

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

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

**FSC Group 70 Information Technology, Software & Services
FSC/PSC Class 7030 ADP SOFTWARE
• Application Software**

Special Item No. 132-52 Electronic Commerce and Subscription Services

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FSC/PSC D301	IT Facility Operation and Maintenance
FSC/PSC D302	IT Systems Development Services
FSC/PSC D306	IT Systems Analysis Services
FSC/PSC D307	Automated Information Systems Design and Integration Services
FSC/PSC D308	Programming Services
FSC/PSC D310	IT Cyber Security and Data Backup
FSC/PSC D311	IT Data Conversion
FSC/PSC D316	IT Telecom-Telecommunications Network Management
FSC/PSC D317	IT AND TELECOM- WEB-BASED SUBSCRIPTION
	• Creation/Retrieval of IT Related Data Services
	• Creation/Retrieval of Other Information Services
	• Creation/Retrieval of IT Related Automated News Services
FSC/PSC D399	IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
	• Other Information Technology Services, Not Elsewhere Classified

132-40 --- Cloud Computing Services SUBJECT TO COOPERATIVE PURCHASING
FSC/PSC Class D304 IT AND TELECOM- TELECOMMUNICATIONS
AND TRANSMISSION

- E-Mail Services
- Internet Access Services
- Navigation Services
- Value Added Network Services (VANS)

*Includes provisions for "Danger" or "Hazard" pay. See Page 3

Contract Number: GS-35F-0273L, through Mod # PS-0078, dated 9/14/17

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov

Period Covered by Contract: March 1, 2001 through February 28, 2021

**InfoReliance Corporation
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Fairfax, VA 22033
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Large Business

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CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

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

SIN 132-51 - See Pricing Pages
SIN 132-40 - See Pricing Pages
SIN 132-52 – See Pricing Pages

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

SIN 132-51 - See Pricing Pages
SIN 132-40 - See Pricing Pages
SIN 132-52 – See Pricing Pages

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided: See labor category position descriptions, page 26.

2. Maximum order:

132-51 - \$500,000
132-40 - \$500,000
132-52 - \$500,000

3. Minimum order: \$100

4. Geographic coverage (delivery area): The Geographic Scope of Contract will be domestic and overseas delivery.

5. Point(s) of production (city, county, and State or foreign country): N/A

6. Discount from list prices or statement of net price: Prices shown herein are NET, discounts deducted.

7. Quantity discounts: None

8. Prompt payment terms: None

9a. Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin): None

11a. Time of delivery: 30 Days ARO.

11b. Expedited Delivery: *By mutual agreement between ordering activity and the contractor.

11c. Overnight and 2-day delivery: By mutual agreement between ordering activity and the contractor.

11d. Urgent Requirements: By mutual agreement between ordering activity and the contractor.

12. F.O.B. point(s): Destination

13a. Ordering address:

InfoReliance Corporation
4050 Legato Road, Suite 700
Fairfax, VA 22033

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address:

InfoReliance Corporation
4050 Legato Road, Suite 700
Fairfax, VA 22033

15. Warranty provision: See pricing pages.

16. Export packing charges, if applicable: N/A

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): None

18. Terms and conditions of rental, maintenance, and repair (if applicable): N/A

19. Terms and conditions of installation (if applicable): N/A

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): N/A

20a. Terms and conditions for any other services (if applicable): See language below.

21. List of service and distribution points (if applicable): N/A

22. . List of participating dealers (if applicable): N/A

23. Preventive maintenance (if applicable): N/A

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/. :N/A

25. Data Universal Number System (DUNS) number: 143147762

26. Notification regarding registration in SAM: Registered and current

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) PROFESSIONAL SERVICES

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

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

during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. Labor Category Descriptions

For all of the IT labor categories listed below, InfoReliance will accept four (4) years of work experience in lieu of a Bachelor's Degree.

In accordance with the United States Department of State Guidelines, InfoReliance Corporation provides employees with "Danger" or "Hazard" pay when they are traveling to certain designated countries. This additional compensation is provided to offset employees for the additional risk of traveling to and working in an environment more dangerous than their standard work location. The list of designated countries is specified in the Department of State website, <http://www.state.gov> and must be checked for each delivery order prior to award. "Danger" or "Hazard" pay will be handled on a delivery order-by-delivery order basis if applicable and will be a direct charge to the delivery order.

Analyst I

Minimum/General Experience: One to two years demonstrated performance in business/technical IT systems analysis. Under direct supervision, assists in developing and defining IT system requirements using technical research and general knowledge of industry requirements. Generally assists other systems analysts assigned to the project.

Functional Responsibility: Working with other IT systems analysts on the team, analyzes business and end-user needs, documents requirements and use cases, and maps existing computer system logic and workflow. Generally understands the impact of certain technology applied to the current technical environment.

Minimum Education: Bachelor's degree or equivalent industry experience.

Analyst II

Minimum/General Experience: Three to four years demonstrated performance in business/technical IT systems analysis. Under general supervision, develops and defines IT systems requirements using technical research and specific knowledge of industry requirements. Primarily focused on analyzing small to medium sized departmental systems.

Functional Responsibility: Working with other IT systems analysts and clients, analyzes business and system requirements, develops technical requirements and use cases, develops process maps of existing computer system logic and workflow of moderately complex systems. Understands the impact of specific technical solutions applied to the current technical environment, and how it will influence the organization.

Minimum Education: Bachelor's degree or equivalent industry experience.

Analyst III

Minimum/General Experience: Five to six years demonstrated performance in business/technical IT systems analysis. Under general direction, plans, develops and defines IT systems requirements using technical research and specialized industry knowledge and experience. Focused on analyzing medium to large sized divisional/regional systems.

Functional Responsibility: Working with senior IT systems analysts and clients, analyzes business and system requirements, re-engineers existing processes, develops process maps of newly created computer system logic and workflow of larger, more complex systems. Understands the impact of complex technical solutions applied to the current business environment, and the impact of transitioning to new systems.

Minimum Education: Bachelor's degree or equivalent industry experience.

Analyst IV

Minimum/General Experience: More than six years demonstrated performance in business/technical IT systems analysis. Can lead, plan, and develop IT systems requirements using technical research and industry-specific expertise and knowledge. Primarily focused on analyzing large, enterprise systems.

Functional Responsibility: Working with other team members and clients, devises methods and procedures to solve complex problems, re-engineers existing processes, develops and documents new processes and workflows, and analyzes computer capacity and limitations. Understands the organizational impact of applying complex technical solutions when implementing new computer systems.

Minimum Education: Bachelor's degree or equivalent industry experience.

Application Support I

Minimum/General Experience: One to two years demonstrated performance in supporting business software applications. Under direct supervision, maintains and improves customer satisfaction by providing troubleshooting with ability to identify and report on routine application issues. Generally assists other application support personnel assigned to the project.

Functional Responsibility: Under direct supervision, works with other application support personnel on the team, identifies and reports on issues regarding software defects, change requests, minor enhancements and reports. Generally understands the design and functional use of the technology employed in the business application.

Minimum Education: Bachelor's degree or equivalent industry experience.

Application Support II

Minimum/General Experience: Three to four years demonstrated performance in supporting business software applications. Under general supervision, addresses application issues by identifying and resolving solutions to more difficult problems. Primarily focused on supporting small to medium sized business applications.

Functional Responsibility: Under general supervision, works with other application support personnel and clients, assesses and resolves issues regarding application bugs, enhancements and functional use. Understands the logic, design and functional use of the business application, and how it impacts the mission of the organization.

Minimum Education: Bachelor's degree or equivalent industry experience.

Application Support III

Minimum/General Experience: Five to six years demonstrated performance in supporting business software applications. Under general direction, addresses application issues by implementing work-arounds and interim solutions to reported problems. Primarily focused on supporting medium to large sized business applications.

Functional Responsibility: Works independently with senior application support personnel and clients, makes improvements to existing applications and creates solutions for more complex technical bugs and change requests. Understands the logic, design, and functional use of the application, and how improved or new functionality will impact the effectiveness of the organizational mission.

Minimum Education: Bachelor's degree or equivalent industry experience.

Application Support IV

Minimum/General Experience: More than six years demonstrated performance in supporting business software applications. Can lead, plan, and make modifications to existing applications and develop work-arounds and fixes to existing business applications. Primarily focused on supporting large, enterprise business applications.

Functional Responsibility: As the team lead, works with other team members and clients, designs and develops solutions to more complex problems for applications supporting the enterprise. Understands the design and interaction of multiple business applications or modules that support an organization, and how changes and enhancements to the business applications will impact the overall mission of the organization's internal and external customers.

Minimum Education: Bachelor's degree or equivalent industry experience.

Associate Software Consultant

Minimum/General Experience: Three to five years demonstrated performance in related software technology. Experienced in topics such as complex networks, cross-platform integration and large-scale, complex systems and application design and implementation.

Functional Responsibility: Under immediate supervision, supports the development, deployment, and sustainment phases of the project. Designs and writes code as required for selected customer systems. Takes assignments from project team members and customers to support technical direction of the project. Directly involved in the hands-on implementation of customer systems. Provides occasional input to technical presentations.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Associate Software Consultant 2

Minimum/General Experience: More than five years demonstrated performance in related software technology. Experienced in topics such as complex networks, cross-platform integration and large-scale, complex systems and application design and implementation, legacy migrations, and eCommerce solutions.

Functional Responsibility: Under direct supervision, supports the analysis, development, and deployment phases of the project. Designs and writes code as required for selected customer eCommerce systems. Works with project team members and customers to support technical direction of the project. Directly involved in the hands-on implementation of customer systems, including legacy migrations. Provides substantive input to technical presentations.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Customer Support Rep I

Minimum/General Experience: One to two years demonstrated performance in call center/customer support role.

Performs problem logging, tracking, and escalation of support calls received by the customer service organization.

Functional Responsibility: Working with other Customer Support Reps on the team, uses experience with commonly used practices and procedures to log, track, and resolve support requests. Relies on established policies and guidelines to perform job functions.

Minimum Education: High School diploma

Customer Support Rep II

Minimum/General Experience: Two to three years demonstrated performance call center/customer support role.

Performs problem resolution, tracking, and reporting of requests to the support organization.

Functional Responsibility: Working with other Customer Support Reps on the team, uses experience and training in established practices and procedures to identify, log, prioritize, and resolve support requests. Relies on established policies and guidelines to perform job functions and can act independently to solve problems.

Minimum Education: High School diploma

Customer Support Rep III

Minimum/General Experience: Three to four years demonstrated performance call center/customer support role.

Under general direction, plans, develops and defines supports functions using industry knowledge and experience.

Functional Responsibility: Working with other Customer Support Reps and technical personnel, uses experience and industry knowledge to resolve more complex support requests. Relies on experience and judgment to creatively and expeditiously resolve support requests.

Minimum Education: High School diploma

Customer Support Rep IV

Minimum/General Experience: Four plus years demonstrated performance in a call center/customer support role.

Can lead, plan, and develop support policies and objectives using industry-specific expertise and knowledge. May serve as shift or team leader for customer support group.

Functional Responsibility: Working with other team members and other organizations, develops guidelines and objectives for the support organization and customer service goals and objectives. Serves as higher level escalation point for other members of the team. Relies on experience, judgment and leadership abilities to ensure customer service delivery.

Minimum Education: High School diploma

Managing Software Consultant

Minimum/General Experience: Five to twelve years demonstrated performance in related software technology and business management. Experienced in topics such as developing and managing projects involving complex networks, cross-platform integration and large-scale, complex systems design and implementation. If less than 10 years of overall experience must have at least 5 years of experience with e-commerce tools and applications such as Java, XML, COM/DCOM, and ASP.

Functional Responsibility: Leads the technical solution development and serves as the lead business contact for customers. Also coordinates and schedules project resources to ensure that analysis, development, and deployment remains on schedule. Provides quality assurance review of processes, personnel and work products. Provides key link to senior staff including feedback of customer issues. Manages technical staff and presents technical solutions and proposals to customer staff.

Minimum Education: Bachelor's or Masters Degree or industry equivalent experience with relevant certifications.

Managing Software Consultant 2

Minimum/General Experience: More than twelve years demonstrated performance in related software technology and program management. Experienced in managing multiple programs and projects involving complex networks, large-scale, complex systems design and implementation, legacy migrations, and eCommerce solutions.

Functional Responsibility: Directs and implements overall project engagement as serves as the senior business contact for customers. Also coordinates and schedules program and project resources to ensure that all tasks are on schedule and in compliance with budget and quality assurance objectives. Leads the management aspect of technical strategic planning sessions with clients. Provides key link to customer executive management to address and resolve customer issues and objectives. Makes staffing decisions, provides guidance on overall technical strategy regarding eCommerce and legacy migration, and delivers technical presentations, and proposals to customer staff.

Minimum Education: Bachelor's or Masters degree or equivalent industry experience with relevant certifications.

Network Integrator I

Minimum/General Experience: One to two years demonstrated performance in network integration. Experienced in the documentation, implementation, maintenance, and troubleshooting of smaller systems including communications messaging systems and network applications. Generally assists other network integration personnel assigned to the project.

Functional Responsibility: Under direct supervision, assists in the configuration and setup of existing network components and applications. Develops specialized hardware and software network components and participates in the selection of existing components and applications. Assists in network testing and optimization. Provides ongoing maintenance and support of hardware and software network components and applications.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Network Integrator II

Minimum/General Experience: Three to four years demonstrated performance in network integration. Experienced in the deployment, documentation, implementation, and troubleshooting of small to mid-sized, systems including communications messaging systems and network applications. Primarily focused on regional/departmental networks.

Functional Responsibility: Under general supervision, works to integrate existing network components into overall network design. Develops specialized hardware and software network components and participates in the selection of existing components and applications. Participates in intrusion detection and hacker prevention efforts. Conducts performance testing and component optimization. Assists in the development of training material. Presents findings to customers and senior staff assigned to projects. Provides ongoing maintenance and support of hardware and software network components and applications.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Network Integrator III

Minimum/General Experience: Five to six years demonstrated performance in network integration. Experienced in the development, documentation, implementation, and troubleshooting of large to mid-sized, moderately complex systems including communications messaging systems and network applications. Primarily focused on division/department wide networks.

