

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J - FFP	PAGE OF PAGES 1 of 3
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ.NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY HQ OSSG/KA CODE		FA8771	7. ADMINISTERED BY (If other than Item 6)		CODE FA8771
DEPARTMENT OF THE AIR FORCE HQ OSSG/KA 490 EAST MOORE DR., SUITE 270 MAFB - GUNTER ANNEX AL 36114-3000 JOHN R. BUZAN 334-416-4229 John.Buzan@Gunter.AF.Mil			HQ STANDARD SYSTEMS GROUP CONTRACTING DIRECTORATE (PK) 490 EAST MOORE DRIVE SUITE 270 MAFB-GUNTER ANNEX AL 36114		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)	9A. AMENDMENT OF SOLICITATION NO.
TELOS CORPORATION TELOS 19886 ASHBURN RD ASHBURN VA 20147-2358 (703) 724-3800					9B. DATED (SEE ITEM 11)
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. F01620-03-A-8003
CODE 0ZPY5 FACILITY CODE					10B. DATED (SEE ITEM 13) 31 JUL 2003
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: () THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) pursuant to Changes clause				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Extend Federal-wide as a co-branded SmartBUY Enterprise Software Agreement (ESA), with updated polices and SmartBUY ESA Discount Table.					
See Continuation pages for specific changes.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF SIGNER (Type or print)		
			JOHN R. BUZAN Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		

This modification P00005 of Blanket Purchase Agreement F01620-03-A-8003 under GSA Schedule GS-35F-4315D makes the agreement a SmartBUY ESA open Federal-wide for ordering with a new Discount Table, adds IA Manager and AMHS products, and updates polices and standards. A fully conformed, complete copy of the SmartBUY ESA is attached in entirety. Specific changes include:

1. Exhibit A, "SF1449 Continuation - Telos ESA BPA F01620-03-A-8003 Conformed Thru P00004" is updated to conform to this Modification P00005, with multiple changes including the following:

[A.]8. Price Reduction

[A.]8.1 Most Favored Customer Prices. The prices for product and maintenance under this BPA shall be measurably lower than the prices under GSA Schedule. If at any time the prices under any other contract instrument become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

[A.]8.2_Mandatory Channel. Telos acknowledges that GSA and OMB have indicated their intent to issue policy that make this BPA a mandatory source of designated Telos products for agencies of the Federal Government. Telos also understands that this BPA is a preferred contract vehicle for the Government. This understanding will be conveyed to all of Telos' assigned license sales personnel, pursuant to Paragraph E.7 of this BPA.

[E.]3. Universal Standard Products and Services Code. The Universal Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by ECCMA, the Electronic Commerce Code Management Association. The current version consists of more than 16,000 terms and is available free as a download at <http://www.unspsc.org>.

[E.]7. Marketing. Telos shall ensure that all assigned Federal sales personnel are knowledgeable of the details of this BPA and will dedicate reasonable resources to the effort of marketing and advertising this agreement as part of the normal sales cycle of participating in customer trade shows and sponsored events.

[E.]8. Virtual IT Marketplace. ESI and GSA have partnered to create the Virtual IT Marketplace (VITM). The VITM interfaces with GSA Advantage and provides ESI agreement product information to the DoD customer. The Contractor shall follow GSA procedures for electronic loading of ESI contract information to the VITM and will be responsible to ensure that the VITM data is maintained in a current status. The VITM may be accessed at www.VITM.gov.

[E.]9. Enterprise Integration Toolkit. The Enterprise Integration Toolkit is a program developed by the Assistant Deputy Under Secretary of Defense (L&MR) Logistics Systems Management (LSM) to assist DoD Program Managers, Contracting Officers and members of the Integrated Project Team (IPT) in the acquisition and implementation of Commercial Off The Shelf (COTS) Business Systems software.

The Toolkit provides guidance, processes and tools to define program needs and determine how to best meet these needs through an external acquisition via a three-tiered Roadmap to guide the entire life-cycle from problem definition to solution roll-out. It provides a collection of best practice tools adopted from the commercial industry, and includes more than 100 best practice templates, guides, checklists, and samples.

Because the Toolkit is not vendor specific and may be applied across a variety of COTS software package implementations, including this BPA, the Contractor, shall be familiar with the Toolkit and include as part of the Marketing effort required above, a description of the Toolkit for their

customers, and a link to the Enterprise Toolkit web site at: <http://www.eitoolkit.com/>

[F.]2. JTA Compliance. All products offered shall comply with the appropriate Publicly Available Standards (PAS) (e.g., TIA, EIA, ANSI, IEEE, ISO) and the applicable DoD information technology standards contained in the Joint Technical Architecture (JTA). More information on this standard can be found at <http://jta.disa.mil>.

[F.]4. Applicable Standards. The contractor shall deliver products under this BPA that are capable of being System-Level Certified & Accredited (C&A's), when implemented, in accordance with applicable federal and defense standards:

For federal civilian community: FIPS 200 (NIST 800-37 process based on NIST 800-53 system-level controls)

For the defense community: DoDI 5200.40 DoD Information Technology Security Certification and Accreditation process (DITSCAP)

For all Information Assurance products (such as Xacta IA Manager), the contractor shall have them evaluated by a NIAP-approved lab in accordance with NSTISSP 11.

[F.]5. IP v6 Internet Protocol. The Department of Defense intends to securely transition networking capabilities to Internet Protocol Version 6 (IPV6) by 2008. One key element to a successful transition is the availability of commercial vendor IPV6 support. ASD NII memoranda of June 9, 2003 and September 29, 2003 (available online at: <http://ipv6.disa.mil/>) outline the implementation timetable and discuss challenges to be addressed by an overall enterprise transition strategy

[F.]6. Net-Centricity. The Department of Defense is moving rapidly towards a Net-Centric information environment where emerging standards and technologies converge to optimize assured information sharing among all users. To reach this state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. End users require the ability to access applications and services through Web services, in an information environment comprised of interoperable computing and communication components.

2. Attachment A is a new SmartBUY ESA Discount Table (Xacta IA Manager & AMHS Regional Messaging Node), applicable to the appropriate GSA Schedule items.
3. Attachment BA - Xacta IA Manager Perpetual License Agreement replaces Xacta Software Subscription License Agreement. Upgrade from a subscription license to a perpetual license is potentially available on a case by case basis considering such things as length of time left on subscription, what flavor of product was licensed, etc.
4. Attachment BC - Software License Agreement for AMHS. Applies to Xacta AMHS products other than AMHS Regional Messaging Nodes. Xacta AMHS Regional Messaging Nodes continue to be licensed in accordance with Attachment BB - AMHS Regional Node Software License Agreement.
4. In Section J, all Exhibits and Attachments are updated and conformed through this Modification P00005, and set out in full, as attached.

All other terms and conditions remain unchanged. The Contractor does hereby release and forever discharge the Government, its officers, agents, and employees from any and all claims and demands whatsoever, whether known or unknown, arising out of, in connection with, or associated with this modification.

