions DocuSign is required to meet in order to maintain the PA.
DocuSign is not yet authorized to connect to NIPRnet. Customer acknowledges that as of the Order Start Date, DocuSign does not have a BCAP connection to NPIRnet. Therefore, as a result, if Customer does not currently have DISA approval to forego the BCAP connection to NIPRnet:
- Customer will not use any DocuSign DoD/IL-4 products in production without a BCAP connection (or DISA approval);
- Customer will not host, store or transmit production data in the IL4 environment without a BCAP connection to NIPRnet or a documented exception from DISA per to use DocuSign products while forgoing the BCAP;
- Customer agrees not to use any DocuSign DoD/IL-4 products to connect to any DocuSign environment via a non BCAP end point without a documented exception from DISA to use DocuSign products while forgoing the BCAP;
- Customer is responsible for any customer data sent to third party applications (regardless of whether third party applications are IL-4 certified).
Enterprise Premier Support for IL-4 customers is available from 9:00am - 8:30pm Eastern Standard Time.

DocuSign
111 Sutter Street
Suite 1000
San Francisco, CA 94104
(866) 219-4318
www.docusign.com

Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)

1. **Scope.** This Carahsoft Rider and the Manufacturer End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

2. **Applicability.** The terms and conditions in the attached Manufacturer EULA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft' s contract #GS-35F-0119Y, including, but not limited to the following:

(a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

(b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.

(c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

(d) **Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering

Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

(e) **Termination.** Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

> Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court.

(f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

(h) **Assignment. All** clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.

(i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.

(j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) **Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

(l) **Renewals.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

(m) **Future Fees or Penalties.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

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

(o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

(p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.

(q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

(r) **Limitation of Liability: Subject to the following:**

> Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) **Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

DOCUSIGN, INC.
CORPORATE SUBSCRIBER TERMS AND CONDITIONS
v121008

These Terms and Conditions are incorporated by this reference into the Order Form (collectively referred to as the "Agreement") entered into by DocuSign, Inc. ("DocuSign") and the customer identified in the Order Form ("Subscriber").

1. DEFINITIONS

"Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service and, where applicable, other DocuSign Products.

"Authorized User" means any employee of Subscriber, identified by a unique email address and user name, who is registered under the Account; provided that no two persons may register or use the Subscription Service as the same Authorized User.

"Consulting Services" means any additional professional services to be delivered by DocuSign, such as integration consulting or assistance, custom development, training, and transition services, that are set forth in an Order Form or Work Order as described in Section 15.

"DocuSign API" means the application programming interface that supports interoperation of applications with the Subscription Service.

"DocuSign Products" means the products and services identified on an Order Form, which may include the Subscription Service, the Repository Services, the Consulting Services and any other DocuSign offerings.

"eContract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for Processing using the Subscription Service.

"Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.

"Order Form" means a standard DocuSign order form or any other document separately and specifically approved by DocuSign that describes the DocuSign Products to be purchased by Subscriber and is signed by both parties.

"Personal Data" means any of the following: (a) nonpublic personally identifiable information, including driver's license numbers, national identification numbers such as social security account numbers, credit card numbers, digital identity certificates; (b) personally identifiable financial information regarding a consumer (i) provided by a consumer to a financial institution, (ii) resulting from any transaction with the consumer or any service performed for the consumer by a financial institution, or (iii) otherwise obtained by the financial institution, including any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any nonpublic personal information; (c) personally identifiable medical or health-related information.

"Process" means any operation or set of operations performed upon Subscriber's data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Repository Services" means the Contract Repository or eVaulting Services, each as defined in the Terms and Conditions for Repository Services (available at http://www.docusign.com/company/terms-and-conditions/eoriginal/v121005), that are made the subject of an Order Form.

"Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at http://docusign.com/company/specifications.

"Subscription Service" means DocuSign's on-demand electronic signature service, which provides online display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet.

"System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service.

"Term" means the period of effectiveness of this Agreement, as described in more detail in Section 9 below.

"Transaction Data" means the metadata associated with an Envelope and maintained by DocuSign for the purpose of establishing a digital audit trail, such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs.