Functional Responsibility: Works independently to integrate existing network components into overall network design. Develops specialized hardware and software network components and participates in the selection of existing components and applications. Participates in intrusion detection and hacker prevention efforts. Conducts performance testing and component optimization. Assists in the development of training material. Presents findings

to customers and senior staff assigned to projects. Provides ongoing maintenance and support of hardware and software network components and applications.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Network Technician I

Minimum/General Experience: Three to five years demonstrated performance in related network technology.

Experienced in topics such as architecting, designing and developing large-scale, complex networks including communications backbones, enterprise email systems, network-centric applications and LAN/WAN connectivity.

Functional Responsibility: Assists in the implementation of enterprise networks and network components. Supports threat assessment and security design and implementation. Monitors network performance and executes maintenance and operations plans. Supports the evaluation of components as part of the component selection process. Assists in development of custom software or hardware network components. Provides ongoing maintenance and support of hardware and software network components and applications. Provides user and administrator training and conducts network component testing.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Network Technician II

Minimum/General Experience: Five plus years demonstrated performance in related network technology.

Experienced in topics such as architecting, designing and developing medium to large enterprise or agency-wide, complex, geographically dispersed networks including communications backbones, enterprise email systems, network-centric applications and LAN/WAN connectivity.

Functional Responsibility: Assists in the design and implementation of enterprise networks and network components. Assists in threat assessment and security implementation. Assists in network capacity planning and provides input to continuity of operations planning teams. Participates in network monitoring and supports operations planning efforts. Assists in the evaluation of components as part of the component selection process. Assists in development of custom software or hardware network components. Provides ongoing maintenance and support of hardware and software network components and applications. Provides user and administrator training and conducts network component testing.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Network Technician III

Minimum/General Experience: Five to eight years demonstrated performance in related network technology.

Experienced in topics such as architecting, designing and developing large enterprise or agency-wide, highly complex, geographically dispersed networks including communications backbones, enterprise email systems, network-centric applications and LAN/WAN connectivity.

Functional Responsibility: Under general supervision, participates in the architecture, design, and implementation of enterprise networks and network components. Participates in enterprise-level threat assessment and security design and implementation. Performs network capacity planning and provides input to continuity of operations planning teams. Participates in network monitoring and operations planning efforts. Evaluates components and provides recommendations as part of the component selection process. Participates in development of custom software or hardware network components. Provides ongoing maintenance and support of hardware and software network components and applications. Prepares training and rollout plans for networks and network components.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications

Network Technician IV

Minimum/General Experience: Eight plus years demonstrated performance in related network technology.

Experienced in topics such as architecting, designing and developing large enterprise or agency-wide, highly complex, geographically dispersed networks including communications backbones, enterprise email systems,

network-centric applications and LAN/WAN connectivity. Manages the security and performance of the network backbone. Performs testing and modeling of network throughput and as well as the performance of the applications using the network.

Functional Responsibility: Participates in the architecture, design, and implementation of enterprise networks and network components. Works directly with senior staff and clients to determine specifications of network hardware and software requirements. Participates in enterprise-level threat assessment and security design and implementation. Performs network capacity and continuity of operations planning. Participates in network monitoring and operations planning efforts. Evaluates components and provides recommendations as part of the component selection process. Participates in custom software or hardware development as needed and directed by senior staff and clients. Provides ongoing maintenance and support of hardware and software network components and applications. Prepares training and rollout plans for networks and network components.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Principal Software Consultant

Minimum/General Experience: Five to fifteen years demonstrated performance in related software technology. Experienced in topics such as messaging, application design, complex networks, cross-platform integration and large-scale, complex systems design and implementation. If less than 10 years of overall experience must have at least 5 years of experience with e-commerce tools and applications such as Java, XML, COM/DCOM, and ASP.

Functional Responsibility: Responsible for long-term technical strategy for client engagements. Provides overall guidance and leadership to the Technical Project Lead to ensure that analysis, development, and deployment remains on schedule and in line with current and future software capabilities. Leads the technical aspects of strategic planning sessions with clients. Provides quality assurance review of engagement process and deliverables. Participates in strategic planning sessions with project and customer staff. Participates in staffing decisions and delivering technical presentations to customer staff.

Minimum Education: Bachelor's or Masters Degree or industry equivalent experience with relevant certifications.

Senior Software Consultant

Minimum/General Experience: Five to eight years demonstrated performance in related software technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems and application design and implementation.

Functional Responsibility: Under minimal direction, works closely with the Managing Consultant and acts as the sole or shared Technical Lead on the project. Ensures that project objectives are on schedule.

Participates in design of information systems. Works with customer staff to implement customer technology (e.g. testing, documentation). Manages specific tasks including directing the efforts of project staff and overseeing client satisfaction with technical services and deliverables. Analyzes technical requirements and develops effective technical solutions. Develops overall software architecture for the project. Leads the implementation of enterprise systems including methodology, design approaches, and architectural and engineering considerations. Assists in presenting technical design and architecture to clients.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Senior Software Consultant 2

Minimum/General Experience: More than eight years demonstrated performance in related software technology. Experienced in topics such large scale messaging, cross-platform integration and highly complex systems and application design and implementation, legacy migrations, and eCommerce solutions.

Functional Responsibility: Works independently with internal and customer management team and acts as the Technical Lead on the project. Ensures that project objectives are on schedule and properly resourced. Participates in design of eCommerce solutions. Works with customer staff to implement emerging technology in eCommerce and web-based self-service. Manages specific tasks including directing project staff and reviewing overall progress of technical assignments. Analyzes technical requirements and develops effective technical solutions for highly complex systems. Develops overall software architecture for highly complex projects. Participates in technical strategic planning sessions with clients. Leads the implementation of enterprise systems including legacy migration, methodology, design approaches, and architectural and engineering considerations. Presents technical design and architecture to clients.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Software Consultant

Minimum/General Experience: Four to six years demonstrated performance in related software technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems and application design and implementation.

Functional Responsibility: Under limited supervision, works closely with the Technical Lead to ensure that development, deployment and sustainment remains on schedule. Meets/interviews customer to validate and document specific requirements in concise format. Designs and writes code as required for selected customer systems. Works with project staff and customers to support technical strategy and control objectives. Assists in conceiving architectural designs. Assists in the life-cycle methodology and architectural decisions for large systems. Helps develop technical briefings to customer staff.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Software Consultant 2

Minimum/General Experience: More than six years demonstrated performance in related software technology. Experienced in topics such as complex networks, messaging, cross-platform integration and large-scale, complex systems and application design and implementation, legacy migrations, and eCommerce solutions.

Functional Responsibility: Under general direction, works closely with the Technical Lead to ensure that analysis, design, development, and deployment remains on schedule. Meets/interviews customer to capture specific requirements in concise format. Designs eCommerce solutions and writes code as required for selected customer systems. Provides input to technical strategic planning sessions with clients. Works with senior staff and customers to support technical strategy, solution development and control objectives. Conceives architectural designs. Makes in the life-cycle methodology and architectural decisions for large systems and legacy migration. Leads the development of technical briefings to customer staff.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Software Integrator I

Minimum/General Experience: One to two years demonstrated performance in software integration. Experienced in topics such as installing existing components, buy vs. build analysis and reporting, and configuration of internal software management tools.

Functional Responsibility: Assists in the configuration and setup of existing software applications or components. Compiles results and assembles reports on buy vs. build analysis of commercially available or internally reusable software components. Assists in the installation of internal project management tools, sets up client-specific projects and develops reports from data collected by the tracking programs.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Software Integrator II

Minimum/General Experience: Three to four years demonstrated performance in software integration. Experienced in topics such as component tailoring/recoding, component research and recommendation, and selecting/installing internal software management tools. Primarily focused on solutions solving departmental needs.

Functional Responsibility: Assists in the tailoring and performs configuration of existing software components for specific areas or subsystems of a development effort. Compares commercially available software or existing components and their possible use on a project. Researches and installs internal software development tools and software project management applications for client viewing reporting, and issue tracking.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Software Integrator III

Minimum/General Experience: Five to six years demonstrated performance in software integration. Experienced in topics such as component reuse, component tailoring/recoding and comparing COTS products. Focused on integrating divisional/regional systems.

Functional Responsibility: Supports the integration effort of existing software components into system architecture on software development projects by tailoring or recoding components. Researches marketplace for commercially

available software components for buy vs. build decisions. Identifies reusable components for specific functional areas of application. Assists in presenting findings to senior staff assigned to projects.
Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Software Integrator IV

Minimum/General Experience: More than six years demonstrated performance in software integration. Experienced in topics such as component integration into SDLC, gap analysis, and software reutilization. Primarily focused on enterprise systems.

Functional Responsibility: Leads the integration effort of existing software components into overall software development life-cycle projects. Analyzes commercially available software and performs gap analysis for making buy vs. build decisions. Performs technical analysis of existing reusable software components for inclusion in overall technical solution. Presents findings to customers and senior staff assigned to projects.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Software Technician I

Minimum/General Experience: Three to four years demonstrated performance in related software technology. Experienced in topics such as application design, testing and implementation.

Functional Responsibility: Writes code as required for selected customer systems. Documents testing results, data import routines, and system operation. Supports the logistics involved in the implementation of customer systems, including hardware, network, software, access, and compatibility issues.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Software Technician II

Minimum/General Experience: Five to six years demonstrated performance in related software technology. Experienced in topics such as large-scale, complex systems and application design and implementation.

Functional Responsibility: Develops code to support client applications. Develops documentation on selected customer systems and business objectives. Directly involved in the hands-on implementation of customer systems, Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.and provides data migration support to clients.

Software Technician III

Minimum/General Experience: More than six years demonstrated performance in related software technology. Experienced in topics such as messaging, cross-platform integration and large-scale, complex systems and application design and implementation.

Functional Responsibility: Meets with client business and technical personnel to capture specific requirements. Designs and writes code as required for selected customer systems. Supports the implementation of large systems including testing, deployment, security, logistics, and engineering considerations. Develops documentation standards for coding, testing and acceptance of applications.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Software Technician V

Minimum/General Experience Ten plus years demonstrated performance in related software technology. Experienced in topics such as messaging, cross-platform integration and large-scale, complex systems and application design and implementation.

Functional Responsibility Leads the design and development of information systems. Meets with clients to capture specific requirements in concise format and designs use cases. Develops programming routines for complex business applications. Provides input to overall software architecture. Implements large systems on a life-cycle basis including methodology, design approaches, and architectural and engineering considerations. Sets standards for testing code and releasing technical deliverables.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications

Systems Integrator I

Minimum/General Experience: One to two years demonstrated performance in systems integration. Experienced in the documentation, implementation, maintenance and troubleshooting of smaller systems including information technology systems, operating systems, software applications, and COTS/GOTS systems. Generally assists other systems integrator personnel assigned to the project.

Functional Responsibility: Under direct supervision, works to design and develop departmental solutions integrating COTS, GOTS, and custom hardware and software components. Supports the capture and evaluation of system requirements and the analysis of hardware and software components for inclusion in overall technical solution. Assists in the implementation of system interfaces and custom hardware and software components.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Systems Integrator II

Minimum/General Experience: Three to four years demonstrated performance in systems integration. Experienced in the deployment, documentation, implementation, and troubleshooting of small to mid-sized systems including information technology systems, operating systems, software applications, and COTS/GOTS systems. Primarily focused on regional/departmental systems.

Functional Responsibility: Under general supervision, works to design and develop departmental solutions integrating COTS, GOTS, and custom hardware and software components. Participates in the capture and evaluation of system requirements and analyzes hardware and software components for inclusion in overall technical solution. Presents findings to customers and senior staff assigned to projects. Participates in the design and implementation of system interfaces and custom hardware and software components.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Systems Integrator III

Minimum/General Experience: Five to six years demonstrated performance in systems integration. Experienced in the development, documentation, implementation, and troubleshooting of large to mid-sized, moderately complex systems including information technology systems, operating systems, software applications, and COTS/GOTS systems. Primarily focused on division/department wide systems.

Functional Responsibility: Works independently to architect, design, and develop departmental solutions integrating COTS, GOTS, and custom hardware and software components. Captures and evaluates system requirements and analyzes hardware and software components for inclusion in overall technical solution. Presents findings to customers and senior staff assigned to projects. Designs and implements system interfaces and custom hardware and software components. Participates in solution performance testing and optimization.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Systems Integrator IV

Minimum/General Experience: More than six years demonstrated performance in systems integration. Experienced in leading the design, development, deployment, implementation, and troubleshooting of large, highly complex systems including information technology systems, operating systems, software applications, and COTS/GOTS systems. Primarily focused on enterprise wide systems.

Functional Responsibility: Leads architecture, design, and implementation of departmental solutions integrating COTS, GOTS, and custom hardware and software components. Evaluates system requirements and leads the technical analysis of hardware and software components for inclusion in overall technical solution. Presents findings to customers and senior staff assigned to projects. Leads the design and implementation of system interfaces and custom hardware software components. Leads solution performance testing and optimization.

Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Systems Support I

Minimum/General Experience: One to two years demonstrated performance in supporting business systems. Under direct supervision, maintains and improves customer satisfaction by providing troubleshooting with ability to identify and report on routine issues. Generally assists other systems support personnel assigned to the project.

Functional Responsibility: Under direct supervision, supports and maintains integrated hardware and software solutions. Provides user and system administrator support, including knowledge transfer and troubleshooting. Adds or modifies hardware and software solution components to correct defects, improve performance, and incorporate additional capabilities.

Minimum Education: Bachelor's degree or equivalent industry experience.

Systems Support II

Minimum/General Experience: Three to four years demonstrated performance in supporting business systems. Under general supervision, addresses system issues by identifying and resolving solutions to more difficult problems. Primarily focused on supporting small to medium sized systems.

Functional Responsibility: Under general supervision, supports and maintains integrated hardware and software solutions. Provides user and system administrator support, including knowledge transfer and troubleshooting. Conducts user and system administrator training sessions. Adds or modifies hardware and software solution components to correct defects, improve performance, and incorporate additional capabilities. Identifies and implements patches and upgrades as appropriate.

Minimum Education: Bachelor's degree or equivalent industry experience.

Systems Support III

Minimum/General Experience: Four to five years demonstrated performance in supporting business systems. Under general direction, addresses system issues by implementing work-arounds and interim solutions to reported problems. Primarily focused on supporting medium to large sized systems.

Functional Responsibility: Participates in support and maintenance operations for integrated hardware and software solutions. Interfaces with client management personnel in addition to end users. Provides user and system administrator support, including knowledge transfer and troubleshooting. Participates in development of training material and conducts user and system administrator training sessions. Adds or modifies hardware and software solution components to correct defects, improve performance, and incorporate additional capabilities. Monitors system interfaces and repairs as needed.