Blanket Purchase Agreement SmartBUY Enterprise Software Agreement (ESA)

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and Telos Corporation enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-4315D.

Federal Supply Schedule Contract Blanket Purchase Agreements (BPA) reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

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

The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. This BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

SmartBUY is a Federal government-wide software enterprise-licensing project developed by the GSA, in coordination with the Office of Management and Budget (OMB). Its purpose is to consolidate the purchasing power of the federal government by focusing volume requirements to obtain optimal pricing and preferred terms and conditions for widely used commercial-off-the-shelf (COTS) software. The DoD implements SmartBUY through the efforts of the DoD ESI Team. The ESI Team works closely with the SmartBUY program and collaborates in establishing Federal-wide ESAs like this SmartBUY ESA.

Attachments to this agreement are:

- a. Attachment A – ESI ESA Discount Table (Xacta IA Manager & AMHS Regional Messaging Node)
- b. Attachment BA – Xacta IA Manager Perpetual License Agreement
- c. Attachment BB – AMHS Regional Node SW License Agreement
- d. Attachment BD – Software License Agreement for AMHS
- e. Attachment C – Report of Sales Format
- f. Attachment D – Fees and Payments
- g. Attachment E – Fee Transmittal Letters

A. TERMS AND CONDITIONS

1. Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-4315D, Telos Corporation agrees to the following terms of a Blanket Purchase Agreement (BPA) with the Air Force's Operations and Sustainment Systems Group (OSSG). All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. The items on this BPA are set forth in Attachment

A. License terms and conditions applicable to products acquired under this BPA are defined in the Telos Corporation License Agreements included as Attachments BA and BB. The Order of Precedence for resolving any inconsistency between the Commercial License and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.

2. **Extent of Obligation.** The Government is obligated only to the extent of authorized purchases actually made under this BPA. This agreement is limited to DoD and Federal Civilian Agency content for the DITSCAP/DIACAP, NIST and NIACAP versions of Xacta IA Manager, formerly Xacta Web C&A™, and Automated Message Handling System (AMHS) Regional Node Licenses.

3. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order.

4. **BPA Term.** The BPA expires 31 March 2007, or 30 July 2008 if extended by option exercise (see BPA Option). The BPA will be reviewed annually to ensure that it still represents a "best value". HQ OSSG reserves the right to discontinue this BPA at any time with 30 days notice within the provision of the referenced GSA Schedule.

BPA Option. The Government may extend the term of this BPA, from 1 April 2007 to 30 July 2008 by written notice to the Contractor prior to the end of the BPA Term, provided that the Contract's GSA FSS Schedule has been extended. If the Government exercises this option, the extended BPA shall be considered to include this option provision.

5. **Pricing Terms.** Attachment A provides unit price discounts and special pricing for licenses as explained below. Product prices shall not escalate, and prices resulting from applying discounts in Attachment A product price discounts are not subject to upward adjustment during the term of the BPA. Services pricing will be based on the then-current GSA prices, with appropriate discounting. Spot discounting is encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. A 2.0% Acquisition, Contracting, and Technical (ACT) Fee shall be included in the prices. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders.

6. **Discount Terms and Conditions.** Attachment A presents Telos' discounts for product and services.

a. For Xacta IA Manager, licenses may be purchased as required. Telos is offering a tiered discount based on the revenue achievement of Xacta IA Manager purchased through this BPA. When a discount threshold is reached, all future purchases will be discounted at the new discount rate until the next threshold is achieved.

b. For Xacta AMHS, licenses may be purchased as required. Telos is offering a tiered discount based on the quantity of licenses purchased at a given time.

c. Professional Services and Training: A discount off the standard GSA price is offered for professional services and training. This discount applies to the purchase of professional services and training credits regardless of the license threshold described in Paragraph 6a.

7. Out-Year Prices. Discount levels for Xacta IA Manager are achieved by revenue volumes of licenses purchased only and are not governed by agreement year. Purchased volume that is credited towards the volume discount level is cumulative for the total term of the BPA. Any creditable purchases made in one year are credited in the subsequent agreement years to determine the applicable discount level. The unit price for licenses for the discount level on Attachment A is not subject to upward adjustment during the term of the BPA.

8. Price Reduction

8.1 Most Favored Customer Prices. The prices for product and maintenance under this BPA shall be measurably lower than the prices under GSA Schedule. If at any time the prices under any other contract instrument become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

8.2 Mandatory Channel. Telos acknowledges that GSA and OMB have indicated their intent to issue policy that make this BPA a mandatory source of designated Telos products for agencies of the Federal Government. Telos also understands that this BPA is a preferred contract vehicle for the Government. This understanding will be conveyed to all of Telos' assigned license sales personnel, pursuant to Paragraph E.7 of this BPA.

9. License. Software licenses purchased under this BPA are Perpetual licenses subject to the licensing provisions and the terms of the GSA Contract and the license agreement provided at Attachment BA or BB. Individually purchased licenses are transferable within the DoD and authorized users (see B.2), except that an Xacta IA Manager license may not be transferred after a project key has been issued. Licenses purchased as part of an Enterprise Wide License are transferable only within the Service/Agency that purchased the Enterprise Wide License. Any delivery order issued hereunder will serve as proof of purchase. Upon validation and receipt of software, customers will be provided an electronic version of the license agreement. The Order of Precedence for resolving any inconsistency between the Attachments BA and BB Commercial Licenses and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license. The parties agree that in the Attachment BA License's paragraph 7.06 provision does not meet the requirements of 5 USC 575 to constitute an agreement for and statutory approval of an agreement to submit to binding arbitration

9.1 Functionality Replacement and Extended Support. If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or Telos Corporation provides this same or substantially similar functionality as a separate or renamed product, then the Government is entitled to license such software at no additional licenses or maintenance fees as long as the software is under a Maintenance/Support Agreement. However,

throughout the term of this agreement, the contractor will provide support services for a period of one year.

9.2 Rights of Survivorship of the Agreement. This Agreement shall survive unto Telos Corporation its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement notwithstanding the acquisition or merger of Telos Corporation) by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost as long as the software is under a Maintenance/Support Agreement.

9.3 Audits. In lieu of any audit provisions in the license agreement, Licensee may perform an internal audit and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use. Licensee shall permit Telos Corporation to have access to Licensee records and computer systems and the right to audit such systems to insure software use is in accordance with its license terms. All vendor personnel must have appropriate security clearances to gain access to Licensee site or data.

10. Media. The Xacta IA Manager software is available via CD or download from the Xacta web site (<https://customers.xacta.com>). The Users' Ordering Guide, to be prepared in accordance with Paragraph C.3 of this BPA, will provide specific instructions for downloading the software and obtaining any necessary licensing keys.