2. THE SUBSCRIPTION SERVICE

2.1 During the Term and subject to these Terms and Conditions, DocuSign will provide the Subscription Service in accordance with the Specifications, and Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service. The right to use the Subscription Service is: (a) limited to its Authorized Users (accordingly, Subscriber may not resell or otherwise provide or assist with the provision of the Subscription Service to any third party); and (b) conditioned on Subscriber's acknowledgement and agreement with the following:

i) Nothing in this Agreement will be construed to make DocuSign a party to any eContract, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract;

ii) DocuSign maintains no control of or access to the contents of any eContract, and so the content, quality, and format of any eContract is at all times in the exclusive control and responsibility of Subscriber;

iii) If Subscriber elects to use optional features designed to verify the identity of the intended recipient of an eContract ("Authentication Measures"), DocuSign will apply only those Authentication Measures (if any) selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure and further, assumes no liability for the inability or failure by the intended recipient or other party to satisfy the Authentication Measure or to circumvent it;

iv) Certain types of agreements and documents are excepted from electronic signature laws, such that they cannot be legally formed by electronic signatures, and additionally, various agencies may have promulgated specific regulations that apply to electronic signatures and electronic records. DocuSign assumes no responsibility to determine whether any particular eContract is an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures;

v) Subscriber is solely responsible for making available to third parties (including all parties to its eContracts) all contracts, documents, and other records required by applicable law, including, without limitation, electronic signature laws and other laws that may require records relating to a transaction to be retained or made accessible for a certain period of time;

vi) Certain laws or regulations impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign assumes no responsibility to: (A) determine whether any particular transaction involves a consumer; (B) furnish or obtain any such consents or to determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or to update or correct any information or disclosures currently or previously given; (E) provide any such copies or access except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and

vii) Subscriber expressly undertakes to determine whether any consumer is involved in any eContract presented by its Authorized Users for Processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation.

3. SUBSCRIPTION PLANS AND USAGE PRICING

3.1 The pricing, features and options of the DocuSign Products selected by Subscriber are set forth in the Order Form. The Subscription Service is sold on a subscription basis and may be limited by usage ("Envelope Allowance"), or by the number of Authorized Users ("Seats"), or both. Optional features, such as Authentication Measures or fax-back services, may be purchased on a periodic or per-use basis.

3.2 If Subscriber selects an **Envelope Allowance Subscription,** then Subscriber is allowed to send the number of Envelopes in the Envelope Allowance specified in the Order Form during the Term. All Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge that will be invoiced within 30 days of the date first incurred. The total number of Envelopes used is based on the sum of all Envelopes that have been sent for signature or for certified delivery from the Account. An Envelope will be deemed consumed at the time it is sent by an Authorized User, whether or not it has been received by the recipients or the recipients have performed any actions upon any eContract in the Envelope.

3.3 If Subscriber selects a **Seat Subscription,** then Subscriber is allowed to manually send Envelopes from the number of Seats specified in the Order Form during the Term. A Seat is defined as a natural person manually preparing and sending Envelopes, and excludes the Processing of Envelopes using automated batch or bulk sending operations, or the use of the

DocuSign API for sending Envelopes. If the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome (indicating automated Processing), DocuSign will promptly notify Subscriber and the parties will review the use-case scenario as well as any continued monitoring and additional Seats that may be required to be purchased. The number of Seats is determined by the total number of active Authorized Users listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. The addition by Subscriber of more Authorized Users than the number of Seats purchased in an Order Form will result in an additional charge for one Seat per additional Authorized User for the remainder of the Term, to be invoiced immediately.

4. ADDITIONAL SUBSCRIBER RESPONSIBILITIES

4.1 Subscriber agrees that it will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization, it being understood that the term "unsolicited mass mailings" includes all statutory and other common definitions, including all Commercial Electronic Marketing Messages as defined in the U.S. CAN SPAM Act.

4.2 Subscriber agrees that it is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, written or audible communications of any nature submitted by any Authorized User or otherwise Processed through its Account.

4.3 Subscriber further agrees not to use or permit the use of the Subscription Service: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts Processed through the Subscription Service); (c) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere in any way with the use or enjoyment of the Subscription Service by others; or (d) in any way that constitutes or encourages conduct that could constitute a criminal offense.

4.4 Although DocuSign does not monitor the content Processed through the Subscription Service, DocuSign may at any time suspend any use of the Subscription Service and/or remove or disable any content as to which DocuSign reasonably and in good faith believes is in violation of this Agreement. DocuSign agrees to provide Subscriber with notice of any such suspension or disablement before its implementation unless such suspension or disablement is necessary to comply with legal process or prevent imminent harm to DocuSign's System, the Subscription Service or any third party, in which case DocuSign will notify Subscriber of such suspension or disablement as soon as reasonably practicable thereafter.

5. INTELLECTUAL PROPERTY AND TRADEMARK LICENSE

5.1 DocuSign is the owner of various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in this Agreement, DocuSign does not license or transfer to Subscriber or any Authorized User or other third party any of DocuSign's technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSign's technology and intellectual property will remain solely with DocuSign. Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from or about any of the DocuSign Products or DocuSign's technology. DocuSign agrees that data and information provided by Subscriber under this Agreement shall remain, as between Subscriber and DocuSign, owned by Subscriber.