Minimum Education: Bachelor's degree or equivalent industry experience.

Systems Support IV

Minimum/General Experience: Five plus years demonstrated performance in supporting systems to include workstations, servers, and applications. Can lead, plan, and make modifications to existing systems and develop work-arounds and fixes to existing system shortfalls. Primarily focused on supporting large, enterprise business systems.

Functional Responsibility: Leads support and maintenance operations for integrated hardware and software solutions. Prioritizes support requests. Oversees the systems support team and interfaces with client management personnel in addition to end users. Provides user and system administrator support, including knowledge transfer and troubleshooting. Leads development of training material and leads delivery of user and system administrator training. Leads efforts to add or modify hardware and software solution components to correct defects, improve performance, and incorporate additional capabilities. Leads system and interfaces monitoring and repair activities.

Minimum Education: Bachelor's degree or equivalent industry experience.

Systems Technician I

Minimum/General Experience: Three to five years demonstrated performance in related systems technology. Experienced in topics such as architecting, designing and developing large-scale, moderately complex systems including messaging, software applications, operating systems implementations, and COTS/GOTS hardware and

software implementations.

Functional Responsibility: Assists in the architecture and design of enterprise solutions integrating COTS, GOTS, and custom hardware and software components. Participates in major program systems development on a life-cycle basis including methodology, design approaches, and architectural and engineering considerations. Assists in capacity planning for integrated enterprise solutions and designs and develops custom components as needed. Supports the design, development, and implementation of integrated messaging and communications platforms. Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Systems Technician II

Minimum/General Experience: Five plus years demonstrated performance in related systems technology. Experienced in topics such as architecting, designing and developing large-scale, moderately complex systems including messaging, software applications, operating systems, and COTS/GOTS hardware and software implementations.

Functional Responsibility: Participates in the architecture and design of enterprise solutions integrating COTS, GOTS, and custom hardware and software components. Participates in major program systems development on a life-cycle basis including methodology, design approaches, and architectural and engineering considerations. Performs capacity planning for integrated enterprise solutions and designs and develops custom components as needed. Design, development, and implementation of integrated messaging and communications platforms. Minimum Education: Bachelor's degree or equivalent industry experience with relevant certifications.

Technical Writer I

Minimum/General Experience: One to two years experience writing and editing technical material. Works in close cooperation with engineers and other professional specialists. Works under close technical supervision.

Functional Responsibility: Works under the direction of engineers and other professional specialists. Works under close technical supervision.

Minimum Education: High School diploma.

Technical Writer II

Minimum/General Experience: Three to four years experience writing and editing technical material. Works in close cooperation with engineers and other professional specialists.

Functional Responsibility: Works in close cooperation with engineers and other professional specialists. Works under general technical supervision.

Minimum Education: High School diploma

Technical Writer III

Minimum/General Experience: Four to five years experience writing and editing technical material. Works in close cooperation with engineers and other professional specialists. May prepare original text based on technical data provided. Generally approves layout and exercises control over graphic design.

Functional Responsibility: Works in close cooperation with engineers and other professional specialists. May prepare original text based on technical data provided. Participates in meetings to determine requirements, specifications and any other required documents that are part of the deliverable.

Minimum Education: High School diploma.

Authorized GSA Prices – SIN 132-51 Professional Services Labor Categories

Labor Category	GSA Offered Rate W IFF through 2/28/17	GSA Offered Rate W IFF through 2/28/18	GSA Offered Rate W IFF through 2/28/19	GSA Offered Rate W IFF through 2/28/20	GSA Offered Rate W IFF through 2/28/21
Analyst 1	\$ 114.24	\$118.02	\$121.78	\$125.56	\$129.34
Analyst 2	\$ 157.92	\$162.57	\$167.21	\$171.86	\$177.43
Analyst 3	\$ 175.39	\$180.96	\$186.52	\$192.09	\$197.65
Analyst 4	\$ 204.99	\$211.54	\$218.10	\$224.64	\$231.19
Application Support 1	\$ 134.80	\$138.45	\$143.00	\$147.56	\$152.11
Application Support 2	\$ 144.28	\$148.80	\$153.30	\$157.81	\$162.32
Application Support 3	\$ 151.26	\$155.80	\$160.32	\$164.86	\$169.38
Application Support 4	\$ 156.54	\$161.01	\$165.48	\$170.85	\$176.22
Associate Software Consultant	\$ 247.99	\$255.67	\$263.35	\$271.02	\$279.47
Associate SW Consultant 2	\$ 361.12	\$372.23	\$383.35	\$394.45	\$406.49
Customer Support Rep 1	\$ 54.49	\$56.19	\$57.89	\$59.60	\$61.30
Customer Support Rep 2	\$ 73.63	\$76.26	\$78.89	\$81.52	\$84.15
Customer Support Rep 3	\$ 91.43	\$93.98	\$96.54	\$99.11	\$101.67
Customer Support Rep 4	\$ 110.35	\$113.71	\$117.08	\$120.45	\$123.82
Managing Software Consultant	\$ 536.22	\$552.31	\$569.29	\$586.27	\$604.14
Managing Software Consultant 2	\$ 619.88	\$638.44	\$657.92	\$677.41	\$697.82
Network Integrator 1	\$ 94.66	\$97.31	\$99.96	\$102.62	\$105.27
Network Integrator 2	\$ 116.12	\$119.84	\$123.56	\$127.26	\$130.98
Network Integrator 3	\$ 124.93	\$128.57	\$132.22	\$135.87	\$139.52
Network Technician 1	\$ 137.92	\$142.19	\$146.44	\$150.70	\$154.95
Network Technician 2	\$ 167.42	\$171.99	\$177.48	\$182.97	\$188.46
Network Technician 3	\$ 181.66	\$187.29	\$192.92	\$198.55	\$204.17
Network Technician 4	\$ 207.30	\$213.93	\$220.57	\$227.20	\$233.84
Principal Software Consultant	\$ 375.01	\$386.97	\$398.59	\$410.21	\$422.72
Senior Software Consultant	\$ 355.36	\$369.68	\$380.35	\$391.90	\$403.46
Senior Software Consultant 2	\$ 536.24	\$552.07	\$568.83	\$585.59	\$603.27
Software Consultant	\$ 280.82	\$289.26	\$297.69	\$306.90	\$316.11
Software Consultant 2	\$ 445.52	\$458.60	\$472.60	\$486.62	\$501.56
Software Integrator 1	\$ 156.76	\$161.79	\$166.82	\$171.85	\$176.88
Software Integrator 2	\$ 179.75	\$184.84	\$190.77	\$196.71	\$202.64
Software Integrator 3	\$ 202.29	\$208.34	\$214.39	\$220.44	\$227.36
Software Integrator 4	\$ 218.39	\$225.19	\$231.99	\$238.79	\$245.58
Software Technician 1	\$ 263.03	\$271.11	\$279.19	\$287.27	\$296.25
Software Technician 2	\$ 299.51	\$308.47	\$317.44	\$327.30	\$337.17
Software Technician 3	\$ 365.30	\$376.09	\$387.79	\$399.49	\$411.18
Software Technician 5	\$ 462.67	\$476.75	\$490.81	\$505.77	\$520.73
Systems Integrator 1	\$ 144.05	\$148.52	\$153.00	\$157.47	\$161.94

Labor Category	GSA Offered Rate W IFF through 2/28/17	GSA Offered Rate W IFF through 2/28/18	GSA Offered Rate W IFF through 2/28/19	GSA Offered Rate W IFF through 2/28/20	GSA Offered Rate W IFF through 2/28/21
Systems Integrator 2	\$ 158.36	\$162.81	\$167.25	\$172.59	\$177.93
Systems Integrator 3	\$ 180.04	\$185.41	\$190.79	\$196.16	\$202.43
Systems Integrator 4	\$ 193.28	\$199.40	\$205.52	\$211.65	\$217.76
Systems Support 1	\$ 101.80	\$105.20	\$108.59	\$111.98	\$115.38
Systems Support 2	\$ 115.50	\$119.02	\$122.55	\$126.08	\$129.60
Systems Support 3	\$ 120.92	\$124.45	\$127.98	\$131.51	\$135.04
Systems Support 4	\$ 129.27	\$132.87	\$136.45	\$140.95	\$145.43
Systems Technician 1	\$ 213.34	\$219.69	\$226.05	\$232.40	\$239.66
Systems Technician 2	\$ 233.70	\$240.74	\$247.76	\$254.79	\$262.70
Technical Writer 1	\$ 65.09	\$66.80	\$68.51	\$70.23	\$71.94
Technical Writer 2	\$ 84.63	\$87.28	\$89.92	\$92.57	\$95.21
Technical Writer 3	\$ 98.53	\$101.22	\$103.90	\$106.59	\$110.18

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
CLOUD COMPUTING SERVICES
(SPECIAL ITEM NUMBER 132 40)**

******NOTE: If offering related IT Professional Services over and above initial onboarding and training, reference SIN 132-51, per Guidance to Ordering Activities on Professional services below.**

******NOTE: This new SIN presents a clear way for Contractors to provide cloud computing services according to NIST definitions and principles within the scope of today's technology and standards with a secondary goal of accommodating ongoing technical advances in cloud computing.**

1. SCOPE

The prices, terms and conditions stated under Special Item Number (SIN) 132-40 Cloud Computing Services apply exclusively to Cloud Computing Services within the scope of this Information Technology Schedule.

This SIN provides ordering activities with access to technical services that run in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Services relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs.

The scope of this SIN is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other IT Schedule 70 SINs (e.g. 132-51).

Sub-categories in scope for this SIN are the three NIST Service Models: Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). Offerors may optionally select a single sub-category that best fits a proposed cloud service offering. Only one sub-category may be selected per each proposed cloud service offering. Offerors may elect to submit multiple cloud service offerings, each with its own single sub-category. The selection of one of three sub-categories does not prevent Offerors from competing for orders under the other two sub-categories. See service model guidance for advice on sub-category selection.

Sub-category selection within this SIN is optional for any individual cloud service offering, and new cloud computing technologies that do not align with the aforementioned three sub-categories may be included without a sub-category selection so long as they comply with the essential characteristics of cloud computing as outlined by NIST.

See Table 1 for a representation of the scope and sub-categories.

Table 1: Cloud Computing Services SIN

SIN Description	Sub-Categories ¹
<ul style="list-style-type: none"> ● 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 	<ol style="list-style-type: none"> 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.

2. DESCRIPTION OF CLOUD COMPUTING SERVICES AND PRICING

*****NOTE TO CONTRACTORS: The information provided below is designed to assist Contractors in qualifying cloud computing services for this SIN and providing complete descriptions and pricing information. This language should NOT be printed as part of the Information Technology Schedule Pricelist; instead, Contractors should respond to each service requirement as it relates to each cloud computing service offered under the contract. There is guidance provided in subsequent sections of the Terms and Conditions to assist in determining how to meet these requirements. This section delineates requirements for submitting a proposal for the Cloud SIN, as well as requirements that apply to Task Orders*****

a. Service Description Requirements for Listing Contractors

The description requirements below are in addition to the overall Schedule 70 evaluation criteria described in SCP-FSS-001, SCP-FSS-004 and other relevant publications.

Refer to overall Schedule 70 requirements for timelines related to description and other schedule updates, including but not limited to clauses 552.238-81 – section E and clause I-FSS-600.

¹ 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.

Table 2 summarizes the additional Contractor-provided description requirements for services proposed under the Cloud Computing Services SIN. 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:

- ☐ 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.
- ☐ 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 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.
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	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

# Description Requirement Reporting Type Instructions	
no sub-category.	this document for detailed direction on how to best categorize a service for the NIST IaaS, PaaS, and SaaS service models.

b. Pricing of Cloud Computing Services

All current pricing requirements for Schedule 70, including provision SCP-FSS-001 (Section III Price Proposal), SCP-FSS-004 (Section III Price Proposal), and clause I-FSS-600 Contract Price Lists, apply. At the current time there is no provision for reducing or eliminating standard price list posting requirements to accommodate rapid cloud price fluctuations.

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.

3. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

a. Acceptance Testing

Any required Acceptance Test Plans and Procedures shall be negotiated by the Ordering Activity at task order level. The Contractor shall perform acceptance testing of the systems for Ordering Activity approval in accordance with the approved test procedures.

b. Training

If training is provided commercially the Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. Contractor is responsible for indicating if there are separate training charges.

c. Information Assurance/Security Requirements

The contractor shall meet information assurance/security requirements in accordance with the Ordering Activity requirements at the Task Order level.

d. Related Professional Services

The Contractor is responsible for working with the Ordering Activity to identify related professional services and any other services available on other SINs that may be associated with deploying a complete cloud solution. Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN.

e. Performance of Cloud Computing Services

The Contractor shall respond to Ordering Activity requirements at the Task Order level with proposed capabilities to Ordering Activity performance specifications or indicate that only standard specifications are offered. In all cases the Contractor shall clearly indicate standard service levels, performance and scale capabilities.

The Contractor shall provide appropriate cloud computing services on the date and to the extent and scope agreed to by the Contractor and the Ordering Activity.

f. Reporting

The Contractor shall respond to Ordering Activity requirements and specify general reporting capabilities available for the Ordering Activity to verify performance, cost and availability.

In accordance with commercial practices, the Contractor may furnish the Ordering Activity/user with a monthly summary Ordering Activity report.

4. RESPONSIBILITIES OF THE ORDERING ACTIVITY

The Ordering Activity is responsible for indicating the cloud computing services requirements unique to the Ordering Activity. Additional requirements should not contradict existing SIN or IT Schedule 70 Terms and Conditions. Ordering Activities should include (as applicable) Terms & Conditions to address Pricing, Security, Data Ownership, Geographic Restrictions, Privacy, SLAs, etc.

Cloud services typically operate under a shared responsibility model, with some responsibilities assigned to the Cloud Service Provider (CSP), some assigned to the Ordering Activity, and others shared between the two. The distribution of responsibilities will vary between providers and across service models.