11. Support and Maintenance.

11.1. Xacta IA Manager Support. Licenses purchased under this BPA are Perpetual therefore software maintenance and support must be purchased separately on an annual basis.

11.2. Xacta IA Manager Maintenance. All maintenance is provided in 1 (one) year increments. Xacta IA Manager maintenance and support policies and procedures are documented on our public website (<http://www.xacta.com>).

11.3 AMHS Standard Maintenance Policy.

SCOPE OF WORK

Under the Standard Maintenance Policy, Telos will, for the Licensee, support the Automated Message Handling System (AMHS) at the customer facility as originally installed. The support includes all AMHS software updates and all third party component product upgrades as noted in the paragraph below. This support includes 24/7 telephone help desk service. Other support services, site visits, and engineering support, are available outside the scope of this Policy.

Note: Third party software refers to the Verity K2 software embedded in the AMHS and support to other embedded software products used in the Telos AMHS. These product upgrades are included as a part of the Standard Telos Maintenance Policy. Should the newer versions of AMHS require updated Windows operating systems or database applications (SQL Server), Telos reserves the right to recover the costs of these components or they may be furnished by the customer.

ASSUMPTIONS

AMHS System:

Telos furnished maintenance and support for the AMHS system will be provided at the customer facility. The AMHS installation defined number of licensed users shall be used as the basis for the Telos cost proposal to provide software and maintenance support beyond the initial year following installation. The first year support includes all Telos maintenance activities with the exception of site visits.

11.3.1 REQUIREMENTS

- 11.3.1.1 Telos shall provide AMHS released software product updates when they become available and ready for testing through the formal DMS Functionality, Interoperability, Security, and Performance (FISP) process. Such updates are normally provided at no cost to the user as a part of the annual maintenance agreement.
- 11.3.1.2 Telos shall provide AMHS telephone help desk support which is staffed during normal business hours, 8 AM -6 PM, Pacific Time Zone, Monday-Friday. After hours support is provided through a paging system to provide the full 24/7 coverage.
- 11.3.1.3 If desired by the Licensee, Telos shall schedule a visit to the customer site one time during the first twelve- month period following installation. This trip is optional and will require additional funding. Should additional visits be required to resolve problems or install new software, those visits will be scheduled and contracted on as as-needed basis.
- 11.3.1.4 AMHS Maintenance Support will be for the period of 52 consecutive weeks following the system achieving operational status.

11.3.2 IMPLEMENTATION APPROACH

In performance of the follow-on Telos maintenance and support contract or first year following installation, Telos will:

- 11.3.2.1 Provide Telephone Support. TELOS shall establish and maintain a Telephone Help Desk to be staffed during normal business hours (8AM - 6 PM, Pacific Time Zone, Monday-Friday). The Help Desk shall respond to queries, issues, and concerns of customer personnel. After hours support is provided through a paging system. The answering service shall forward urgent messages to on-call personnel during non-duty hours. The Help Desk shall be staffed with skilled trainers and technical consultants. The general operating procedures for the Help Desk shall be:
 - a. All calls shall be logged and assigned a Help Response Ticket (HRT) Number.
 - b. All calls shall have a response within two (2) hours of receipt by TELOS.
 - c. All callers shall receive the assigned HRT number when response is provided.
 - d. If Help Desk personnel are unable to resolve problems / issues immediately, the HRT shall be routed to the most appropriate expert in that area.
 - e. The HRT shall be audited daily for progress and the caller can receive updated information at any time by calling the Help Desk phone number and referencing the HRT. The goal is to resolve these issues within one week.
 - f. HRT actions that cause the AMHS system to be in an inoperable status for 48 consecutive hours shall cause TELOS to dispatch technical personnel to the site in order to return the site to an operational status.

11.3.2.2 Provide AMHS Product Life Cycle Support. This product support subscription includes the Telos AMHS software upgrades that will be released to test activities as a part of ongoing product improvements. Product support also includes configuration management support of the Telos AMHS Baseline as well as engineering costs incurred in the anomaly resolution process. Telos will continue to improve the AMHS product as well as resolve anomalies identified via the problem reporting process. Telos will provide appropriate AMHS product updates and corrective action either by telephone to the user, via mail/shipping, via the Internet or during the scheduled on-site visit.

11.3.2.3 Provide AMHS Site Visits. If the customer elects this option as described elsewhere in this document, TELOS shall visit the customer site one time during the first twelve months following installation.. This visit will be coordinated in advance with the responsible system manager.

12. Professional Services. Telos is offering a discount for professional services purchased off this BPA. For Xacta IA Manager Attachment A presents the discount schedule for services. Services are described in Telos' GSA Schedule, a copy of which is available electronically. Orders for services may be Time and Material (T&M) or Firm-Fixed Price (FFP). Instructions for ordering services will be included in the Users' Ordering Procedures (reference Paragraph C.3).

13. Training. Each training credit can be redeemed for one day of training for one person at a scheduled Xacta class. Training is conducted at the Telos/Xacta facility located in Ashburn, VA. Due to class size limits, training must be scheduled in advance. A discount schedule for training credits is provided in Attachment A. On-site training or custom courses will be provided on a case-by-case basis. The price for on-site training or custom courses will be provided at the time of request and will be based on the service categories described in Paragraph 12 above.

14. Technology Improvement. The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services, and evidence of inclusion on GSA schedule.

15. Substitution and Technology Refreshment. If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

B. ADMINISTRATION AND AUTHORIZED USERS

1. Administration of this BPA will be performed by the following organization:

HQ Operations & Sustainment Systems Group
Acquisitions and Commodities Division (KA)
490 East Moore Drive, Bldg 892, Suite 270

Gunter Annex MAFB, AL 36114

2. Authorized Users. This has been designated as a DoD ESI and GSA SmartBUY Contract and is open for ordering by all United States Federal Agencies, Department of Defense (DoD) Components and authorized contractors.

3. BPA Points of Contact:

a. Contracting Office:

Point of Contact:
HQ Operations & Sustainment Systems
Group
KABS ESI Software Team
501 E Moore Dr Bldg 884 Rm 1442
Gunter Annex MAFB AL 36114
POC: John R. Buzan
Phone: 334-416-4229
Fax: 334-416-5571
Email: John.Buzan@Gunter.AF.Mil

Procuring Contracting Officer (PCO)
HQ Operations & Sustainment Systems
Group
KABS ESI Software Team
501 E Moore Dr Bldg 884 Rm 1418
Gunter Annex MAFB AL 36114
PCO: John R. Buzan
Phone: 334-416-4229
Fax: 334-416-5571
Email: John.Buzan@Gunter.AF.Mil

b. Software Product Manager (SPM):

Software Product Manager (SPM):
HQ Operations & Sustainment Systems
Group
KABS ESI Software Team
501 E Moore Dr Bldg 884 Rm 1414
IA SPM: Duane D. Haughton
Phone: 334-416-4917
Fax: 334-416-5571
Email: Duane.Haughton@Gunter.AF.Mil

or Alternate Point of Contact:
HQ Operations & Sustainment Systems
Group
KABS ESI Software Team
501 E Moore Dr Bldg 884 Rm 1400F
AF SPM: Susan F. Kirkland
Phone: 334-416-4169
Fax: 334-416-5571
Email: Susan.Kirkland@Gunter.AF.Mil

c. Financial Management Office (FMO):

HQ Operations & Sustainment Systems Group
KABS ESI Software Team
501 E Moore Dr Bldg 884 Rm 1414
Gunter Annex MAFB AL 36114

POC: Duane D. Haughton
Phone: 334-416-4917
Fax: 334-416-5571
Email: Duane.Haughton@Gunter.AF.Mil

d. Customer Point of Contact: (To be specified on each order.)