5.2 DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services. Details of this trademark license are available at: http://www.docusign.com/trademark-license.

6. CUSTOMER SUPPORT

DocuSign will provide customer support to Subscriber in accordance with the package that is identified on the Order Form, as further detailed at http://www.docusign.com/products/support-plans.

7. eCONTRACT STORAGE AND DELETION

7.1 DocuSign will store in accordance with the Specifications all completed eContracts sent by Subscriber until the termination or expiration of the Agreement, unless otherwise directed by Subscriber. Copies of stored eContracts may be retrieved by Subscriber at any time during that period, provided that following the expiration or termination of the Agreement, Subscriber may

request DocuSign's assistance in retrieving completed eContracts still remaining on the System pursuant to the transition services terms described in Section 9.4.

7.2 Prior to the expiration or termination of this Agreement, Subscriber may elect to purchase post-expiration or post-termination storage services for their completed eContracts. Where Subscriber opts not to purchase storage services, all copies of eContracts may be deleted by DocuSign without prior notice after the period available for transition services has expired pursuant to the terms described in Section 9.4. Subscriber may, at its option and wholly at Subscriber's risk, direct that any eContract be deleted at a time stated by Subscriber and prior to the end of the Term.

7.3 DocuSign may at its sole discretion delete an uncompleted eContract from the System immediately and without notice upon earlier of: a) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or b) expiration of the Term.

7.4 DocuSign will retain the Transaction Data permanently, provided that any Transaction Data that constitutes Confidential Information of Subscriber will at all times maintain that status and DocuSign will comply with its obligations in Section 13.

8. FEES AND PAYMENT TERMS

8.1 Subscriber will pay DocuSign the amounts set forth in each Order Form. An Order Form is not binding until it is executed by both DocuSign and Subscriber, at which point it will be deemed to be incorporated into this Agreement. Unless otherwise specified in an applicable Order Form, the first invoice will be submitted to Subscriber within 30 days after the Order Start Date, and Subscriber will pay all amounts due within 30 days of the date of the applicable invoice.

8.2 If Subscriber's usage under an Envelope Allowance Subscription exceeds the Envelope Allowance prior to the end of the Term, the unpaid balance of the Order Form for such Envelope Allowance Subscription shall become immediately due and payable.

8.3 Any undisputed amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including reasonable attorneys' fees) incurred by DocuSign to collect any undisputed amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under this Agreement may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. All amounts payable under this Agreement are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars.

8.4 **Taxes**. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, and other governmental charges (collectively, "taxes") resulting from this Agreement or transactions conducted in relation to this Agreement or the DocuSign Products. If a tax is imposed on DocuSign by a jurisdiction outside the United States, Subscriber will not be obligated to bear that tax to the extent: (a) the tax is allowable as a credit against the United States federal income taxes of DocuSign; (b) Subscriber reduces such tax to the extent possible, giving effect to the applicable Income Tax Convention between the United States and other jurisdictions; and (c) Subscriber furnishes DocuSign with such evidence as the United States taxing authorities may require to claim the credit. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with this Agreement as if the taxes did not exist.

9. TERM AND TERMINATION

9.1 **Term**. Unless sooner terminated as stated below, and subject to Section 17 with respect to Work Orders (as defined below), the effectiveness of this Agreement will commence upon the Order Start Date and will continue for the term specified on the Order Form (the "Term").

9.2 **Termination for Cause.** If either party commits a material breach or default in the performance of any of its obligations under this Agreement, then the other party may terminate this Agreement by giving the defaulting party written notice of termination if the material breach or default in performance is not cured within 30 days after the defaulting party receives notice thereof. Without limiting the foregoing, any failure by Subscriber to timely pay to DocuSign any amounts owing under this Agreement will constitute a material breach of this Agreement. If Subscriber fails to timely pay any amounts due for services to be performed by DocuSign, then without limitation to any of its other rights or remedies, DocuSign may suspend performance of such services until it receives all amounts due.

9.3 **Post-Termination Obligations.** If this Agreement expires or is terminated for any reason: (a) Subscriber will pay to DocuSign any amounts required to be paid under this Agreement that have accrued prior to, and remain unpaid as of, the date of

termination or expiration (including Subscription fees, which become due upon termination of this Agreement as set forth in an Order Form, and any one-time or recurring fees through the end of the billing cycle in which termination occurs); (b) any and all liabilities accrued prior to the effective date of the termination will survive; (c) Subscriber will destroy all copies of DocuSign software, documentation, and materials within five business days of such termination, and immediately thereafter, if requested by DocuSign, provide DocuSign with a written certification signed by an authorized Subscriber representative certifying that all copies of software, documentation, and materials have been destroyed; (d) licenses to use DocuSign software and the provision of DocuSign services will immediately end; and (e) the parties' rights and obligations under Sections 1, 7.4, 9.3, 9.4, 10.3, and 11 through 14 will survive.