Ordering activities should engage with CSPs to fully understand and evaluate the shared responsibility model proposed. Federal Risk and Authorization Management Program (FedRAMP) documentation will be helpful regarding the security aspects of shared responsibilities, but operational aspects may require additional discussion with the provider.

a. Ordering Activity Information Assurance/Security Requirements Guidance

- i. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA) as applicable.
- ii. The Ordering Activity shall assign a required impact level for confidentiality, integrity and availability (CIA) prior to issuing the initial statement of work.² The Contractor must be capable of meeting at least the minimum security requirements assigned against a low-impact information system in each CIA assessment area (per FIPS 200) and must detail the FISMA capabilities of the system in each of CIA assessment area.
- iii. Agency level FISMA certification, accreditation, and evaluation activities are the responsibility of the Ordering Activity. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Cloud Computing Services.

² Per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “*Standards for Security Categorization of Federal Information and Information Systems*”) (FIPS 200, “*Minimum Security Requirements for Federal Information and Information Systems*”)

- iv. The Ordering Activity has final responsibility for assessing the FedRAMP status of the service, complying with and making a risk-based decision to grant an Authorization to Operate (ATO) for the cloud computing service, and continuous monitoring. A memorandum issued by the Office of Management and Budget (OMB) on Dec 8, 2011 outlines the responsibilities of Executive departments and agencies in the context of FedRAMP compliance.³
- v. Ordering activities are responsible for determining any additional information assurance and security related requirements based on the nature of the application and relevant mandates.

b. Deployment Model

If a particular deployment model (Private, Public, Community, or Hybrid) is desired, Ordering Activities are responsible for identifying the desired model(s). Alternately, Ordering Activities could identify requirements and assess Contractor responses to determine the most appropriate deployment model(s).

c. Delivery Schedule

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*.

d. Interoperability

Ordering Activities are responsible for identifying interoperability requirements. Ordering Activities should clearly delineate requirements for API implementation and standards conformance.

e. Performance of Cloud Computing Services

The Ordering Activity should clearly indicate any custom minimum service levels, performance and scale requirements as part of the initial requirement.

f. Reporting

The Ordering Activity should clearly indicate any cost, performance or availability reporting as part of the initial requirement.

g. Privacy

The Ordering Activity should specify the privacy characteristics of their service and engage with the Contractor to determine if the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could be requiring assurance that the service is capable of safeguarding Personally Identifiable Information (PII), in accordance with NIST SP 800-122⁴ and OMB memos M-06-16⁵ and M-

³ MEMORANDUM FOR CHIEF INFORMATION OFFICERS: Security Authorization of Information Systems in Cloud Computing Environments. December 8, 2011.

⁴ NIST SP 800-122, "Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)"

⁵ OMB memo M-06-16: Protection of Sensitive Agency Information
<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2006/m06-16.pdf>

07-16⁶. An Ordering Activity will determine what data elements constitute PII according to OMB Policy, NIST Guidance and Ordering Activity policy.

h. Accessibility

The Ordering Activity should specify the accessibility characteristics of their service and engage with the Contractor to determine the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could require assurance that the service is capable of providing accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d).

i. Geographic Requirements

Ordering activities are responsible for specifying any geographic requirements and engaging with the Contractor to determine that the cloud services offered have the capabilities to meet geographic requirements for all anticipated task orders. Common geographic concerns could include whether service data, processes and related artifacts can be confined on request to the United States and its territories, or the continental United States (CONUS).

j. Data Ownership and Retrieval and Intellectual Property

Intellectual property rights are not typically transferred in a cloud model. In general, CSPs retain ownership of the Intellectual Property (IP) underlying their services and the customer retains ownership of its intellectual property. The CSP gives the customer a license to use the cloud services for the duration of the contract without transferring rights. The government retains ownership of the IP and data they bring to the customized use of the service as spelled out in the FAR and related materials.

General considerations of data ownership and retrieval are covered under the terms of Schedule 70 and the FAR and other laws, ordinances, and regulations (Federal, State, City, or otherwise). Because of considerations arising from cloud shared responsibility models, ordering activities should engage with the Contractor to develop more cloud-specific understandings of the boundaries between data owned by the government and that owned by the cloud service provider, and the specific terms of data retrieval.

In all cases, the Ordering Activity should enter into an agreement with a clear and enforceable understanding of the boundaries between government and cloud service provider data, and the form, format and mode of delivery for each kind of data belonging to the government.

The Ordering Activity should expect that the Contractor shall transfer data to the government at the government's request at any time, and in all cases when the service or order is terminated for any reason, by means, in formats and within a scope clearly understood at the initiation of the service. Example cases that might require clarification include status and mode of delivery for:

- ☐ Configuration information created by the government and affecting the government's use of the cloud provider's service.
- ☐ Virtual machine configurations created by the government but operating on the cloud provider's service.

⁶ OMB Memo M-07-16: Safeguarding Against and Responding to the Breach of Personally Identifiable Information
<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fv2007/m07-16.pdf>

- Profile, configuration and other metadata used to configure SaaS application services or PaaS platform services.

The key is to determine in advance the ownership of classes of data and the means by which Government owned data can be returned to the Government.

k. Service Location Distribution

The Ordering Activity should determine requirements for continuity of operations and performance and engage with the Contractor to ensure that cloud services have adequate service location distribution to meet anticipated requirements. Typical concerns include ensuring that:

- Physical locations underlying the cloud are numerous enough to provide continuity of operations and geographically separate enough to avoid an anticipated single point of failure within the scope of anticipated emergency events.
- Service endpoints for the cloud are able to meet anticipated performance requirements in terms of geographic proximity to service requestors.

Note that cloud providers may address concerns in the form of minimum distance between service locations, general regions where service locations are available, etc.

l. Related Professional Services

Ordering activities should engage with Contractors to discuss the availability of limited assistance with initial setup, training and access to the services that may be available through this SIN.

Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN. Ordering activities should consult the appropriate GSA professional services schedule.

5. GUIDANCE FOR CONTRACTORS

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

Contractor-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 Factors for Evaluation. 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 under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP 800-145⁷.

Contractors 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.

⁷ <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>

In addition, contractors submitting services for listing under this SIN are encouraged to select a sub- category for each service proposed under this SIN with respect to a single principal NIST cloud service model that most aptly characterizes the service. Service model categorization is optional.

Both service and deployment model 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 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	<ul style="list-style-type: none"> Ordering activities can directly provision services without requiring Contractor intervention. This characteristic is typically implemented via a service console or programming interface for provisioning 	<p>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 annual payments on what are essentially on demand services.</p> <p>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:</p> <ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Ordering activities 	<ul style="list-style-type: none"> Broad network access must be available without

Characteristic	Capability	Guidance
Access	<p>are able to access services over standard agency networks</p> <ul style="list-style-type: none"> • Service can be accessed and consumed using standard devices such as browsers, tablets and mobile phones 	<p>significant qualification and in relation to the deployment model and security domain of the service</p> <ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Pooling distinguishes cloud services from offsite hosting. • Ordering activities draw resources from a common pool maintained by the Contractor • Resources may have general characteristics such as regional location 	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Rapid provisioning and de-provisioning commensurate with demand 	<ul style="list-style-type: none"> • Rapid elasticity is a specific demand-driven case of self-service • Procurement guidance for on-demand self-service applies to rapid elasticity as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually negotiate other contractual arrangements for procurement and payment. • ‘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.

Characteristic	Capability	Guidance
Measured Service	<ul style="list-style-type: none"> Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service 	<ul style="list-style-type: none"> 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. 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

Inheriting Essential Characteristics

Cloud services 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. Services 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.

b. 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 services 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 (include 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:

- 1) 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.
- 2) Primary Focus of the Service.** 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.
- 3) 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.
- 4) 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 3 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 3: Guidance on Mapping to NIST Service Models

Service Model	Guidance
Infrastructure as a Service (IaaS)	<p>Select an IaaS model for service based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices.</p> <ul style="list-style-type: none"> <input type="checkbox"/> IaaS services are typically consumed by system or device managers who would configure physical hardware in a non-cloud setting <input type="checkbox"/> 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	Select a PaaS model for service based equivalents of complete or partial software
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Service Model

Guidance

Service (PaaS)

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 an 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:

Service Model	Guidance:
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- | | |
|--|--|
| <div><ul style="list-style-type: none"><input type="checkbox"/> They are software services, which offer significant core functionality out of the box. They must<input type="checkbox"/> be configured with customer data and structures to deliver results</div> | |
|--|--|

As noted in IaaS, operating systems represent a grey 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.

c. 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 4: 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.

FACTORS FOR EVALUATION FOR IT SCHEDULE 70 CLOUD COMPUTING SERVICES SIN

The following technical evaluation factor applies in addition to the standard Schedule 70 evaluation factors outlined in CI-FSS-152 ADDITIONAL EVALUATION FACTORS and related documents and applies solely to the Cloud Computing Services SIN. A template will be provided at the time of solicitation refresh to complete the requested documentation.

FACTOR - Cloud Computing Services Adherence to Essential Cloud Characteristics

Within a two page limitation for each cloud service submitted, provide a description of how the cloud computing service meets each of the five essential cloud computing characteristics as defined in described in National Institute of Standards and Technology (NIST) Special Publication 800-145 and subsequent versions of this publication. This standard specifies the definition of cloud computing for the use by Federal agencies. The cloud service must be capable of satisfying each of the five NIST essential Characteristics as follows:

- On-demand self-service
- Broad network access
- Resource Pooling
- Rapid Elasticity
- Measured Service

Refer to the ‘Guidance for Contractors’ section of the Terms & Conditions for the Cloud Computing Services SIN for guidance on meeting the NIST characteristics. For the purposes of the Cloud Computing Services SIN, meeting the NIST essential characteristics is concerned primarily with whether the underlying capability of the commercial service is available, whether or not an Ordering Activity actually requests or implements the capability.

FACTOR – Cloud Computing Services Deployment Model

For each cloud service submitted, provide a written description of how the proposed service meets the NIST definition of a particular deployment model (Public, Private, Community, or Hybrid), within a one half (1/2) page limitation for each designated deployment model of each cloud service submitted. Multiple deployment model selection is permitted, but at least one model must be indicated.

Refer to the ‘Guidance for Contractors’ section of the Terms & Conditions for the Cloud Computing Services SIN for guidance on identifying the appropriate deployment model according to the NIST service model definitions.

FACTOR - Cloud Computing Services Service Model

For each cloud computing service proposed to be categorized under a specific sub-category (IaaS, PaaS or SaaS), provide a written description of how the proposed service meets the NIST definition of that service model, within a half (1/2) page limitation for each cloud service submitted.

Refer to the ‘Guidance for Contractors’ section of the Terms & Conditions for the Cloud Computing Services SIN for guidance on categorizing the service into a sub-category according to the NIST service model definitions.

Note that it is not mandatory to select a sub-category, and therefore this factor for evaluation applies ONLY to cloud services proposed to fall under a specific sub-category. If no sub-category is selected, this factor does not need to be addressed. The two other factors (‘Adherence to Essential Cloud Characteristics’ and ‘Cloud Computing Services Deployment Model’) apply to all cloud services.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
CLOUD COMPUTING SERVICES
(SPECIAL ITEM NUMBER 132 40)**

******NOTE: If offering related IT Professional Services over and above initial onboarding and training, reference SIN 132-51, per Guidance to Ordering Activities on Professional services below.**

******NOTE: This new SIN presents a clear way for Contractors to provide cloud computing services according to NIST definitions and principles within the scope of today's technology and standards with a secondary goal of accommodating ongoing technical advances in cloud computing.**

TERMS AND CONDITIONS

Note: These terms are in addition to those described in Appendix T, IBM Cloud Services Agreement For IBM Federal Data Centers. During the contract period, International Business Machines Corporation (IBM) and the Government agree that these terms and conditions will apply to any order for IBM Cloud Services.

The term "Government" shall mean all Federal agencies (as defined in Paragraph (b) of 40 USC 472) the Senate, the House of Representatives, the Architect of the Capitol, and the Government of the District of Columbia, all of which are hereinafter referred to as the Government. The services under this Special Item will be available to the Government within the United States, the District of Columbia and Puerto Rico. Such sales will be made to the Government within the United States, the District of Columbia and Puerto Rico. On a case-by-case basis IBM will perform Services to overseas U.S. Government locations which are in support of national defense operations (including U.S. Embassies), and to locations which support the national interest of the United States.

1. SCOPE

The prices, terms and conditions stated under Special Item Number (SIN) 132-40 Cloud Computing Services apply exclusively to Cloud Computing Services within the scope of this Information Technology Schedule.

This SIN provides ordering activities with access to technical services that run in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Services relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs.

The scope of this SIN is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other IT Schedule 70 SINs (e.g. 132-51).

Sub-categories in scope for this SIN are the three NIST Service Models: Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). Offerors may optionally select a single sub-category that best fits a proposed cloud service offering. Only one sub-category may be selected per each proposed cloud service offering. Offerors may elect to submit multiple cloud service offerings, each with its own single sub-category. The selection of one of three sub-categories does not prevent Offerors from competing for orders under the other two sub-categories.

See service model guidance for advice on sub-category selection.

Sub-category selection within this SIN is optional for any individual cloud service offering, and new cloud computing technologies that do not align with the aforementioned three sub-categories may be included without a sub-category selection so long as they comply with the essential characteristics of cloud computing as outlined by NIST.

See Table 1 for a representation of the scope and sub-categories.

Table 1: Cloud Computing Services SIN:

IBM’s offering under this SIN includes Software as a Service and Infrastructure as a Service.

IBM’s Softlayer IaaS offering is provided to government customers as a subscription service. It provides the capability for a Client to provision processing, storage, networks, and other fundamental computing resources upon which a Client can run an array of software, including operating systems and applications. IBM’s Softlayer Federal Cloud (SFC) has specific data centers for government customers that meets FISMA and FedRamp requirements.

- 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.

3. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

a. Acceptance Testing

Any required Acceptance Test Plans and Procedures shall be negotiated by the Ordering Activity at task order level. The Contractor shall perform acceptance testing of the systems for Ordering Activity based on mutually agreed to and approved test procedures.

b. Training

Training, if requested shall be performed under SIN 132-51, Services.

c. Information Assurance/Security Requirements

IBM's information assurance/security requirements are in accordance with the SFC terms outlined herein and within Appendix T.

d. Related Professional Services

The Contractor is responsible for working with the Ordering Activity to identify related professional services and any other services available on other SINs that may be associated with deploying a complete cloud solution. Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN and available under SIN 132-51.

e. Performance of Cloud Computing Services

The Contractor shall respond to Ordering Activity requirements at the Task Order level. Responses will be based on requirements outlined in the Request for Proposal. Contractors may include proposed capabilities to Ordering Activity performance specifications or indicate that only standard specifications are offered. In all cases the Contractor shall clearly indicate standard service levels, performance and scale capabilities.