C. ORDERING

1. DFARS Section 208.74 directs software buyers and requiring officials to check the DoD ESI website for DoD inventory or an ESA before using another method of acquisition. These steps for the buyer are summarized from the DFARS:

a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.

b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy.

c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.

d. If you must obtain the software or software maintenance outside the DoD ESA, you may seek a waiver from a management official designated by your DoD Component.

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.esi.mil/main.asp>.

2. **Delivery Orders.** The scope of this effort is worldwide. Delivery requirements will be stipulated on Delivery Orders.

Notice to Ordering Offices: When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.404-70.

a. Ordering via this BPA is decentralized. Orders are prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule), in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by EDI, credit card, facsimile, or on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155.

b. Reserved

3. **Users' Ordering Guide.** The Contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the Contractor web site (currently <http://gsa.telos.com/pdf/terms.pdf>) and various Government sites. The Ordering Guide shall be submitted to the SPM and PCO within thirty (30) days of BPA issuance and made available on the Contractor's home page upon written approval. This guide shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found

b. Government and Contractor Points of Contact

- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information necessary to complete a DD350
- g. Range of discounts
- h. Links to DoD ESI and the Government web sites

4. **E-Commerce Site.** It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and vendor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.

The Contractor shall adapt its business processes, at no additional cost to the government, as the DoD Virtual Information Technology Marketplace (VITM) technical requirements, environment and architecture evolve. The VITM may be reached via the web site www.vitm.gov.

This BPA may also be loaded into the electronic catalog systems of other DoD agencies.

5. **Delivery Schedule.** The Contractor shall ship the software on CD or make the software available for electronic download within two (2) business days from acceptance of an order, as defined in the GSA Schedule.

6. **Delivery Notice.** Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales slips that must contain at a minimum the following information:

- a. Name of Contractor
- b. GSA Contract Number
- c. BPA Number
- d. Product Description/Model numbers
- e. Delivery order number
- f. Date of purchase
- g. Quantity, unit price and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
- h. Date of shipment

7. **Suspension.** There may be occasions where the Government may suspend ordering (by CLIN up to and including the entire BPA.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

D. INVOICING AND PAYMENT

1. **Invoicing.** The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>. The contractor shall submit an original invoice and three copies, or electronic invoice, to the address specified on the

delivery orders issued against the BPA. An invoice must include:

- a. Name and address of the Contractor
- b. Invoice date
- c. Contract number, contract line item number and, if applicable, the order number
- d. Description, quantity, unit of measure, unit price and extended price of the items delivered
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading
- f. Terms of any prompt payment discount offered
- g. Name and address of official to whom payment is to be sent
- h. Name, title, and phone number of the person to be notified in event of defective invoice

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125. Prompt Payment Contractors are encouraged to assign an identification number to each invoice.

2. Fast Payment Procedure. The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (*FEB 1998*) are incorporated in this BPA by reference and pertains to Credit Card purchases or other applicable order deliveries. Fast Payment procedures may be used when the conditions of FAR 13.402 are met and the delivery order authorizes Fast Payment. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>.

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

4. Fees and Payments.

4.1 GSA Industrial Funding Fee. The unit prices include a markup to account for the GSA fee. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.

4.2. Acquisition, Contracting, and Technical (ACT) Fee. See Attachment D – Fees and Payment.

4.3. Telos Remittance Addresses

(Mailing address for checks)

*Telos Corporation
NW7993
PO Box 1450
Minneapolis, MN 55485-7993*

(Federal Express address for checks)

*Telos Corporation
c/o Regulus*

NW7993
1350 Energy Lane, Suite 200
St. Paul, MN 55108

(ACH/EFT payments)

*Wells Fargo
ABA Routing No. 121000248
Telos Corporation
Account No. 4945023398
ACH Coordinator is:*

Keith Flynn, V.P. Treasury Management, (p) 314-290-5077

E. BPA MANAGEMENT AND OVERSIGHT

1. The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, invoicing, payment and submission of monthly and quarterly reports. The Contractor shall ensure that all sales personnel are aware of the Enterprise Software Initiative Program and the policy that this BPA is the preferred DoD procurement vehicle for the products within.

2. Report of Sales. Consistent with Clause C.22 of the GSA Schedule, a Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be made on a monthly basis or as otherwise requested by the SPM. The monthly report is due, in electronic format, within fifteen (15) days of the monthly reporting period. Reports of Sales shall be submitted to the SPM and PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period. If the BPA contains services current ACT fee paid by Delivery Order and total ACT fees paid will be included in the report. The report shall be submitted in the standard format shown in Attachment C. Negative reports are required. The SPM or PCO shall provide written approval of each report. At the end of each calendar period, the written approval provided to the contractor will be accompanied by a request to remit ACT fees. The SPM or PCO will provide copies of the Report of Sales on a monthly basis to the DoD Components participating in fee sharing. If the BPA contains services, current ACT fee paid by Delivery Order and total ACT fees paid will be included in the report.

3. Universal Standard Products and Services Code. The Universal Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by ECCMA, the Electronic Commerce Code Management Association. The current version consists of more than 16,000 terms and is available free as a download at <http://www.unspsc.org>.

4. **Records.** The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

5. **Program Management Reviews (PMR).** The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager. During these reviews the Contractor shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.

6. **Sales Leakage.** The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI vehicles. The Contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this BPA is the preferred procurement vehicle for the products within. The Contractor shall also establish a process to regularly audit sales to Government buyers, determine where sales outside the ESI vehicle are occurring, and take appropriate action to direct further sales through the ESI vehicle. Results of these audits will be presented as an agenda item during PMRs.

7. **Marketing.** Telos shall ensure that all assigned Federal sales personnel are knowledgeable of the details of this BPA and will dedicate reasonable resources to the effort of marketing and advertising this agreement as part of the normal sales cycle of participating in customer trade shows and sponsored events.

8. **Virtual IT Marketplace.** ESI and GSA have partnered to create the Virtual IT Marketplace (VITM). The VITM interfaces with GSA Advantage and provides ESI agreement product information to the DoD customer. The Contractor shall follow GSA procedures for electronic loading of ESI contract information to the VITM and will be responsible to ensure that the VITM data is maintained in a current status. The VITM may be accessed at www.VITM.gov.