9.4 **Transition Services**. Upon expiration or termination of this Agreement for any reason, at Subscriber's request and at DocuSign's then-current standard professional services rates plus expenses, DocuSign shall provide reasonable transition services for a period not to exceed 90 days to assist Subscriber in moving Subscriber's data to another provider or exporting eContracts to external media. As part of such transition services, DocuSign shall at a minimum transfer, and cause any of its independent contractors to transfer, all data and electronic files associated with the Subscription Service. At its then-current standard professional services rates, DocuSign shall at Subscriber's request further cooperate with Subscriber in the development of a transition plan and shall use reasonable efforts to assist Subscriber and/or another service provider in the transition. DocuSign may at its discretion require advance payment or other adequate security for payment as DocuSign may consider appropriate in connection with or as a condition to the provision of services described in this section.

10. WARRANTIES AND DISCLAIMERS

10.1 **DocuSign Warranties**. DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service shall be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et seq. (the "ESIGN Act") to support the validity of such formation, to the extent provided in the ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 2.1(vi) and (vii) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of Personal Data and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Customer Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

10.2 **Mutual Warranties**. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

10.3 **Disclaimer**. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN SECTIONS 10.1 AND 10.2 ABOVE (WHICH ARE NOT APPLICABLE TO CONSULTING SERVICES), DOCUSIGN MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND -- WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY -- AS TO ANY MATTER WHATSOEVER. DOCUSIGN EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DOCUSIGN DOES NOT WARRANT THAT THE DOCUSIGN PRODUCTS (INCLUDING CONSULTING SERVICES OR RELATED DELIVERABLES, IF ANY), ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY.

11. INDEMNIFICATION

11.1 **By DocuSign**. DocuSign will defend Subscriber, and its employees, directors, agents, and representatives ("Indemnified Party") from any actual or threatened third party claim arising from: (a) any breach by DocuSign of its confidentiality obligations in Section 13, and/or (b) alleged infringement by DocuSign of any third party intellectual property rights (each a "Subscriber Claim").

11.2 **By Subscriber**. Subscriber will defend DocuSign, and its employees, directors, agents, and representatives ("Indemnified Party") from any actual or threatened third party claim arising from: (a) any breach by Subscriber of its confidentiality obligations in Section 13, and/or (b) alleged infringement by Subscriber of any third party intellectual property rights, and/or (c) the content submitted by any Authorized User or otherwise Processed through Subscriber's Account (each a "DocuSign Claim").

11.3 **Procedures.** The parties' respective indemnification obligations above are conditioned on: (a) the Indemnified Party gives the Indemnifying Party prompt written notice of the Subscriber Claim or DocuSign Claim (as the case may be, a "Claim"); (b) the Indemnifying Party has full and complete control over the defense and settlement of the Claim; (c) the Indemnified Party provides assistance in connection with the defense and settlement of the Claim as the Indemnifying Party may reasonably request; and (d) the Indemnified Party complies with any settlement or court order made in connection with the Claim. The Indemnifying Party will indemnify the Indemnified Party against: (i) all damages, costs, and attorneys' fees finally awarded against any of them in any Claim under this Section 11; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of the Claim (other than attorneys' fees and costs incurred without the Indemnifying Party's consent after it has accepted defense of such Claim); and (iii) if any Claim arising under this Section 11 is settled by the Indemnifying Party or with its approval, then the Indemnifying Party will pay any amounts to any third party agreed to by the Indemnifying Party in settlement of any such Claims.

12. LIMITATIONS OF LIABILITY

12.1 **Disclaimer of Consequential Damages.** EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS OF SECTION 11, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT (INCLUDING WITH RESPECT TO CONSULTING SERVICES, IF ANY), INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

12.2 **Cap on Liability.** EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS OF SECTION 11, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, WARRANTY CLAIMS AND WITH RESPECT TO CONSULTING SERVICES, IF ANY), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM.

12.3 **Independent Allocations of Risk.** EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

13. CONFIDENTIALITY

13.1 **"Confidential Information"** means any trade secrets or other information of DocuSign or Subscriber, whether of a technical, business, or other nature (including, without limitation, in the case of DocuSign, DocuSign software and related information, and in the case of Subscriber, Personal Data and eContracts), that is disclosed to the other party (the "Recipient"). Confidential Information does not include any information that: (a) was known to Recipient prior to receiving it from the disclosing party; (b) is independently developed by Recipient without use of or reference to any Confidential Information of the other party; (c) is acquired by Recipient from another source that did not receive it in confidence from the other party to this Agreement; or (d) is or becomes part of the public domain through no fault or action of Recipient.