The Contractor shall provide appropriate cloud computing services on the date and to the extent and scope agreed to by the Contractor and the Ordering Activity.

f. Reporting

The Contractor shall respond to Ordering Activity requirements and specify general reporting capabilities available for the Ordering Activity to verify performance, cost and availability.

In accordance with commercial practices, the Contractor may furnish the Ordering Activity/user with a monthly summary Ordering Activity report.

4. RESPONSIBILITIES OF THE ORDERING ACTIVITY

The Ordering Activity is responsible for indicating the cloud computing services requirements unique to the Ordering Activity. Additional requirements should not contradict existing SIN or IT Schedule 70 Terms and Conditions. Ordering Activities should include (as applicable) Terms & Conditions to address Pricing, Security, Data Ownership, Geographic Restrictions, Privacy, SLAs, etc.

Cloud services typically operate under a shared responsibility model, with some responsibilities assigned to the Cloud Service Provider (CSP), some assigned to the Ordering Activity, and others shared between the two. The distribution of responsibilities will vary between providers and across service models.

Ordering activities should engage with CSPs to fully understand and evaluate the shared responsibility model proposed. Federal Risk and Authorization Management Program (FedRAMP) documentation will be helpful regarding the security aspects of shared responsibilities, but operational aspects may require additional discussion with the provider.

a. Ordering Activity Information Assurance/Security Requirements Guidance

- i. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA) as applicable.
- ii. The Ordering Activity shall assign a required impact level for confidentiality, integrity and availability (CIA) prior to issuing the initial statement of work.² The Contractor must be capable of meeting at least the minimum security requirements assigned against a low-impact information system in each CIA assessment area (per FIPS 200) and must detail the FISMA capabilities of the system in each of CIA assessment area.
- iii. Agency level FISMA certification, accreditation, and evaluation activities are the responsibility of the Ordering Activity. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Cloud Computing Services.

² Per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “*Standards for Security Categorization of Federal Information and Information Systems*”) (FIPS 200, “*Minimum Security Requirements for Federal Information and Information Systems*”)

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- iv. The Ordering Activity has final responsibility for assessing the FedRAMP status of the service, complying with and making a risk-based decision to grant an Authorization to Operate (ATO) for the cloud computing service, and continuous monitoring. A memorandum issued by the Office of Management and Budget (OMB) on Dec 8, 2011 outlines the responsibilities of Executive departments and agencies in the context of FedRAMP compliance.³
 - v. Ordering activities are responsible for determining any additional information assurance and security related requirements based on the nature of the application and relevant mandates.

b. Deployment Model

If a particular deployment model (Private, Public, Community, or Hybrid) is desired, Ordering Activities are responsible for identifying the desired model(s). Alternately, Ordering Activities could identify requirements and assess Contractor responses to determine the most appropriate deployment model(s).

c. Delivery Schedule

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*.

d. Interoperability

Ordering Activities are responsible for identifying interoperability requirements. Ordering Activities should clearly delineate requirements for API implementation and standards conformance.

e. Performance of Cloud Computing Services

The Ordering Activity should clearly indicate any custom minimum service levels, performance and scale requirements as part of the initial requirement.

f. Reporting

The Ordering Activity should clearly indicate any cost, performance or availability reporting as part of the initial requirement.

g. Privacy

The Ordering Activity should specify the privacy characteristics of their service and engage with the Contractor to determine if the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could be requiring assurance that the service is capable of safeguarding Personally Identifiable Information (PII), in accordance with NIST SP 800-122⁴ and OMB memos M-06-16⁵ and M-07-166. An Ordering Activity will determine what data elements constitute PII according to OMB Policy, NIST Guidance and Ordering Activity policy.

³ MEMORANDUM FOR CHIEF INFORMATION OFFICERS: Security Authorization of Information Systems in Cloud Computing Environments. December 8, 2011.

⁴ NIST SP 800-122, "Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)"

⁵ OMB memo M-06-16: Protection of Sensitive Agency Information
<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2006/m06-16.pdf>

⁶ OMB Memo M-07-16: Safeguarding Against and Responding to the Breach of Personally Identifiable Information
<http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

h. Accessibility

The Ordering Activity should specify the accessibility characteristics of their service and engage with the Contractor to determine the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could require assurance that the service is capable of providing accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d).

i. Geographic Requirements

Ordering activities are responsible for specifying any geographic requirements and engaging with the Contractor to determine that the cloud services offered have the capabilities to meet geographic requirements for all anticipated task orders. Common geographic concerns could include whether service data, processes and related artifacts can be confined on request to the United States and its territories, or the continental United States (CONUS).

j. Data Ownership and Retrieval and Intellectual Property

Intellectual property rights are not typically transferred in a cloud model. In general, CSPs retain ownership of the Intellectual Property (IP) underlying their services and the customer retains ownership of its intellectual property. The CSP gives the customer a license to use the cloud services for the duration of the contract without transferring rights. The government retains ownership of the IP and data they bring to the customized use of the service as spelled out in the FAR and related materials.

General considerations of data ownership and retrieval are covered under the terms of Schedule 70 and the FAR and other laws, ordinances, and regulations (Federal, State, City, or otherwise). Because of considerations arising from cloud shared responsibility models, ordering activities should engage with the Contractor to develop more cloud-specific understandings of the boundaries between data owned by the government and that owned by the cloud service provider, and the specific terms of data retrieval.

In all cases, the Ordering Activity should enter into an agreement with a clear and enforceable understanding of the boundaries between government and cloud service provider data, and the form, format and mode of delivery for each kind of data belonging to the government.

The Ordering Activity should expect that the Contractor shall transfer data to the government at the government's request at any time, and in all cases when the service or order is terminated for any reason, by means, in formats and within a scope clearly understood at the initiation of the service. Example cases that might require clarification include status and mode of delivery for:

- Configuration information created by the government and affecting the government's use of the cloud provider's service.
 - Virtual machine configurations created by the government but operating on the cloud provider's service.
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- Profile, configuration and other metadata used to configure SaaS application services or PaaS platform services.

The key is to determine in advance the ownership of classes of data and the means by which Government owned data can be returned to the Government.

k. Service Location Distribution

The Ordering Activity should determine requirements for continuity of operations and performance and engage with the Contractor to ensure that cloud services have adequate service location distribution to meet anticipated requirements. Typical concerns include ensuring that:

- Physical locations underlying the cloud are numerous enough to provide continuity of operations and geographically separate enough to avoid an anticipated single point of failure within the scope of anticipated emergency events.
- Service endpoints for the cloud are able to meet anticipated performance requirements in terms of geographic proximity to service requestors.

Note that cloud providers may address concerns in the form of minimum distance between service locations, general regions where service locations are available, etc.

l. Related Professional Services

Ordering activities should engage with Contractors to discuss the availability of limited assistance with initial setup, training and access to the services that may be available through this SIN.

Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN. Ordering activities should consult the appropriate GSA professional services schedule.

m. IBM's Softlayer Federal Cloud (IaaS) Service Description terms (see section below [Additional IBM Terms and Conditions](#)) outlines terms and conditions relative to the management and responsibility of the Government for its data/content in the IBM SFC datacenter.

5. GUIDANCE FOR CONTRACTORS

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

Contractor-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 Factors for Evaluation. 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 under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP800-145⁷.

Contractors 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.

⁷ <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>

In addition, contractors submitting services for listing under this SIN are encouraged to select a sub-category for each service proposed under this SIN with respect to a single principal NIST cloud service model that most aptly characterizes the service. Service model categorization is optional.

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

Table 2: Guidance on Meeting NIST Essential Characteristics

Characteristic	Capability	Guidance
On-demand self service	<ul style="list-style-type: none"> Ordering Activities can directly provision services without requiring Contractor intervention This characteristic is typically implemented via a service console or programming interface for provisioning 	<p>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 annual payments on what are essentially on demand services.</p> <p>Services under this SIN must be capable of true on-demand self-service, and ordering activities and Contractors must negotiate how they implement ondemand capabilities in practice at the task order level:</p> <ul style="list-style-type: none"> Ordering activities must specify their procurement approach and requirements for an 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	<ul style="list-style-type: none"> Ordering activities are able to access services over standard agency networks Service can be accessed and consumed using standard devices such as browsers, tablets and mobile phones 	<ul style="list-style-type: none"> 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 another 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

Characteristic	Capability	Guidance
Resource Pooling	<ul style="list-style-type: none"> Pooling distinguishes cloud services from offsite hosting. Ordering activities draw resources from a common pool maintained by the Contractor Resources may have general characteristics such as regional location 	<p>but should be indicated by the Contractor.</p> <ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Rapid provisioning and de-provisioning commensurate with demand 	<ul style="list-style-type: none"> Rapid elasticity is a specific demand-driven case of self-service Procurement guidance for on-demand self-service applies to rapid elasticity as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually negotiate other contractual arrangements for procurement and payment. '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	<ul style="list-style-type: none"> Measured service should be understood as a reporting requirement that enables and Ordering Activity to control their use in cooperation with self service 	<ul style="list-style-type: none"> 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

Inheriting Essential Characteristics

Cloud services 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. Services 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.

b. 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 services 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 (include 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:

- 1) **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.
- 2) **Primary Focus of the Service.** 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.

- 3) **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.
- 4) **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 3 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 3: Guidance on Mapping to NIST Service Models

Characteristic	Guidance
Infrastructure as a Service (IaaS)	<p>Select an IaaS model for service based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices.</p> <ul style="list-style-type: none"> 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 <p>Examples of IaaS services include virtual machines, object storage, disk block storage, network routers and firewalls, software defined networks.</p> <p>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.</p>
Platform as a Service (PaaS)	<p>Select a PaaS model for service based equivalents of complete or partial software Service (PaaS) 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.</p> <ul style="list-style-type: none"> 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.

Characteristic	Guidance
	<ul style="list-style-type: none"> • A limited range of configuration options for the platform service may be available. <p>Examples of complete PaaS services include:</p> <ul style="list-style-type: none"> • 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 an customer application in a proprietary language • A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services. <p>The essential characteristic of a complete PaaS is defined by the customer's ability to deploy a complete custom application directly on the platform.</p> <p>PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include:</p> <ul style="list-style-type: none"> • 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 <p>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.</p> <p>Note that both the partial and complete PaaS examples all have two things in common:</p> <ul style="list-style-type: none"> • 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 <p>As noted in IaaS, operating systems represent a grey 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.</p>
Software as a Service (SaaS)	<p>Select a SaaS model for service based equivalents of software applications.</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>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.</p> <p>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.</p>

c. 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 4: 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.

Additional IBM Terms and Conditions

IBM Softlayer Federal Cloud (SFC) IaaS Offering

Service Description

This Service Description describes the Cloud Service IBM makes available to Clients under the Federal Cloud Service Agreement, Appendix T (or equivalent Cloud Service terms between the parties)(Agreement). Client means and includes the Government Client, its authorized users or recipients of the Cloud Service.

1. Cloud Services

Upon IBM's acceptance of your Purchase Order or other authorized contract vehicle or funding document, IBM will activate a SoftLayer Services account to enable you to order and manage available Cloud Services via the SoftLayer Federal Cloud (SFC) using the standard procedures via the on-line SoftLayer Portal, or mobile app, or by assisted ordering using application programming interfaces (APIs), or by contacting IBM sales support staff. Information regarding Cloud Services, the Portal, account information, and support are provided and processed on-line and may be presented only in English.

Even if presented during the on-line order process, the terms of SoftLayer's agreements will not apply except as specifically set forth in this Service Description.

1.1 Ordering Services

Once Client's Softlayer account is enabled, account user may order Cloud Services using standard procedures as available in the Portal.

Client agrees that by using an assisted ordering method to place an order, Client specifically accepts the terms of this Service Description, any applicable additional Service Description for an IBM Cloud Service, and the Agreement or an applicable third party agreement for a Third Party Service (TPS Agreement).

IBM may, at its sole discretion, modify the Portal, APIs or assisted ordering procedures, and require Client to use the most current version of an API. IBM will use commercially reasonable efforts to provide: 1) advance notice of any change, except for minor enhancements to the Portal or ordering procedures, which may be done at any time. For any API change, IBM will continue support for prior versions of APIs for a reasonable period of time before discontinuation.

IBM will use commercially reasonable efforts to provide 1) advance Portal notice of applicable API changes, and 2) continue support for prior versions of the APIs for a reasonable period of time before discontinuation, unless there there is operational, legal, security or other risks or burdens to do so.

1.2 Cloud Services Enablement and Support

IBM will enable administrative rights to your specified account administrative user. Using the Portal the administrative user can perform account administration to enable users, specify authorizations, monitor use, support ticketing, and submit SLA claims. All support for the Cloud Services and communications use the Portal ticketing and support system.

The Softlayer standard support policy is available in the Portal (or other location as designated) and explains IBM's SoftLayer standard support policy (available without charge), as well as IBM's SoftLayer Services standard support resources and limitations. Unless otherwise agreed in writing, SoftLayer support is available only to Client (and its authorized users) and not to any Client end users. Client is solely responsible for providing all customer support and services (if any) to its end users.

Additional support or premium services may be available for an additional fee.

1.3 Use and Access to the Cloud Services

Cloud Services are self-managed by the Client, including configuration and management of the computing resources (such as security, backup, failover, restore, and monitoring), which Client determines necessary to meet Client's requirements and applicable laws. Client agrees no content exported to or from a selected location, or otherwise accessible by IBM to support use of the Cloud Services is (a) controlled as a defense article under the US International Traffic in Arms Regulation (ITAR) or under any other country's laws or regulations or (b) requires an export license or is otherwise restricted from export to any global resources or personnel under applicable export control laws.

"Third Party Services" may be ordered from IBM and are provided directly from a third party other than IBM and are provided under the terms of the applicable Third Party Agreement. IBM does not endorse or is responsible for a Third Party Service or a party to such agreement even if IBM invoices charges for such Third Party Services (TPS).

Some Third Party Services providers require IBM to disclose and obtain agreement to the applicable TPS Agreement terms. IBM makes such TPS Agreements available on the Portal or, if requested, by email. Client is responsible, prior to placing an order within Client's account for Third Party Services, to carefully review the applicable TPS Agreement terms, which may include links to additional terms such as privacy policy, or redirects to the Third Party Service provider's website. By placing an order directly or indirectly, by any ordering method, Client agrees to such TPS Agreement terms and is responsible to comply with such terms in the use of the Third Party Service. Do not place an order if you do not agree or have the authority to agree with the applicable TPS Agreement terms.