9. **Enterprise Integration Toolkit.** The Enterprise Integration Toolkit is a program developed by the Assistant Deputy Under Secretary of Defense (L&MR) Logistics Systems Management (LSM) to assist DoD Program Managers, Contracting Officers and members of the Integrated Project Team (IPT) in the acquisition and implementation of Commercial Off The Shelf (COTS) Business Systems software.

The Toolkit provides guidance, processes and tools to define program needs and determine how to best meet these needs through an external acquisition via a three-tiered Roadmap to guide the entire life-cycle from problem definition to solution roll-out. It provides a collection of best practice tools adopted from the commercial industry, and includes more than 100 best practice templates, guides, checklists, and samples.

Because the Toolkit is not vendor specific and may be applied across a variety of COTS software package implementations, including this BPA, the Contractor, shall be familiar with the Toolkit and include as part of the Marketing effort required above, a description of the Toolkit for their customers, and a link to the Enterprise Toolkit web site at: <http://www.eitoolkit.com/>

F. STANDARDS.

1. **YEAR 2000 Compliance.** All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

2. **JTA Compliance.** All products offered shall comply with the appropriate Publicly Available Standards (PAS) (e.g., TIA, EIA, ANSI, IEEE, ISO) and the applicable DoD information technology standards contained in the Joint Technical Architecture (JTA). More information on this standard can be found at <http://jta.disa.mil>.

3. **Section 508 of the Rehabilitation Act Compliance.** All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site www.section508.gov. The Contractor's Section 508 compliancy information can be found at <http://www.xacta.com/resources/>

4. **Applicable Standards.** The contractor shall deliver products under this BPA that are capable of being System-Level Certified & Accredited (C&A's), when implemented, in accordance with applicable federal and defense standards:

For federal civilian community: FIPS 200 (NIST 800-37 process based on NIST 800-53 system-level controls)

For the defense community: DoDI 5200.40 DoD Information Technology Security Certification and Accreditation process (DITSCAP)

For all Information Assurance products (such as Xacta IA Manager), the contractor shall have them evaluated by a NIAP-approved lab in accordance with NSTISSP 11.

5. **IP v6 Internet Protocol.** The Department of Defense intends to securely transition networking capabilities to Internet Protocol Version 6 (IPV6) by 2008. One key element to a successful transition is the availability of commercial vendor IPV6 support. ASD NII memoranda of June 9, 2003 and September 29, 2003 (available online at: <http://ipv6.disa.mil/>) outline the implementation timetable and discuss challenges to be addressed by an overall enterprise transition strategy

6. **Net-Centricity.** The Department of Defense is moving rapidly towards a Net-Centric information environment where emerging standards and technologies converge to optimize assured information sharing among all users. To reach this state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. End users require the ability to access applications and services through Web services, in an information environment comprised of interoperable computing and communication components.

7. Other

52.204-2 -- Security Requirements (Aug. 1996)

52.237-2 -- Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)

252.201-7000 -- Contracting Officers Representative (Dec 1991)

252.204-7000 -- Disclosure of Information (Dec 1991)

252.204-7004 -- Required Central Contractor Registration (Mar 2000)

252.209-7004 -- Subcontracting with Firms That Are Owned or
Controlled by the Government of a Terrorist
Country (Mar 1998)

252.227-7015 -- Technical Data -- Commercial Items (Nov 1995)

252.227-7037 -- Validation of Restrictive Markings on Technical Data (Sep 1999)

252.246-7000 -- Material Inspection and Receiving Report (Dec 1991)

SmartBUY Enterprise Software Agreement Discount Table

F01620-03-A-8003

The following tables represent the SmartBUY Enterprise Software Agreement discounts below Telos' GSA offering.

Xacta IA Product Offering	BPA Disc Price < \$5M	BPA Disc Price \$5M--\$10M	BPA Disc Price \$10M- <\$15M	BPA Disc Price \$15M+
Xacta IA Manager To include perpetual licenses, Process Enforcer upgrade, Continuous Assessment upgrade, annual maintenance, reinstatement of maintenance, and automated vulnerability management subscriptions.	13.3%	18.4%	23.5%	28.6%
Xacta FISMA Accelerator To include perpetual licenses, annual maintenance, and reinstatement of maintenance.	13.3%	18.4%	23.5%	28.6%

NOTE:

- Discounts apply only to new licenses/maintenance purchased after each threshold has been reached and are not retroactive to previously sold licenses/maintenance (ie: The first licenses/maintenance up to \$5M will be discounted 13.3% below GSA. Licenses/maintenance become discounted at 18.4% only after reaching the \$5M threshold.) Professional services and training will be discounted based upon their own discount schedule.
- Upgrade from a subscription license to a perpetual license is available on a case by case basis considering such things as length of time left on subscription, what flavor of product was licensed, etc.
- The following templates are available: DIACAP, DITSCAP, NIACAP, and NIST 800 series.
- Discounts are applied to GSA price. Resulting BPA price will include the ACT Fee.

Xacta Messaging Product Offering	BPA Disc Price 1 - 4	BPA Disc Price 5 +
Xacta AMHS - product line to include: small, medium, and large hardware and software suites, automatic failover suite, user packs, certificate reader, legacy interface, and lab suite	5%	5%
Xacta AMHS - annual maintenance for small, medium, and large suites	5%	5%
Xacta AMHS - reinstatement of maintenance for small, medium, and large suites	5%	5%
Xacta AMHS Regional Messaging Node - product line items	10%	40%
Xacta AMHS Regional Messaging Node - annual maintenance	5%	5%
Xacta AMHS Regional Messaging Node - reinstatement of maintenance	5%	5%

NOTE:

- Discounts apply only at time of purchase and are not cumulative to quantities purchased previously.
- Discounts are applied to GSA price. Resulting BPA price will include the ACT Fee.

Professional Services	BPA Disc Price
All Professional Services	2.1%

NOTE:

- Orders for professional services will be placed in accordance with the instructions contained in Telos' GSA Schedule.
- Orders for professional services may be time and material (T&M) or firm-fixed price (FFP).
- Additional spot discounting may be offered on an individual order basis.
- Discounts are applied to GSA price. Resulting BPA price will include the ACT Fee.

Training	BPA Disc Price
Xacta Training Credits	5.6%
Xacta AMHS Training	5.0%

NOTE:

- Discounts are applied to GSA price. Resulting BPA price will include the ACT Fee.

Spot Discounts Available

In addition to these discounted SmartBUY ESA prices, there is the potential for additional spot discounts based on collective factors including: program scope, support needs, user count, license term, and /or finance requirements.



PERPETUAL SOFTWARE LICENSE AGREEMENT

This perpetual Software License Agreement ("Agreement") is made between Xacta Corporation, organized under the laws of Delaware, USA (hereinafter called "Xacta"), and Licensee.