13.2 **Restricted Use and Nondisclosure.** During and after the Term, Recipient will: (a) use the Confidential Information of the other party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

13.3 **Required Disclosure**. If Recipient is required by law to disclose Confidential Information of the other party or the terms of this Agreement, Recipient must give prompt written notice of such requirement before such disclosure and assist the disclosing party to obtain where reasonably available an order protecting the Confidential Information from public disclosure.

13.4 **Return of Materials.** Except for as provided in Section 7.4, upon written request by the disclosing party, Recipient will destroy or deliver to the disclosing party all of the disclosing party's Confidential Information that Recipient may have in its possession or control.

13.5 **Ownership**. Recipient acknowledges that, as between the parties, all Confidential Information it receives from the disclosing party, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by the disclosing party. Nothing in this Agreement grants Recipient any right, title or interest in or to any of the disclosing party's Confidential Information. Recipient's incorporation of the disclosing party's Confidential Information into any of its own materials shall not render Confidential Information non-confidential.

13.6 **Remedies**. Recipient acknowledges that any actual or threatened violation of this confidentiality provision may cause irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that the disclosing party shall be entitled to seek injunctive relief in addition to all remedies available to the disclosing party at law and/or in equity. Absent written consent of the disclosing party, the burden of proving that the disclosing party's Confidential Information is not, or is no longer, confidential or a trade secret shall be on the Recipient.

13.7 **Existing Obligations.** The obligations in this Section 13 are in addition to, and supplement, each party's obligations of confidentiality under applicable law and/or under any nondisclosure or other agreement between the parties.

14. GENERAL

14.1 **Relationship**. At all times, the parties are independent actors, and are not the agent or representative of the other. This Agreement is not intended to create a joint venture, partnership, or franchise relationship, or give rise to any third party beneficiary. Subscriber must not represent to anyone that Subscriber is an agent of DocuSign or is otherwise authorized to bind or commit DocuSign in any way without DocuSign's prior authorization.

14.2 **Assignability**. Subscriber may not assign its rights, duties, or obligations under this Agreement without DocuSign's prior written consent. If consent is given, this Agreement will bind Subscriber's successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under this Agreement except as expressly provided in this Agreement is void. Notwithstanding the foregoing, either party may assign this Agreement to a successor of its business without the other party's consent.

14.3 **Nonsolicitation**. During the Term of this Agreement and for a period of one year thereafter, Subscriber will not, directly or indirectly, employ or solicit the employment or services of a DocuSign employee or independent contractor without the prior written consent of DocuSign.

14.4 **Notices**. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent using: (a) the "acknowledge receipt" function of the Subscription Service; (b) by certified or registered mail; or (c) insured courier, to the appropriate party at the address set forth on the Order Form. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using the Subscription Service, two business days following the date of mailing, or one business day following delivery to a courier.

14.5 **Force Majeure.** Except for any payment obligations, neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay.

14.6 **Dispute Resolution**. In the event of any dispute regarding any right or obligation under this Agreement, the aggrieved party shall notify the other party in a writing describing the dispute ("Notice of Dispute"). Upon receipt of the Notice of Dispute, the parties shall arrange a meeting between their representatives. Over a period not to exceed 10 business days after receipt of Notice of Dispute ("Period"), the parties shall engage in good faith negotiations to resolve such dispute. If the parties' representatives are unable to resolve the dispute at such meetings during the Period, then each party may seek any remedies available to it in law or equity. Notwithstanding the foregoing, either party may seek injunctive relief at any time. Each party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

14.7 **Governing Law**. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Washington, U.S.A., without reference to its choice of law rules to the contrary. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to this Agreement. Any legal action by Subscriber arising under this Agreement must be initiated within two years after the cause of action arises.

14.8 **Waiver**. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

14.9 **Severability**. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under this Agreement is found to be illegal, unenforceable, or invalid, the license will immediately terminate.

14.10 **Counterparts**. This Agreement may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement.

14.11 **Entire Agreement**. This Agreement is the final and complete expression of the agreement between these parties regarding the DocuSign Products. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters. This Agreement may be changed only by a written agreement signed by an authorized agent of both parties.

ADDITIONAL TERMS AND CONDITIONS FOR CONSULTING SERVICES

The following additional terms and conditions apply to Consulting Services, if any, that are made the subject of an Order Form.

15. SERVICES, WORK ORDERS, AND CHANGE ORDERS

15.1 **Services**. Subject to the terms and conditions of this Agreement, DocuSign will, if ordered as provided hereunder, perform for Subscriber certain Consulting Services.