Client Solutions

Client may use a Cloud Service to create a "Solution" based in whole or in part on a Cloud Service, which you make available to third party Solution end users. Client may not resell direct access to Cloud Services using your account information to any third party. Client is responsible to have appropriate agreements in place with such Solution end user and are responsible for such end user's use of your Solution, including Solution end user content. You are solely responsible for any liability for damages or losses your Solution end users may incur as a result of using your Solution.

1.4 Cloud Service Order

The "Effective Date" for a Cloud Services or any upgrade is when the order is accepted by IBM. You will receive notice of acceptance through the Portal. Upon acceptance, the Portal ticketing system will initiate or change Cloud Services based upon Client's selections and Client may begin using the Cloud Services, including creating or uploading content.

Client is responsible for monitoring the term and funding allocated on your current Purchase Order or Contract and issue a modification prior to the term expiration or depletion of funds to continue to use the Cloud Services.

Client is responsible for saving, maintaining, and protecting all access keys generated for each Cloud Service. These are not maintained by IBM.

For each Cloud Service ordered, the "Initial Term" is the period commencing on the Effective Date until the next Anniversary Billing Date, unless the SoftLayer Service is cancelled by submitting a cancellation ticket in the Portal. The "Anniversary Billing Date" will be the first of each month. "Renewal Term" is a calendar month commencing on an Anniversary Billing Date unless terminated as provided herein. All Cloud Services continue until funds are depleted or the term ends on the governing Purchase Order or Contract, or until cancelled by you or upon termination as described in the section Term and Termination. Hourly Cloud Services are provided based on the number of hours in an order or otherwise agreed in writing. Hourly Cloud Services will be provided until you submit a cancellation ticket, the term is over, or when funding is exhausted.

Client must submit a notice to downgrade or cancel Cloud Services using a cancellation ticket through the Portal in accordance with SoftLayer specified procedures, with a minimum of 24 hours prior to 00:00:01 CST (GMT-6) of the Anniversary Billing Date. Failure to provide the required 24 hours' written notice will result in continued billing for Cloud Services provided the term of the Purchase Order

or Contract has not expired and funding is still available. Any Services cancelled prior to such 24 hour period will remain accessible to you until the automated process reclaims the Cloud Services on expiration of the Anniversary Billing Date. Client is responsible to monitor status of any order to cancel or downgrade Cloud Services to ensure it was successful. The effective date of downgrade or cancellation is the Anniversary Billing Date for the downgraded or cancelled Cloud Services. Cloud Services will continue to be available until the automated process reclaims the Cloud Service at the end of a term and no credits are provided for any unused portion. The deletion of your content is automatic when a Cloud Service is reclaimed. Upon cancellation of a Cloud Service, you relinquish use of the IP addresses and server names assigned to you and you agree to discontinue use of such Cloud Service, including pointing the DNS for Client domain name(s) away from the Cloud Service.

1.5 Network Access

Each ordered Cloud Service will be connected to SoftLayer's Private Network, SoftLayer's Public Network (except for those Cloud Services which are not exposed to the Internet), and SoftLayer's internal administrative network, and assigned to your dedicated private virtual local area network (VLAN). Network information and support documentation is available in the Portal. Client may disable the Public Network access at any time. SoftLayer's Private Network enables a virtual private network (VPN) connection for administrative access, intra-application communications, communications from one SoftLayer point of delivery Federal data center to another SoftLayer point of delivery Federal data center and for access to SoftLayer shared services. The administrative VPN enables Client to administer and manage ordered Cloud Services, and to upload, download, and manage content.

Client has no ownership or transfer rights to any IP addresses assigned to your Cloud Services and may not use IP address or VLANs not assigned to you. The [SoftLayer IP Address Policy](http://www.softlayer.com/Legal) (available at <http://www.softlayer.com/Legal> or such other location designated by Softlayer) governs use and provisioning of IP addresses, including IP addresses Client provides.

If a Cloud Service is suspended, in accordance with the Cloud Service Agreement, the Public Network access may be disabled until resolution of the violation. Temporary access using the Private Network VLAN to remedy a violation may be available.

1.5 Security

The Federal Softlayer Cloud Services provided out of the Federal Data Centers are FISMA moderate and FEDRAMP compliant. Client is responsible for the selection and management of security features and measures for the Cloud Services that Client orders including determining and implementing any requirements to manage unique workloads for any personal or regulated data (such as subject to Payment Card industry Data Security Standard (PCI DSS) requirements) Client collects or processes. Client is responsible for the maintenance, integrity, retention and backup of all content. If you order Softlayer managed hosting services for data backup services, Softlayer will use commercially reasonable measures to maintain the confidentiality of your content when performing such data backup services.

Upon cancellation of a Cloud Service, all content will be deleted. Account and user data collected and stored by SoftLayer will be handled as set forth in the [SoftLayer Privacy Agreement](#) available from the Portal.

Neither IBM or Softlayer will access Client content except and only to the extent required: i) when you expressly authorize in connection with requested support and ii) as specifically described in this Service Description or a mutually agreed to addendum; or iii) to the extent required by law or as necessary to comply with the request of a governmental or regulatory body or order from a court of competent jurisdiction. In the event of any such valid legal or governmental request and to the extent reasonably able; IBM will provide notice to Client if allowed.

Client is responsible for security of its access passwords and credentials. IBM may suspend access to the Portal or APIs at any time for unauthorized access or suspected misuse effective on Portal notice, or immediately in case of legal, operational or security risks. Client agrees to promptly report to IBM any security concerns, lost or stolen account information, or unauthorized access, whether generally or by use of account access credentials, passwords or authorizations. Security concerns or unauthorized access reports

may be sent to security@softlayer.com.

1.6 Service Level Agreements

The service level agreements (SLA) applicable to Softlayer Cloud Services are set forth in in Softlayer's Service Level Agreement (available at www.softlayer.com/about/legal or such location designated by Softlayer). Client must submit an SLA claim within seven days after the end of the claimed outage as described in the SLA procedures. The claim will be reviewed and credit for Verified Outages (SLA Credits) will be issued by IBM. SLA credits may not be transferred to sold to other parties. False or duplicative SLA claims may incur a one-time charge of \$50 per incident.

SLAs for other IBM Cloud Services will be as described in the applicable additional Service Description.

1.7 Charges

Monthly Charges will begin (i) on the Effective Date of the Initial Term, and will be prorated for such Initial Term, and (ii) continue monthly until Client submits a cancellation ticket for such Cloud Service as described in section titled Cloud Service Order, the funding is depleted, the term has ended on the governing Purchase Order or Contract, or upon any termination of the Cloud Services. Monthly charges will be billed in arrears and due in accordance with the Prompt Payment Act. . Charges for additional services fees or hourly services will be based upon actual usage and overages and will be invoiced in arrears. One time charges will be invoiced upon acceptance of an order.

IBM will invoice you applicable Charges for each Cloud Service based upon your selected configuration and options ordered within your account. Charges are non-refundable.

If you require specific funding authorization for IBM to invoice charges, such as a purchase order, you are responsible to provide and keep such authorization timely and current with sufficient funding authorization to cover the Initial Term and all Renewal Terms for all orders submitted for your account so as not to interrupt Cloud Services.

1.8 Term and Termination

Term

The term for a Cloud Service will start on the "Effective Date" and continues until funding is depleted, the term has ended on the governing Purchase Order or Contract, Client submits a cancellation order, or upon any termination of the Cloud Services. Suspension and Termination

IBM may suspend Cloud Services without liability as set forth in the Agreement if IBM reasonably determines: i) a security breach affecting Client or Softlayer infrastructure, network, or other customers; ii) a violation of law; or iii) Client's use may subject Softlayer, IBM or a Softlayer third party provider to liability. Client agrees to cooperate with IBM in any investigation to resolve a party provider to liability. Client agrees to cooperate with IBM in any investigation to resolve a suspension. IBM will only suspend the Softlayer Services causing, or the basis for, a suspension.

IBM will try to give reasonable advance notice of a suspension and an opportunity to remedy the cause of a suspension, unless immediate suspension is necessary to protect Softlayer or its customers from operational, security, or other risk, or if ordered by a court or other judicial body.

If use is suspended for all or any portion of the Cloud Services:

- a. Client remains responsible for all charges incurred through the date of suspension and for any Cloud Services Client has continued access during or after a suspension;
- b. Client is not entitled to any SLA Credits for any period of suspension; and
- c. IBM or Softlayer is not liable for any damages or losses Client may incur as a result of loss of access to content during a suspension.

Client may cancel or terminate a Cloud Service at any time as described in the section titled

Cloud Service Order.

Client instructs IBM to delete content upon expiration, cancellation, or termination, and Client understand that deletion is automatic and content is not recoverable. Client must discontinue use of the Cloud Services on such effective date, and relinquish use of IP addresses, infrastructure and all other materials provided in connection with the Cloud Services, including pointing the Domain Name System (DNS) for Client's domain names away from the Cloud Services.

Any particular Cloud Service may be withdrawn by providing Client notice of withdrawal at least 10 days prior to the expiration of the Initial Term or a Renewal Term, or at the end of the next billing period for hourly services. IBM will provide at least 90 days notification if Cloud Services are withdrawn from the market entirely. If IBM withdraws a Cloud Service which the Client has ordered, IBM will continue to provide such Cloud Service for the remainder of the then-current Term of the Purchase Order or Contract or for 12 months from the effective date of withdrawal, whichever is earlier. However, no withdrawn Cloud Service may be ordered after the effective date of withdrawal.

IBM may close Client's account if no SoftLayer Services are ordered within the account or remain active within any six month period. IBM may terminate this Agreement for multiple violations of its terms, in accordance the Contract Disputes Act process.

1.9 General

IBM (or its licensors) own all legal rights to the Portal and APIs, including, without limitation, any intellectual property rights which subsist in the Portal and APIs (whether such rights are registered or unregistered, and wherever in the world those rights may exist).

2.0 APPLE LICENSED APPLICATIONS

The following terms apply to any download or use of any IBM SoftLayer applications that run on the Apple Inc. ("Apple") operating system ("iOS") ("Licensed Application") to enable use of mobile app access to the Cloud Services, such as with the iPhone, iPod touch, iPad or other related device using such iOS::

Apple Licensed Applications

The following terms of use apply to any download or use of any SoftLayer applications that run on the Apple Inc. (Apple) operating system (iOS) (Licensed Application) to enable use of mobile app access to the SoftLayer Services, such as use with the iPhone, iPod touch, iPad or other related device using such iOS.

- d. This agreement is between Client and IBM and not with Apple. IBM or its subsidiary SoftLayer are solely responsible for the Licensed Application and the content thereof. These terms for use of the Licensed Application are not less restrictive than the usage rules set forth in the App Store terms of service (<http://www.apple.com/legal/itunes/appstore/dev/stdeula/>) (Usage Rules).
- e. These terms of use for the Licensed Application are not in conflict with the App Store terms of service as of the effective date of the order, which Client has had the opportunity to review.
- f. The license granted to Client for the Licensed Application is limited to a non-transferable license to use the Licensed Application on any iOS that Client owns or controls and as permitted by the Usage Rules.
- g. Apple has no obligation to furnish any maintenance and support services with respect to the Licensed Application. Any available maintenance and support will be provided by SoftLayer.
- h. In the event of any failure of the Licensed Application to conform to any applicable warranty, Client may notify Apple, and Apple will refund any purchase price for the Licensed Application to

Client; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be IBM's or SoftLayer's sole responsibility, whether express or implied by law, to the extent not otherwise disclaimed.

- i. IBM or SoftLayer, not Apple, are responsible for addressing any claims Client or any third party may have relating to the Licensed Application or Client's possession and/or use of the Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- j. In the event of any third party claim that the Licensed Application or Client's possession and use of the Licensed Application infringes that third party's intellectual property rights, IBM, SoftLayer and/or Client, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- k. Any questions, complaints or claims with respect to the Licensed Application may be emailed to sales@softlayer.com or mailed to:

IBM
Stanford Corporate Center
14001 North Dallas Parkway, Suite
M100
Dallas, TX 75244 75240

- l. Apple, and Apple's subsidiaries, are third party beneficiaries of the terms pertaining to the Licensed Application, and upon Client's acceptance of these terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms solely with regard to the Licensed Application against Client as a third party beneficiary thereof.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES
(SPECIAL ITEM NUMBER 132-52)**

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "*Standards for Security Categorization of Federal Information and Information Systems*") (FIPS 200, "*Minimum Security Requirements for Federal Information and Information Systems*") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

3. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

4. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

5. ORDER

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

6. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

8. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

10. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

11. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

12. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

N/A

13. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

14. ELECTRONIC COMMERCE SERVICE PLAN

- (a) Describe the electronic service plan and eligibility requirements.

See Microsoft License Terms and Conditions for GSA (Page 114).

- (b) Describe charges, if any, for additional usage guidelines.

See Microsoft License Terms and Conditions for GSA (Page 114).

- (c) Describe corporate volume discounts and eligibility requirements, if any.

See Microsoft License Terms and Conditions for GSA (Page 114).

AWS Customer Access Terms - U.S. Federal Agencies

These AWS Customer Access Terms (the "**Access Terms**") govern your access to and use of the Services (as defined below) provided to you by your systems integrator, reseller, or services provider ("**Provider**"), and set out the additional rules, conditions and restrictions that apply to the entity you represent ("**you**") for use of the Services of Amazon Web Services LLC ("**AWS**") granted to you by Provider. In these Access Terms, "we", "**us**", or "**our**" means AWS and any of its affiliates. Please see Section 9 for definitions of certain capitalized terms used in these Access Terms.

1. Use of the Services.

1.1 **Generally.** You are provided access to the Services by your Provider. Your use of and access to the Services is governed by the agreement between you and Provider. These Access Terms supplement the terms of such agreement. AWS Service Level Agreements do not apply to your use of the Services. Your continued access to and use of the Services is conditioned on your compliance with all laws, rules, regulations, policies and instructions applicable to your use of the Services, including the Service Terms, the Acceptable Use Policy and the other Policies as defined in Section 9.

1.2 **Account Keys.** Provider may provide you with AWS account keys which will allow you to directly access the Services via their account. You are responsible for all activities that occur under these account keys, regardless of whether the activities are undertaken by you or a third party (including your employees, contractors or agents) and we are not responsible for unauthorized access to the account.