NOTICE - READ BEFORE INSTALLING

CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE INSTALLING THE SOFTWARE. INSTALLATION OF THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS, DO NOT INSTALL THE SOFTWARE AND PROMPTLY RETURN THE SOFTWARE TO XACTA FOR A REFUND OF THE AMOUNT PAID.

WHEREAS Xacta has licensing rights in certain of the designated computer programs ("Program" as further hereinafter defined); and

WHEREAS, the licensed Program contains Xacta proprietary technology and embeds third party software including portions of products licensed by Xacta with the rights to LICENSEE; and

WHEREAS, LICENSEE may be engaged in hosting certain computer software for providing services to computer users and systems within the LICENSEE'S enterprise;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 "Program" means:

- (1) Xacta computer program(s) and related documentation as originally licensed from Xacta, including all product components, templates, and subsequent releases provided by Xacta under the terms of this Agreement for use in connection with or replacement of the certain specified software; and
- (2) Third party software and any enhancements and features added to the Program, and other Program components developed or acquired by Xacta and provided to LICENSEE under this Agreement; and
- (3) Documentation and related materials pertinent to such Program and any updated Program or portion of a Program hereinafter furnished to LICENSEE by Xacta under the terms of this Agreement for use in connection with or replacement of a Program, including future enhancements and additions hereto as approved in writing by Xacta and LICENSEE.

1.02 "Proprietary Information" shall mean proprietary and trade secret information embodied in software and other materials provided from one party

to the other under this Agreement and not generally known or available to the public, including Data Schema, Program Source Code and Object Code, as defined below, and computer program listings, techniques, algorithms, processes, templates, manuals, training materials provided to a party under this Agreement.

1.03 "Source Code" shall mean a form of a computer program in which the program logic is easily deduced by a human being, such as a printed listing of the Program, or in an encoded machine-readable form such as might be recorded on magnetic disk or tape, from which a printed listing can be made by processing it with a computer.

1.04 "Object Code" shall mean the form of a computer program resulting from the translation or processing of Program Source Code by a computer into machine language or intermediate code, which is not convenient to human understanding of the program logic, but which is appropriate for execution or interpretation by a computer.

1.05 The "Effective Date" of this Agreement shall be the date on the letter sent by Xacta to the LICENSEE when the license purchase is processed.

1.06 "Data Schema" shall mean Xacta's representation of relevant inventory information, vulnerability information, threat information, risk weighting factors, and all other data and its structure used by the Program.

1.07 "Project" shall mean the security assessment of the LICENSEE-defined system boundary. Each Project requires a valid license key, provided by Xacta, that activates and enforces the functionality available within the Program. Each Project is designed to support up to a specified number of devices. Exceeding the specified number of devices could void support and maintenance. See Xacta support site for details at www.xacta.com/support/xiamsupport.cfm.

1.08 "Content Package" shall mean the template to be used for security assessment based on LICENSEE'S required or specified standards.

1.09 "Application Server" shall mean the core component of the Xacta Program that performs risk and compliance calculations.

ARTICLE 2 - LICENSE GRANT

2.01 Subject to the conditions hereinafter set forth and fees paid, Xacta hereby grants to LICENSEE a nonexclusive, nonrefundable, nontransferable (except pursuant to Section 7.01 herein below) perpetual license to use and display the Program only in Object Code form as follows: Application Server may be installed on a single computer; all other Program components may be installed on one or more computers as specified in the ordering document solely for its own internal business operations for the purpose of conducting the Project(s) specified in the ordering document.

2.02 Except as provided herein, no rights or licenses are granted herein to LICENSEE, expressly or by implication, to any Xacta intellectual property, patents or any applications for patent, designs or proprietary data.

2.03 This Agreement is subject to and conditioned upon compliance with the U.S. Export Administration Act and the applicable regulations thereunder (collectively, the "U.S. Export Laws"). LICENSEE acknowledges and understands that neither the Program, nor the technical data relating to the Program, is intended to be used for any purpose prohibited by the U.S. Export Laws, including but not limited to nuclear proliferation, chemical/biological weapons or missiles. LICENSEE will not export or re-export the Program to any destination subject to export restrictions under U.S. law, unless prior written authorization is obtained from the appropriate U.S. agency.

2.04 Upon purchase by LICENSEE of annual maintenance, Xacta shall provide technical support and maintenance services in accordance with the policy published at www.xacta.com/support/xiamsupport.cfm, which Xacta reserves the right to modify at any time at its sole discretion.

2.05 The Program and all copies (in whole or part) shall remain the exclusive property of Xacta. LICENSEE shall not (i) modify, reverse engineer, reverse assemble, or reverse compile any Program or part thereof; (ii) create derivative works based on any Program or any part thereof; (iii) remove or alter any trademark, copyright, or other proprietary notice contained on or in the Program; (iv) use any of the Third Party Software as stand-alone applications; or (v) sublicense the Program to any third parties.

2.06 Nothing contained in this Agreement shall be construed as granting to LICENSEE any other right or

license, either express or implied, except the express rights hereinabove granted.

2.07 This Agreement does not constitute nor include any sale, lease, loan or transfer of the Program, upgrades, or enhancements thereto in any form by the parties hereto.

2.08 No rights or licenses are herein granted to LICENSEE, expressly or by implication, to use the names Xacta Corporation, Xacta, or any trademark or trade name owned by Xacta, or any trademark or trade name which may cause confusion as to origin and source of manufacturer between Xacta and LICENSEE.

2.09 No more often than annually, Xacta may, upon reasonable notice to LICENSEE, and at Xacta's expense, conduct an audit (or may direct an audit firm to conduct an audit) at LICENSEE'S facility during business hours to verify the proper use of the Program in accordance with the license granted herein. The auditor shall protect the confidentiality of the LICENSEE's information and abide by the LICENSEE's security regulations. If use of the Program is found to be greater than that contracted for, LICENSEE will be invoiced for each additional Program at the then current published prices. If the underpaid or unpaid amount owed, as verified by the audit, is greater than 5% of the actual amount properly due, LICENSEE shall pay Xacta's reasonable costs of conducting the audit.

ARTICLE 3 - CONSIDERATION

3.01 In consideration of the rights granted to LICENSEE under Article 2 herein, LICENSEE shall pay fees according to a duly authorized ordering document released against this Agreement and accepted by Xacta.

3.02 LICENSEE shall be billable under an ordering document released against this Agreement and license and other fees shall be paid to Xacta by LICENSEE within thirty (30) days after the invoice date. All such fees shall be free of any applicable taxes, charges, or remittance fees levied by any United States or foreign governmental agency. LICENSEE will pay all applicable sales, use, personal property or similar taxes, tariffs or governmental charges, exclusive of Xacta's income tax. All fees received by Xacta in foreign currencies shall be converted to United States Dollars at the exchange rates quoted in the national edition of the Wall Street Journal on the last business day of the month in which payment is due.