15.2 **Work Orders**. The specific details of the Consulting Services to be performed will be determined on a per-project basis, and the details for each project will be described in a Work Order that is executed by both parties (called the "Work Order" for purposes of the Consulting Services). An Order Form that lists a DocuSign standard training or consulting package as a DocuSign Product constitutes a Work Order. Once executed by both parties, each Work Order will be a unique agreement that incorporates the terms of this Agreement and stands alone with respect to all other Order Forms. If there is a conflict between the terms of this Agreement and the terms of a Work Order, the terms of this Agreement will control unless the Work Order states that a specific provision of this Agreement will be superseded by a specific provision of the Work Order.

15.3 **Change Orders**. Unless otherwise specified in a Work Order, Subscriber may reasonably request in writing that revisions be made with respect to the Consulting Services or deliverables set forth in that Work Order ("Change Order"). If a Change Order recites revisions that materially increase the scope of the Consulting Services or the effort required to deliver deliverables under the applicable Work Order, then within 10 business days after DocuSign's receipt of the Change Order, DocuSign will deliver to Subscriber a written, revised Work Order reflecting DocuSign's reasonable determination of the revised Consulting Services, deliverables, delivery schedule, payment schedule, and adjusted fees or fee estimates, if any, that will apply to the implementation of the revisions. If Subscriber approves the revised Work Order, then the parties will execute it, and upon execution, the revised Work Order will supersede the then-existing Work Order. If Subscriber does not approve the revised Work Order within 10 business days after its receipt by Subscriber, the then-existing Work Order will remain in full force and effect, and DocuSign will have no further obligation with respect to the applicable Change Order.

16. PERFORMANCE OF CONSULTING SERVICES

16.1 **Project Management**. For each project described in a Work Order, each party will designate a single point of contact within its organization to manage the project ("Project Leader"). The Project Leaders will meet as necessary to manage the Consulting Services to be performed under a Work Order. Disputes will be escalated to more senior executives if the Project Leaders are unable to resolve a problem. DocuSign's Project Leader will provide Subscriber's Project Leader with regular reports on the status of the Consulting Services at least once per month.

16.2 **Performance Standard**. DocuSign warrants to Subscriber that the Consulting Services will be performed in a good and workmanlike manner in accordance with standard industry practice and the applicable Work Order, including any specifications

in such Work Order. DocuSign will complete the Consulting Services, including the delivery of any deliverables, in accordance with the schedule of times and milestones specified in the Work Order.

16.3 **Fees**. Unless otherwise specified in a Work Order, Subscriber will pay DocuSign for Consulting Services on a time-and-materials basis at DocuSign's then-current rates and under payment terms described in this Agreement ("Consulting Fees").

16.4 **Disclaimer**. EXCEPT FOR WARRANTIES PROVIDED HEREIN OR EXPRESSLY IDENTIFIED AS SUCH IN A WORK ORDER, THE CONSULTING SERVICES AND ANY RELATED DELIVERABLES WILL BE PROVIDED AS-IS AND WITHOUT WARRANTY OF ANY KIND. DOCUSIGN EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AS TO ANY AND ALL CONSULTING SERVICES AND RELATED DELIVERABLES.

17. TERM AND TERMINATION OF WORK ORDERS

17.1 **Term**. Each Work Order is non-cancellable except pursuant to a Change Order, and will commence on the specified effective date and will continue until each party's obligations under the Work Order have been fulfilled or the Work Order is terminated as provided in the Work Order.

17.2 **Effect of Termination**. If any Work Order is terminated in accordance with this Section 17, then Subscriber will pay to DocuSign any Consulting Fees and all other payment obligations accrued and payable for the Consulting Services performed under the terminated Work Order through the effective date of the termination. If a Work Order is terminated for any reason other than for material breach by DocuSign, Subscriber will pay to DocuSign all Consulting Fees due under the Work Order had the Work Order not been terminated and had the Consulting Services been fully performed in accordance with the schedule then in effect, which amount owing will be evidenced in a final termination invoice to be provided by DocuSign to Subscriber. The amount of Consulting Services Fees specified in such termination invoice from DocuSign will be final and binding on the parties, absent manifest error.

18. PROPRIETARY RIGHTS

18.1 **Subscriber Materials**. Any materials provided by Subscriber to DocuSign specifically for use by DocuSign in the course of the Consulting Services ("Subscriber Materials") will be used and disclosed solely as required to perform the Consulting Services. As between the parties, Subscriber will continue to own the Subscriber Materials.