1.3 **Third Party Materials.** Through the use of Provider's AWS account, you may have access to Third Party Materials, such as software applications provided by third parties, which are made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Your use of any Third Party Materials is at your sole risk.

2. Your Responsibilities

2.1 **Your Materials.** You are solely responsible for the development, content, operation, maintenance, and use of Your Materials. For example, you are solely responsible for:

- (a) the technical operation of Your Materials, including ensuring that calls you make to any Service are compatible with then-current APIs for that Service;
- (b) compliance of Your Materials with the Acceptable Use Policy, the other Policies, and the law;
- (c) any claims relating to Your Materials;
- (d) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that Your Materials violate such person's rights, including notices pursuant to the Digital Millennium Copyright Act;
- (e) any action that you permit, assist or facilitate any person or entity to take related to these Access Terms, Your Materials or use of the Services; and
- (f) End Users' use of Your Materials and the Services and ensuring that End Users comply with your obligations under these Access Terms and that the terms of your agreement with each End User are consistent with these Access Terms.

2.2 **Other Security and Backup.** You or your Provider are solely responsible for properly configuring and using the Services and taking your own steps to maintain appropriate security, protection and backup of Your Materials, including using encryption technology to protect Your Materials from unauthorized access and routinely archiving Your Materials.

2.3 **End User Violations.** If you become aware of any violation of your obligations under these Access Terms by an End User, you will immediately terminate such End User's access to Your Materials and the Services.

3. Suspension. We may suspend the AWS account through which you access the Services immediately, with written notice to your contracting officer, if we determine:

- (a) you are, or any End User is, in breach of the *Acceptable Use Policy* ("AUP") or Service Terms; or
- (b) your or an End User's use of the Services (i) poses a security risk to the Services or any other AWS customer, "(ii) may harm AWS, our systems or the systems or Materials of any other AWS customer; or (iii) may as a result of (i) and/or (ii) subject us to third party liability.
- (c) We and Provider will cooperate with your contracting officer or other authorized representative in an effort to remove or resolve the conditions that precipitated the suspension and will promptly reinstate your AWS account and restore your access to the Services from the Provider upon the removal or resolution of such conditions. Nothing in this Section 3 shall operate to limit your rights and remedies otherwise available to you under applicable law and regulations, including without limitation the right to require adequate assurances of future performance and to terminate these Access Terms for default as contemplated in FAR 52.212-4(m) and to initiate a claim as contemplated in FAR 52.212-4(d).

4. Proprietary Rights

4.1 Adequate Rights. You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Materials; and (b) none of Your Materials or End Users' use of Your Materials or the Services will violate the *Acceptable Use Policy*.

4.2 Services. As between you and us, we or our licensors own and reserve all right, title, and interest in and to the Services. You have the right to use the Services solely as a sublicensee of Provider in accordance with the agreement between you and Provider. We have no obligation to provide the Service to you under these Access Terms, so you must look exclusively to Provider and your agreement with Provider regarding such obligation. Except as provided in this Section 4.2, you obtain no rights under these Access Terms from us or our licensors to the Services, including any related intellectual property rights.

As a part of the Services, you may have access to AWS Materials and materials of third parties which may be subject to additional terms and conditions. If you are US Government End User, you are solely responsible for securing any necessary approvals for the download and use of such materials.

4.3 Restrictions. Neither you nor any End User may use the Services in any manner or for any purpose other than as expressly permitted by these Access Terms and the agreement between you and Provider. Neither you nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services (except to the extent software included in the Services are provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the software included in the Services or apply any other process or procedure to derive the source code of any software included in the Services, or (c) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas. All licenses granted to you with respect to the Services are conditional on your continued compliance with these Access Terms, and you will immediately discontinue your use of the Services if you cannot comply with any term or condition of these Access Terms.

4.4 Suggestions. If you provide any Suggestions to us when using the Services, you hereby grant to AWS and its affiliates a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license to reproduce, distribute, make derivative works based upon, publicly display, publicly perform, make, have made, use, sell, offer for sale, and import the Suggestions, including the right to sublicense such rights through multiple tiers, alone or in combination. You will ensure that you have all rights necessary to grant these rights to AWS and its affiliates.

5. Representation and Warranty. You represent and warrant that (a) you and your End Users' use of the Services (including any use by your employees and personnel) will not violate these Access Terms;

(b) Your Materials (including the use, development, design, production, advertising, or marketing of Your Materials) or the combination of Your Materials with other applications, content or processes, do not and will not violate any applicable laws or infringe or misappropriate any third-party rights; and (c) your use of the Services will not cause harm to any End User.

6. Disclaimers. WE PROVIDE THE SERVICES ON AN "AS IS" BASIS TO PROVIDER. WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR THE THIRD PARTY MATERIALS, INCLUDING ANY WARRANTY THAT THE SERVICES OR THIRD PARTY MATERIALS WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY MATERIALS, INCLUDING YOUR MATERIALS OR THE THIRD PARTY MATERIALS, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

7. Limitations of Liability. YOU MUST LOOK SOLELY TO YOUR PROVIDER AND YOUR AGREEMENT WITH THEM REGARDING ANY CLAIMS OR DAMAGES RELATED TO THE SERVICES. WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) SUSPENSION OF YOUR USE OF OR ACCESS TO THE SERVICES, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICES, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; OR (B) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR MATERIALS OR OTHER DATA THAT YOU OR ANY END USER SUBMITS OR USES IN CONNECTION WITH THE SERVICES (INCLUDING AS A RESULT OF YOUR OR ANY END USERS' ERRORS, ACTS OR OMISSIONS).

8. Miscellaneous.

8.1 U.S. Government Rights. In accordance with Federal Acquisition Regulation (FAR) Sections 12.211 and 12.212, and Defense Federal Acquisition Regulation Supplement (DFARS) Sections 227.7202-1 and 227.7202-3, the Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the FAR and the DFARS.

8.2 Import and Export Compliance. In connection with these Access Terms, you will comply with all applicable import, re-import, export, and re-export control laws and regulations.

8.3 Governing Law; Venue. To the extent not preempted by federal law, the laws of the State of Washington, without reference to conflict of law rules, govern these Access Terms and any dispute of any sort that might arise between you and us related to the Access Terms or the Services. The United Nations Convention for the International Sale of Goods does not apply to these Access Terms.

8.4 Conflicts. These Access Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Access Terms. If the terms of these Access Terms are inconsistent with the terms contained in your agreement with Provider, the terms contained in this document will control as between you and AWS.

8.5 Survival. The following provisions will survive any termination of your use of the Services: Sections 2.1, 4, 5, 6, 7, 8, and 9.

9. Definitions.

"Acceptable Use Policy" means the policy currently available at <http://aws.amazon.com/aup>, as it may be updated by us from time to time.

"API" means an application program interface.

"AWS Materials" means Materials we make available in connection with the Services or on the AWS Site to allow access to and use of the Services, including WSDLs; Documentation; sample code; software libraries; command line tools; and other related technology. AWS Materials does not include the Services.

"AWS Service Level Agreement" means all service level agreements that we offer with respect to the Services and post on the AWS Site, as they may be updated by us from time to time.

"AWS Site" means <http://aws.amazon.com> and any successor or related site designated by us.

"Documentation" means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the Services currently located at <http://aws.amazon.com/documentation>, as such documentation may be updated by us from time to time.

"End User" means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Materials; or (b) otherwise accesses or uses the Services through you.

"Materials" means software (including machine images), data, text, audio, video, images or other content.

"Policies" means the Acceptable Use Policy, the Terms of Use, the Service Terms, all restrictions described in the AWS Materials and on the AWS Site, and any other policy or terms referenced in or incorporated into these Access Terms.

"Service" means each of the web services made available by us, including those web services described in the Service Terms.

"Service Terms" means the rights and restrictions for particular Services located at <http://aws.amazon.com/serviceterms>, as they may be updated by us from time to time.

"Suggestions" means all suggested improvements to the Services or AWS Materials that you provide to us.

"Terms of Use" means the terms of use located at <http://aws.amazon.com/terms/>, as they may be updated by us from time to time.

"Third Party Materials" means Materials made available to you by any third party on the AWS Site or in conjunction with the Services.

"Your Materials" means Materials you or any End User (a) run on the Services, (b) cause to interface with the Services, or (c) upload to the Services or otherwise transfer, process, use or store in connection with the Services.

Microsoft License Terms and Conditions – For GSA

THESE MICROSOFT LICENSE TERMS AND CONDITIONS APPLY TO MICROSOFT PRODUCTS THAT YOU ORDER FROM THE CONTRACTOR UNDER THE CONTRACTOR'S GSA SCHEDULE CONTRACT (THE "CONTRACT"). THESE MICROSOFT LICENSE TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER OR ORDERING DOCUMENTATION.

In this agreement, the following definitions apply:

"Additional Product" means any Product identified as such in the Product List and chosen for Enrolled Affiliate under the applicable Enrollment and identified on your Order.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) an Enrolled Affiliate with Customer Data that is subject to Government regulations for which the Enrolled Affiliate determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet the Enrolled Affiliate's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Customer Data" means all data, including all text, sound, software, or image files that are provided to Microsoft by, or on behalf of, Enrolled Affiliate through its use of the Online Services.

Any reference in this agreement or an Enrollment to a "day" means a calendar day, except references that specify "business day".

"Enrollment" means the document that Government Partner submits to Microsoft to place orders for Enrolled Affiliate.

"Enrolled Affiliate" or "you" means any entity of the United States or entity authorized by the United States that enters into a Government Contract for Products with Government Partner.

"Enterprise" means Enrolled Affiliate and the Affiliates listed on an Enrollment.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms for which Government Partner chooses to order License(s) under an Enrollment for Enrolled Affiliate. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Fixes" means Product fixes, modifications or enhancements or their derivatives that Microsoft releases generally (such as Product service packs), or provides to Enrolled Affiliate to address a specific issue.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Government Contract" means the Government Partner's GSA Schedule Contract, which incorporates these Microsoft License Terms and Conditions.

"Government Partner" means the entity from whom you place your order for Products under the Government Contract.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

“License” means Enrolled Affiliate's right to use the quantity of a Product ordered. For certain Products, a License may be available on a subscription basis (“Subscription License”). Licenses for Online Services will be considered Subscription Licenses under these Additional Use Right and Restrictions.

“Managed Device” means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

“Online Services” means the Microsoft-hosted services identified in the Online Services section of the Product Terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Volume Licensing Site and updated from time to time.

“Order” means the order placed by you to the Government Partner under the Government Partner’s GSA Schedule contract.

“Product” means all products identified on the Product Terms, such as software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region.

“Product Terms” means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site at <http://explore.ms.com> and is updated from time to time.

“Qualified Device” means any device that is used by or for the benefit of Enrolled Affiliate’s Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device.

At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate’s Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“SLA” means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“Software Assurance” means an offering that provides new version rights and other benefits for Products as described in the Product Terms.

“Trade Secret” means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

“Tribal Entity” means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

“Use Rights,” means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

“use” or “run” means to copy, install, use, access, display, run or otherwise interact.

1. Licenses for Products.

Upon Microsoft’s acceptance of Government Partner’s Enrollment for an Enrolled Affiliate, the Enrolled Affiliate has the following rights during the term of its Order. These rights apply to the Licenses obtained under the Order.

- a. License Grant.** By accepting an Enrollment, Microsoft grants the Enterprise a non-exclusive, worldwide

and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under the Enrollment. The rights granted are subject to the terms of the Use Rights and the Product Terms and are conditions on Enrolled Affiliate's continued compliance with the terms of this agreement, including, without limitation, payment for the Licenses. Microsoft reserves all rights not expressly granted in this agreement.

- b. Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrollment is renewed or Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. Applicable Use Rights.**
 - (i) Products (other than Online Services).** The Use Rights in effect on the effective date of the Enrollment will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Product Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.
 - (ii) Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.
 - (iii) More restrictive use rights.** If a new version of a Product has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to the Enterprise's use of that Product during the term.
- d. Downgrade rights.** Enterprise may use an earlier version of Product than the version that is current on the effective date of the Enrollment. In that case, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enterprise chooses not use the new version immediately.
 - (i)** Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
 - (ii)** If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. License confirmation.** The Government Contract, the Order, the Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Enrolled Affiliate's evidence of all Licenses ordered by the Government Partner under an Enrollment for an Enrolled Affiliate.
- g. Reorganizations, Consolidations, and Privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of a reorganization, consolidation, or privatization of any member of the Enterprise, Microsoft will work with Government Partner in good faith to determine how to accommodate the Enterprise's changed circumstances in the context of these Additional Use Rights and Restrictions.
- h. Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service in any country or jurisdiction where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue operating the

Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation.

- i. **Program updates.** Microsoft may make a change to the Enterprise and/or Enterprise Subscription programs that will make it necessary for Enrolled Affiliates to enter into a new agreement and Enrollments with Government Partner at the time of an Enrollment renewal. If any such updates occur during a current contract, including option periods, such change(s) will be made at no increase in cost to Enrolled Affiliate: all pricing in the current contract, including contract options will be honored despite any such change(s).

2. Making copies of Products and re-imaging rights.

- a. **General.** Enrolled Affiliate may make as many copies of the Products as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices), from master copies obtained from a Microsoft approved fulfillment source.

Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees that it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of the Government Contract and the Order.

- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may (1) use up to 20 complimentary copies of any Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Product for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product(s) is licensed (1) from an original equipment manufacturer (OEM), (2) as full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under the Order may be generally used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be acquired from the separate source for each Product that is re- imaged.
 - (ii) The Product, language, version and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product specific processes or requirements for re- imaging identified in the Product Terms.Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any warranty or support obligation.

3. Transferring and assigning licenses.

- a. **License transfers.** License transfers are not permitted, except that Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
 - (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a reorganization or privatization of an Affiliate or a division of an Affiliate or (2) a consolidation involving Enrolled Affiliate or an Affiliate.Upon such transfer, Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a transfer of License by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the license transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including, without limitation, the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability. Any license transfer not made in compliance with this section will be void.
- c. Internal assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned as described in the Use Rights.

4. Use, ownership, rights, and restrictions.

- a. Products.** Use of any Product is governed by the Use Rights specific to each Product and version and by these Additional Use Rights and Restrictions.
 - (i) Fixes.** Each fix is under the same license terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply.
- b. Non-Microsoft software and technology.**

Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

(i) Microsoft is not a party to and is not bound by any terms governing Enrolled Affiliate's use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are governed by the open source licenses used by the third parties that own such code, not by Microsoft and Microsoft's licensing terms.