3.03 Xacta shall deliver to LICENSEE the Content Package and the Program in accordance with the ordering document.

ARTICLE 4 - PROPRIETARY RIGHTS AND CONFIDENTIALITY

4.01 Xacta represents and warrants that the Program is and shall at all times be and remain the sole and exclusive property of Xacta and the third party Licensors from which Xacta has obtained the right to

grant, and to grant others the right to grant sublicenses. LICENSEE shall derive no right, title or interest therein except as expressly set forth in this Agreement.

4.02 All right, title and interest in the Program, subject to the ownership rights of third parties in portions of the Program and the rights granted to LICENSEE under Article 2, will remain in Xacta.

4.03 LICENSEE agrees to protect the confidentiality of the Program and any Proprietary Information thereof (including methods or concepts utilized and the result of any benchmark tests) and all other information identified by Xacta as proprietary and confidential with the same standard of care which LICENSEE uses to protect its own valuable trade secrets and proprietary information, but in no event less than reasonable care. Proprietary Information shall not be disclosed to any third party without the express written consent of the disclosing party (except for recipient party's employees and consultants who are bound by a written agreement with recipient party to maintain the confidentiality of such Proprietary Information in a manner consistent with this Agreement). LICENSEE shall have no such obligation with respect to information which:

(1) is already or otherwise becomes publicly known through no act or failure to act of either party; or

(2) is lawfully received from third parties subject to no restriction of confidentiality.

4.04 The U.S. Government is provided a license only with restricted rights and limited rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR Sections 52-227-14 and 52-227-19 and DFARS Sections 52.227-7013(C)(1)(ii), as applicable.

ARTICLE 5 - LIMITATION OF WARRANTIES, REMEDIES, AND LIMITATION OF LIABILITY

5.01 Xacta warrants that it has the right to grant the licenses herein under its rights in the Program. However, in the event the Program is held by a court of competent jurisdiction to infringe on a valid U.S. patent issued as of the Effective Date, copyright or trade secret, Xacta shall have the option in its sole discretion either to (i) procure for LICENSEE the right to continue using said Program, (ii) replace or modify the same to make use non-infringing, or (iii) refund to LICENSEE the amount paid under this Agreement for the infringing portion of the Program less a straight line depreciation assuming a useful life of five (5) years.

5.02 Other than the limited warranty in Section 5.01, neither Xacta, nor any other software organizations from which Xacta has obtained the right to grant, and to grant others the right to grant sublicenses:

(1) **MAKES ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF**

MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT, LEVEL OF SECURITY, ACCURACY OR SYSTEM INTEGRATION; OR,

(2) **ASSUMES ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY USE OF THE PROGRAM OR ANY PORTION THEREOF OR WITH RESPECT TO ANY DAMAGES THAT MAY RESULT FROM SUCH USE.**

5.03 IN NO EVENT SHALL XACTA OR ITS SUPPLIERS OR LICENSEE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE AND CUMULATIVE LIABILITY OF XACTA AND ITS SUPPLIERS FOR DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY LICENSEE UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RELATE TO PARTICULAR LICENSED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO FEES PAID FOR THE LICENSED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY. EXCEPT FOR ANY BREACH OF ITS OBLIGATIONS UNDER SECTION 4.03, LICENSEE'S AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY LICENSEE UNDER THIS AGREEMENT. LICENSEE acknowledges that the fees applicable to the Program reflect the allocation of risk set forth in this Agreement and that Xacta would not have entered into this Agreement without the limitations of liability set forth in this Agreement.

ARTICLE 6 - TERM AND TERMINATION

6.01 The term of this Agreement shall begin on the Effective Date and shall continue unless otherwise terminated, as provided herein.

6.02 If either party hereto defaults in fulfilling any material obligations and conditions set forth in this Agreement, and such default has not been remedied within sixty (60) days after notice specifying the nature of such default, the party not in default shall have the right to terminate this Agreement by giving written notice of such termination to the defaulting party.

6.03 Upon termination of this Agreement as provided hereinabove, LICENSEE shall return all copies of the Program and documentation relating thereto, including copies of any and all Proprietary Information associated with the Program then in its possession, to Xacta within thirty (30) days of the effective date of the termination.

6.04 The right of either party to terminate this Agreement shall not be affected in any way by its waiver of, or failure to take action with respect to, any previous default.

6.05 Surviving termination of this Agreement for any reason are the provisions of Articles 2.03, 4, 5; 6.05, and any cause or action or claim of either party accrued or to accrue because of any breach or default by the other party including, but not limited to, injunctive relief and any other relief available whether in law or in equity.

ARTICLE 7 - MISCELLANEOUS

7.01 This Agreement and the license herein granted shall not be assignable by either party thereto without the prior, written consent of the other party, which consent shall not be unreasonably withheld, except that this Agreement may be assigned to a party's affiliates or to a purchaser of substantially all of the assets of the business to which this Agreement pertains.

7.02 If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall remain in effect.

7.03 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous agreements whether written or oral.

7.04 This Agreement may be modified, amended, superseded or terminated, other than by its terms, only by a writing duly signed by authorized representatives of both parties.

7.05 Any notice, report or statement required to be given or made hereunder shall be considered properly given if sent by registered or certified mail, return receipt requested, postage-paid to the respective address of each party as either of the parties shall have last furnished in writing to the other.

"Xacta" and its logo are registered trademarks of Xacta Corporation.

©2000-2005, Xacta Corporation. All rights reserved

7.06 Except for injunctive relief relating to any unauthorized use or transfer of the Program by LICENSEE, any dispute or controversy arising out of or relating to this Agreement, or any modification or extension thereof, including any claim for damages, restitution or specific performance, rescission or reformation, or any combination of such remedies, shall be settled by arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

7.07 This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

7.08 Neither party will, without the other party's express written permission, use in advertising, publicity, marketing or otherwise any trade name, trademark or other identification or any abbreviation, contraction or simulation thereof owned or used by the other party.

7.09 No advertising or publicity matter having any reference to any of the parties to this Agreement shall be published, disseminated or distributed by any party to the Agreement, or anyone in such party's behalf, unless and until such matter shall have first been submitted to and approved in writing by the party referred to in the advertising or publicity matter.

ARTICLE 8 – ORDER OF PRECEDENCE

Any inconsistencies between this Agreement and other documents shall be resolved by giving precedence to this Agreement.



**Automated Message Handling System
Software License Agreement
For
Regional Nodes**

This SOFTWARE LICENSE AGREEMENT (“SLA”) is made between Telos Corporation, a Maryland corporation, with offices at 19886 Ashburn Road, Ashburn, Virginia 20147 (“Telos”) and Licensee.

NOTICE – READ BEFORE INSTALLING

CAREFULLY READ THE TERMS AND CONDITIONS OF THIS SLA BEFORE INSTALLING THE SOFTWARE. INSTALLATION OF THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS, DO NOT INSTALL THE SOFTWARE AND PROMPTLY RETURN THE SOFTWARE TO TELOS FOR A REFUND OF THE AMOUNT PAID.