18.2 **Inventions**. Except as expressly set forth to the contrary in a Work Order, all works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques, and information: (a) conceived, discovered, developed or otherwise made by DocuSign, solely or in collaboration with others, in the course of performing the Consulting Services; or (b) that form all or part of a deliverable provided as part of the Consulting Services, whether developed as part of the Consulting Services or separately, but excluding Subscriber Materials (as defined in Section 18.1) (collectively, "Inventions"), will be the sole property of DocuSign. Upon and subject to final payment by Subscriber of all amounts owing to DocuSign, DocuSign hereby grants to Subscriber a nonexclusive, perpetual, worldwide, royalty-free license to use, copy, modify, and prepare derivative works of the Inventions solely for purposes of Subscriber's internal business operations only.

(t) **Public Access to Information.** Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

Schedule A – End Customer Terms and Conditions
(Pass-Through to End Customer Users)
v120410

The Terms and Conditions ("Terms") are incorporated by reference into the Order Form or other services agreement for the procurement of Partner's services signed by Partner of DocuSign, Inc. ("DocuSign") and its customer identified in such Order Form or services agreement ("Customer")(collectively referred to as "Parties"). The Order Form (or services agreement) and these Terms together shall be referred to as the "Agreement."

1. DEFINITIONS

"**Account**" means a unique account established by the Customer in order to gain access for its Authorized Users to the Hosted Services and, where applicable, other DocuSign Products.

"**Authorized User**" means an individual employee or third party agent, as identified by a unique email address and user name, who is registered as a member of Customer's Account. No two persons may register, access or use the Hosted Services as the same Authorized User.

"**Customer Data**" means Personal Data and all other data and information concerning Customer or Customer's personnel or business clients: (a) provided by or on behalf of Customer to DocuSign; or (b) obtained by DocuSign based on the use or Processing of data or information provided by or on behalf of Customer to DocuSign.

"**Depositing Party**" refers to an Authorized User that deposits a document into the System for Processing under the Hosted Services.

"**DocuSign Products**" means the products and services identified on an Order Form, including, but not limited to, the Hosted Services.

"**eContract**" refers to a contract, notice, disclosure, or other record or document deposited into the System by a Depositing Party for Processing under the Hosted Services.

"**Envelope**" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.

"**Hosted Services**" means DocuSign's on-demand electronic signature service, as updated from time to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet as set forth in the Specifications .

"**Order Form**" means any document that describes DocuSign Products to be purchased by Customer, and that is signed by the Parties.

"**Personal Data**" means: (a) non-public personally identifiable information, including driver's license numbers, national identification numbers such as social security account numbers, credit card numbers, digital identity certificates; (b) personally identifiable financial information regarding a consumer (i) provided by a consumer to a financial institution, (ii) resulting from any transaction with the consumer or any service performed for the consumer by a financial institution, (iii) otherwise obtained by the financial institution, including any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any nonpublic personal information; and (c) personally identifiable medical or health related information.

"**Process**" and similar terms mean to perform any operation or set of operations upon Customer Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"**Specifications**" means the Hosted Services Specifications available at http://docusign.com/support/specifications.php.

"**System**" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Hosted Services.

"**Term**" means the term of the Order Form.

"**Transaction Data**" means data associated with an eContract, including transaction history, eContract image hash value, information concerning method and time of eContract purge, and sender and recipient names, email addresses and signature IDs.

2. HOSTED SERVICES

2.1 DocuSign will provide the Hosted Services in accordance with the Specifications.

2.2 From the Order Start Date defined in the Order Form, Customer may obtain an Account and register Authorized Users, and subject to these Corporate Edition Terms, such Authorized Users may log onto and use the Hosted Services in accordance with the Specifications. Customer's right to use the Hosted Services is limited to its Authorized Users, and Customer agrees not to

resell or otherwise provide or assist with the provision of the Hosted Services to any other third party. Use by Customer and its Authorized Users of the Hosted Services is subject to Customer's acknowledgement and agreement that:

a) Nothing in this Agreement will be construed to make DocuSign a party to any eContract, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract;

b) DocuSign maintains no control or access to the contents of any eContract, and the content, quality, and format of any eContract is completely within the exclusive control of the Depositing Party and is the responsibility of Customer;

c) The Hosted Services may provide options, if Customer elects to purchase such options, designed to verify the identity of the intended recipient of an eContract deposited into the System ("Authentication Measures"), and DocuSign: (i) will apply only those Authentication Measures (if any) selected by the Depositing Party; (ii) makes no representations or warranties regarding the appropriateness of such Authentication Measures; and (iii) assumes no liability or responsibility for a party's inability or failure to satisfy any particular Authentication Measure or for any circumvention of such Authentication Measures effected by any third party;

d) Certain types of agreements and documents are excepted from electronic signature laws, such that they cannot be legally formed by electronic signatures; additionally, various agencies may have promulgated specific regulations that apply to electronic signatures and electronic records, and DocuSign assumes no responsibility to determine whether any particular eContract is an exception to applicable electronic signature laws or whether it is subject to any particular agency promulgations and whether it can be legally formed by electronic signatures;