(ii) If Enrolled Affiliate installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation in and use of such software or technology in the Products or Fixes, through its actions (e.g., through Enrolled Affiliate's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Enrolled Affiliate.

(iii) Restrictions Enrolled Affiliate must not (and must not attempt to): (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement; or (3) work around any technical limitations in the Products or restrictions in Product documentation. Except as expressly permitted in this agreement, Enrolled Affiliate must not (i) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (ii) distribute, sublicense, rent, lease, lend, or use any Product, or Fix to offer hosting services to a third party.

No transfer of ownership; **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft (1) does not transfer any ownership rights in any Products or Fixes and (2) reserves all rights not expressly granted to Enrolled Affiliate.

5. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (1) becomes publicly available without a breach of this agreement, (2) the receiving party received lawfully from another source without a confidentiality obligation, (3) is independently developed, or (4) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after the Confidential Information is received.

Freedom of Information Act (FOIA). Notwithstanding anything in this section to the contrary, the parties acknowledge and agree that Enrolled Affiliate is subject to the United States Freedom of Information Act (5 U.S.C. § 552) and may disclose information in response to a valid request in accordance with FOIA. Should Enrolled Affiliate receive a request under FOIA for Microsoft's confidential information, Enrolled Affiliate agrees to give Microsoft adequate prior notice of the request and before releasing Microsoft's confidential information to a third party, in order to allow Microsoft sufficient time to seek injunctive relief or other relief against such disclosure.

6. Privacy and Compliance with Laws.

- a.** Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of these Microsoft License Terms and Conditions and the applicable Order. Enrolled Affiliate will obtain all required consents from third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.
- b.** Unless otherwise specified in the Enrollment or the Use Rights, personal information collected under these Microsoft License Terms and Conditions (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.
- c. U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.

7. Warranties.

a. Limited warranties and remedies.

(i) Software. Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Enrolled Affiliate is first licensed for that version. If it does not and Enrolled Affiliate notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Customer paid for the Software license, or (2) repair or replace the Software.

(ii) Online Services. Microsoft warrants that each Online Services will perform in accordance with the applicable SLA during the Enrolled Affiliate's use. Enrolled Affiliate's remedies for breach of this warranty are in the SLA.

The remedies above are Enrolled Affiliate's sole remedies for breach of the warranties in this section. Enrolled Affiliate waives any breach of warranty claims not made during the warranty period.

- b. Exclusions.** The warranties in this agreement do not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta Products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. DISCLAIMER.** Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

8. *Defense of third party claims.*

- a. By Microsoft.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that (i) any Product or Fix made available by Microsoft infringes its patent, copyright or trademark or makes unlawful use of its Trade Secret, or (ii) that arises from Microsoft's provision of an Online Service in violation of laws applicable to all online services providers. Microsoft will pay the amount of any resulting adverse final judgment or approved settlement. This does not apply to claims or awards based on (i) Customer Data; (ii) non-Microsoft software; (iii) modifications to a Product or a Fix Enrolled Affiliate makes or any specifications or materials Enrolled Affiliate provides; (iv) Enrolled Affiliate's combination of a Product or Fix with (or damages based on the value of) a non-Microsoft product, data, or business process; (v) Enrolled Affiliate's use of a Microsoft trademark without express, written consent or the use or redistribution of a Product or Fix in violation of this agreement; (vi) Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third party claim; or (vii) Products or Fixes provided free of charge.
- b. Your agreement to protect.** Enrolled Affiliate agrees that use of Customer Data or non-Microsoft software Microsoft hosts on Enrolled Affiliate's behalf will not infringe any third party's patent, copyright or trademark or make unlawful use of any third party's Trade Secret. In addition, Enrolled Affiliate will not use an Online Service to gain unauthorized access to or disrupt any service, data, account or network in connection with the use of the Online Services.
- c. Rights and remedies in case of possible infringement or misappropriation.** If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Enrolled Affiliate's use of the Product or Fix, Microsoft will seek to obtain the right for Enrolled Affiliate to keep using it or modify or replace it with a functional equivalent, in which case Enrolled Affiliate must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Enrolled Affiliate's right to the Product or Fix and refund any amounts Enrolled Affiliate has paid for those rights to Software and Fixes and, for Online Services, any amount paid for a usage period after the termination date.
- d. Other terms.** Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to this section; give Microsoft sole control over the defense and settlement; and provide reasonable assistance in defending the claims. Microsoft will reimburse Enrolled Affiliate for reasonable out of pocket expenses that it incurs in providing assistance. The remedies provided in this section are the exclusive remedies for the claims described in this section.

Notwithstanding the foregoing, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498.

9. *Limitation of liability.*

To the extent permitted by applicable law, for each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled

Affiliate was required to pay for the applicable Products during the term of the Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.
- e. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to these Microsoft License Terms and Conditions under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

10. True-up Requirements

- a. **True-Up Order.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order. If there are no changes, then an update statement must be submitted instead of a true-up order. Microsoft, at its discretion, may validate the true-up data submitted through a formal product deployment assessment using an approved Microsoft partner.
- b. **Enterprise Products.** Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- c. **Additional Products.** For Additional Products that have been previously ordered, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- d. **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use, and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate's Government Partner. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.
- e. **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the enrollment anniversary date on a prospective basis if permitted in the Product Terms as follows:
 - i. For Subscription Licenses part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses and add-on subscription licenses do not count towards this total count.
 - ii. For Enterprise Online Services not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

- iii. For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

- f. **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due within 30 days prior to the Expiration Date.
- g. **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third- year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- h. **Late true-up.** If the true-up order or update statement is not received when due:
 - (i) Enrolled Affiliate will be invoiced for all Reserved Licenses not previously ordered; and
 - (ii) *Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).*
- i. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

11. Verifying compliance.

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to verify Enrolled Affiliate's and its Affiliates compliance with the Product's license terms.
- b. **Verification process and limitations.** Microsoft will provide Enrolled Affiliate at least 30 days' notice of its intent to verify compliance. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliates operations. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation and subject to Enrolled Affiliate's security requirements. Enrolled Affiliate must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties.

Enrolled Affiliate agrees to complete Microsoft's self-audit process; which Microsoft may require as an alternative to a third party audit. Any information collected in the self-audit will be used solely for purposes of determining compliance.

- c. Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then, within 30 days, Contractor will invoice Enrolled Affiliate for sufficient Licenses to cover that use or distribution. If unlicensed use or distribution is 5% or more, Enrolled Affiliate may be completely responsible for the costs Microsoft has incurred in verification, to the extent permitted by 31 U.S.C. § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law (as applicable). The unlicensed use percentage is based on the total number of Licenses purchased compared to actual install base. Notwithstanding the foregoing, nothing in this section prevents the Enrolled Affiliate from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101-7109). If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

12. Government Community Cloud.

- a. Community requirements.** Agency certifies that all Enrolled Affiliates in the Enterprise are members of the Community and represents that all Enrolled Affiliates in the Enterprise have agreed to use Government Community Cloud Services solely in their capacities as members of the Community and for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Government Partner's or an Enrolled Affiliate's license(s) for Government Community Cloud Services. Agency acknowledges that only Community members may use Government Community Cloud Services.
- (i) All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Amendment.
- (ii) Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- (iii) Any Enrolled Affiliate in the Enterprise that uses Government Community Cloud Services must maintain its status as a member of the Community. Maintaining status as a member of the Community is a material requirement for such services.
- b. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
- (i) Government Community Cloud Services will be offered only within the United States.
- (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
- (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

13. Miscellaneous.

- a. Severability.** If any provision in this agreement is found unenforceable, the balance of the agreement will remain in full force and effect.
- b. Management and Reporting.** Enrolled Affiliate must provide and manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. On the effective date of this agreement and any Enrollments, the contact(s) Enrolled Affiliate has identified for this purpose will be provided access to this

site and may assign additional users and contacts.

- c. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- d. **Free Products.** Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate purposes only, and is not provided for use by or personal benefit of any specific government employee.
- e. **Assignment.** Enrolled Affiliate may assign all its rights under this agreement to an Affiliate, but it must notify Microsoft in writing of the assignment. Any other proposed assignment under this agreement must be approved by the other party in writing. Any assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- f. **Use of contractors.** Microsoft may use contractors to support services but will be responsible for their performance subject to the terms of this agreement.
- g. **Third party beneficiary.** Microsoft is a third party beneficiary of this agreement and may enforce its terms.
- h. **Survival.** All provisions survive termination or expiration of this agreement except those requiring performance only during the term of the agreement.
- i. **Privacy and Compliance with applicable Laws, privacy and security.**
 - (i) Microsoft and Enrolled Affiliate will each comply with all applicable laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers.
- j. **Natural disaster.** In the event of a natural disaster, Microsoft may provide additional assistance or rights to Enrolled Affiliate than are set forth in this agreement by posting them on <http://www.microsoft.com> at such time.
- k. **Disputes.** Any breach of these Microsoft License Terms and Conditions, including Enrolled Affiliate's obligations set forth herein, shall be handled in accordance with the Contracts Disputes Act (41 U.S.C. §§7101-7109).
- l. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for Products and the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- m. If any document incorporated by reference into these Microsoft License Terms and Conditions, including the Use Rights and terms included and/or referenced or incorporated herein and/or therein, contains a provision (a) allowing for the automatic termination of your license rights or Software Assurance services; (b) allowing for the automatic renewal of services and/or fees; (c) requiring the governing law to be anything other than Federal law; and/or (d) otherwise violates applicable Federal law, then, such terms shall not apply with respect to the Federal Government. If any document incorporated by reference into these Microsoft License Terms and Conditions, including the Use Rights and terms included and/or referenced or incorporated herein and/or therein contains an indemnification provision, such provision shall not apply as to the United States indemnifying Microsoft or any other party.
- n. No provisions of any shrink-wrap or any click-through agreement (or other similar form of agreement) that may be provided in conjunction with any product(s) or services acquired under these Microsoft License Terms and Conditions shall apply in place of, or serve to modify any provision of these Microsoft License Terms and Conditions, even if a user or authorized officer of Enrolled Affiliate purports to have affirmatively accepted such shrink-wrap or click-through provisions. For the avoid of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap or click-through provisions (irrespective of the products or services that such provisions attach to) and any term or condition of these Microsoft License Terms and Conditions, then the relevant term or condition of these

Microsoft License Terms and Conditions shall govern and supersede the purchase of such product(s) or services to the extent of any such conflict. All acceptance of agreements and renewals shall be executed in writing.

- o. **Section headings.** All section and subsection headings used in this agreement are for convenience only and shall not affect the interpretation of this agreement.

AWS Authorized GSA Pricing

MFR	SIN	Model Number	Description	GSA Price w/IFF	Unit	Warr	Prod Pt
AWS	132-40	AWS-COMMIT-000010	AWS Commit - \$10 in usage fees at AWS list price	\$ 9.87	EA	N/A	USA
AWS	132-40	AWS-COMMIT-000100	AWS Commit - \$100 in usage fees at AWS list price	\$ 98.74	EA	N/A	USA
AWS	132-40	AWS-COMMIT-001000	AWS Commit - \$1,000 in usage fees at AWS list price	\$ 987.41	EA	N/A	USA
AWS	132-40	AWS-COMMIT-010000	AWS Commit - \$10,000 in usage fees at AWS list price	\$ 9,874.06	EA	N/A	USA
AWS	132-40	AWS-COMMIT-100000	AWS Commit - \$100,000 in usage fees at AWS list price	\$ 98,740.55	EA	N/A	USA

From the AWS calculator (<https://calculator.s3.amazonaws.com/index.html>) with the most current PNs and prices, select the AWS items required, save the URL link and include it in an RFQ for bid. The calculator will show AWS items with their associated list prices. Based on AWS items required, purchase the appropriate number of AWS commits from the table above. InfoReliance will discount the list price by a minimum of 2% to arrive at the GSA pricing.

GSA Microsoft Azure Authorized Pricing

MFR	SIN	Model Number	Description	GSA Price w/IFF	Unit	Warr	Prod Pt
MSFT	132-40	AZURE-COMMIT-000010	AZURE Commit - \$10 in usage fees at AZURE list price	\$8.56	each	N/A	USA
MSFT	132-40	AZURE-COMMIT-000100	AZURE Commit - \$100 in usage fees at AZURE list price	\$85.64	each	N/A	USA
MSFT	132-40	AZURE-COMMIT-001000	AZURE Commit - \$1,000 in usage fees at AZURE list price	\$856.42	each	N/A	USA
MSFT	132-40	AZURE-COMMIT-010000	AZURE Commit - \$10,000 in usage fees at AZURE list price	\$8,564.23	each	N/A	USA
MSFT	132-40	AZURE-COMMIT-100000	AZURE Commit - \$100,000 in usage fees at AZURE list price	\$85,642.32	each	N/A	USA

From the Azure calculator (<https://azure.microsoft.com/en-us/pricing/calculator/>) with the most current PNs and prices, select the Azure items required, save the URL link and include it in an RFQ for bid. The calculator will show Azure items with their associated list prices. Based on Azure items required, purchase the appropriate number of Azure commits from the table above. InfoReliance will discount the list price by a minimum of 15% to arrive at the GSA pricing.

GSA IBM SoftLayer Authorized Pricing

MFR	SIN	Model Number	Description	GSA Price w/IFF	Unit	Warr	Prod Pt
IBM	132-40	SLASP	SoftLayer Subscription Use Authorization \$100 Account Value	\$ 97.73	each	N/A	USA
IBM	132-40	SLASP1	SoftLayer Subscription Use Authorization \$1,000 Account Value	\$ 977.33	each	N/A	USA
IBM	132-40	SLASP10	SoftLayer Subscription Use Authorization \$10,000 Account Value	\$9,773.30	each	N/A	USA
IBM	132-40	SLASP100	SoftLayer Subscription Use Authorization \$100,000 Account Value	\$ 97,733.00	each	N/A	USA

From the IBM calculator (<http://www.softlayer.com/cloud-servers-popup%20>) with the most current PNs and prices, select the IBM items required, save the URL link and include it in an RFQ for bid. The calculator will show IBM items with their associated list prices. Based on IBM items required, purchase the appropriate number of IBM commits from the table above. InfoReliance will discount the list price by a minimum of 3% to arrive at the GSA pricing.