e) Customer is solely responsible for making available to third parties (including parties to its eContracts) all contracts, documents, and other records required by applicable law, including, without limitation, electronic signature laws and other laws that may require records relating to a transaction to be retained or made accessible for a certain period of time; and

f) Certain laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers." These may include, among other things, requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign assumes no responsibility to determine whether any particular transaction involves a consumer, nor does DocuSign have any responsibility: (i) to obtain any such consents or to determine if any such consents have been withdrawn; (ii) to provide any information or disclosures in connection with any attempt to obtain any such consents; (iii) to update or correct any information or disclosures previously given; (iv) to provide any such copies or access except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (v) otherwise to comply with any such special requirements. Customer expressly undertakes to determine whether any consumer is involved in any eContract presented by Customer or its Authorized Users for Processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation.

3. PER USE PURCHASES; ADDITIONAL CUSTOMER RESPONSIBILITIES

3.1 Some optional services, such as ID check, may be purchased on a per-use basis. Per use charges are specific to the number of units of the DocuSign Product(s) used during the period, and are measured at the time of use.

3.2 Customer agrees that it will not use or permit the use of the Hosted Services to send unsolicited mass mailings outside its organization, it being understood that the term "unsolicited mass mailings" includes all statutory and other common definitions, including all Commercial Electronic Marketing Messages as defined in the U.S. CAN SPAM Act.

3.3 Customer agrees that it is solely responsible for, and will indemnify DocuSign with respect to, the nature and content of all materials, works, data, statements, and other visual, graphical, video, written or audible communications of any nature submitted by any Authorized User or otherwise Processed through Customer's Account.

3.4 Customer further agrees not to use or permit the use of the Hosted Services: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts Processed through the Hosted Services); (c) in any manner that is likely to damage, disable, overburden, or impair the System or the Hosted Services or interfere in any way with the use or enjoyment of the Hosted Services by others; or (d) in any way that constitutes or encourages conduct that could constitute a criminal offense. Although DocuSign does not actively monitor the content Processed through the Hosted Services, DocuSign may at any time and without prior notice suspend any use of the Hosted Services and/or remove or disable any content as to which DocuSign is made aware of a reason for concern as to such use or content. DocuSign agrees to exert reasonable commercial efforts to provide Customer with notice of any such suspension or disablement before its implementation, or promptly thereafter.

4. INTELLECTUAL PROPERTY

4.1 DocuSign is the owner of various intellectual property and technology rights associated with the Hosted Services, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in this Agreement, DocuSign does not license or transfer to Customer or any Authorized User or other third party any of DocuSign's technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSign's technology and intellectual property will remain solely with DocuSign. Customer agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or

other trade secrets from or about any of the DocuSign Products or DocuSign's technology. DocuSign agrees that data and information provided by Customer under this Agreement shall remain, as between Customer and DocuSign, owned by Customer.

4.2 DocuSign hereby grants to users and licensees of its products and services a limited, nonexclusive and non-transferrable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services. Details of this trademark license are available at: http://www.docusign.com/trademark-license.

5. STORAGE

5.1 **General eContract Storage and Deletion Policy**. Unless otherwise directed by Customer, DocuSign will store in accordance with the Specifications all completed eContracts sent by Customer until the Term expires. Copies of stored eContracts may be retrieved by Customer at any time during the Term. Customer may, at its option and wholly at Customer's risk, direct that any eContract be deleted or purged at a time stated by Customer and prior to the end of the Term.

5.2 **Uncompleted eContracts; Transaction Data**. DocuSign may at its sole discretion delete an uncompleted eContract from the System immediately and without notice upon earlier of: a) expiration of the Envelope (where Customer has established an expiration for such Envelope, not to exceed 365 days); or b) expiration of the Term. Transaction Data associated with deleted eContracts will be retained by DocuSign permanently.

6. LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO PARTNER UNDER THIS AGREEMENT DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES AND REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2023, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds:

1001.001.101-601 County Obligations/Contract Services
Not to exceed: $27,773.40

for the remainder of the year 2023 and free from any previous encumbrances.

Agreement Title: Docusign agreement.

David Thomas, Ashtabula
County Auditor

Contact: Lisa Hawkins, Clerk

Date: January 9, 2023

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2023, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds:

1001.001.101-601 County Obligations/Contract Services
Not to exceed: $27,773.40

for the remainder of the year 2023 and free from any previous encumbrances.

Agreement Title: Docusign agreement.

David Thomas, Ashtabula County Auditor

Contact: Lisa Hawkins, Clerk

Date: January 9, 2023