WHEREAS Telos has licensing rights in certain of the designated computer programs (“Programs” as further hereinafter defined); and

WHEREAS, the licensed Program contains Telos proprietary technology and embeds third party software including portions of products licensed by Telos with the rights to Licensee;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

1.1 **Program** means a) the Object Code version of the Telos computer software and related documentation as originally licensed from Telos, including all product components and subsequent releases provided by Telos under the terms of this SLA for use in connection with or replacement of the certain specified software; and, b) third party software and any enhancements and features added to the Program, and other Program components developed or acquired by Telos and provided to Licensee under this SLA. The term “Program” includes documentation and related materials pertinent to such Program and any updated Program.

1.2 **Ordering Document** means a document authorizing the purchase of Telos Program license(s) and Support.

1.3 **Object Code** means the form of a computer program resulting from the translation or processing of Program Source Code by a computer into machine language or intermediate code, which is not convenient to human understanding of the program logic, but which is appropriate for execution or interpretation by a computer.

1.4 **Source Code** means a form of a computer program in which the program logic is easily deduced by a human being, such as a printed listing of the Program, or in an encoded machine-readable form, such as might be recorded on magnetic disk or tape, from which a printed listing can be made by processing it with a computer.

1.5 **Regional Node** means a Licensee’s a) hierarchical organizational structure or b) geographic organizational structure utilizing the Program as defined in an Ordering Document.

2. License.

2.1 For any Program set forth in Exhibit A to this SLA, Telos hereby grants to Licensee, and Licensee hereby accepts from Telos, a non-exclusive, nontransferable royalty-bearing run-time license in Object Code form only, solely to load and execute the licensed Program on a designated computer system or multiple systems within a Regional Node identified in an Ordering Document. Telos must be informed in writing and approve of any changes to the Regional Node identified in the Ordering Document. If any approved changes to the Regional Node result in a change to the license fees, Telos will so notify Licensee and Licensee will modify the Ordering Document accordingly. The Regional Node License also includes permission to load the software at one backup site other than the primary Regional Node. The use of the software at the backup site is limited to support continuing operations should the primary site experience a failure and deem it necessary to transfer responsibility to the contingency site. The backup site and primary site cannot both be supporting user accounts simultaneously except for short periods of time as may be necessary to effect the transition from one to the other.

2.2 Licensee is permitted to copy the Program only to the extent necessary to so load and execute the Program, and to make backup or archival copies of the Program.

2.3 Licensee understands and agrees that title to and ownership of the Program, including all copies of the Programs, is not conveyed or transferred to Licensee by the SLA. All rights in the Program, including trade secrets, intellectual property, patents, and copyrights are retained by Telos and its third party licensors and do not pass to Licensee. Licensee acknowledges that Telos may hold a license to, rather than ownership of, some or all of the Program and documentation provided under this SLA. Licensee agrees that its obligations to Telos set forth in this agreement shall be deemed to be for the benefit of Telos and/or its third party licensors as appropriate for the protection of the Program.

2.4 Licensee shall not remove or alter any trademark, copyright, or other proprietary notice contained on or in the Program. The inclusion of a copyright notice on any Program or documentation shall not cause, or be construed to cause, it to be a published work.

2.5 Licensee shall not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Program. Licensee shall not modify, translate, adapt, or create derivative works based on the documentation provided by Telos in connection with the Program.

2.6 Licensee shall not copy the Program except as required for installation and for archival storage to ensure against loss of the Program. Any and all copyright or other proprietary notices on the Program must be included on the archival copy.

3. Transfer and Assignment.

3.1 A Program may be transferred outside the Regional Node only with the prior written consent of Telos. A Program may be transferred without cost or prior consent from one designated computer system to another within the same Regional Node.

3.2 The rights granted herein are restricted for use solely by Licensee and may not be assigned or transferred to a third party without the prior written permission of Telos.

4. Payment.

Unless different payment terms are agreed to in writing between the parties, payment of license fees is due to Telos within thirty (30) calendar days from the date of Telos' invoice. All amounts are payable in U.S. Dollars by check or money order to Telos. Licensee shall pay all applicable shipping charges and sales, use, personal property or similar taxes, tariffs or governmental charges, exclusive of Telos' income tax. If Telos is required to pay any taxes on the income or revenue for which Licensee is responsible hereunder, Licensee will promptly reimburse Telos such amount upon notice by Telos. Licensee must reimburse Telos for all costs incurred (including reasonable attorneys' fees) in collecting past due amounts.

5. Support.

5.1 The software license fees paid include one (1) year of Support in accordance with Telos' then current technical support policy, which Telos reserves the right to modify at any time in its sole discretion, available by contacting Telos at HTTP://AMHS.SUPPORT@Telos.COM

5.2 Telos shall have no obligation to support the Program if Licensee modifies the Program in breach of this SLA.

5.3 Support will terminate unless Licensee renews Support for the next year under Telos' then current policies.

6. Proprietary Rights and Confidentiality.

6.1 Telos represents and warrants that the Program is and shall at all times be and remain the sole and exclusive property of Telos and the third party Licensors from which Telos has obtained the right to grant, and to grant others the right to grant sublicenses. Licensee shall derive no right, title or interest therein except as expressly set forth in this SLA.

6.2 All right, title and interest in the Program, subject to the ownership rights of third parties in portions of the Program and the rights granted to Licensee under Section 2, will remain in Telos.

6.3 Licensee agrees to protect the confidentiality of the Program and any Proprietary Information thereof (including methods or concepts utilized and the result of any benchmark tests) and all other information identified by Telos as proprietary and confidential with the same standard of care which Licensee uses to protect its own valuable trade secrets and proprietary information, but in no event less than reasonable care. Proprietary Information shall not be disclosed to any third party without the express written consent of the disclosing party (except for recipient party's employees and consultants who are bound by a written agreement with recipient party to maintain the confidentiality of such Proprietary Information in a manner consistent with this Agreement). Licensee shall have no such obligation with respect to information which:

- (1) is already or otherwise becomes publicly known through no act or failure to act of either party; or
- (2) is lawfully received from third parties subject to no restriction of confidentiality.

7. Indemnification.

7.1 Telos agrees to indemnify Licensee, as limited by this paragraph, with respect to any suit, claim or proceeding brought against Licensee alleging that Licensee's use of the Program infringes a valid United States patent or copyright. Telos will defend Licensee against such claims and pay litigation costs, reasonable attorneys' fees and damages awarded by a court of competent jurisdiction if, and only if, Licensee promptly gives notice to Telos of any such suit, claim or proceeding and cooperates with Telos in the defense or settlement of such action; and provided that Telos shall have control thereof.

7.2 In the event that a permanent injunction is obtained in a court of competent jurisdiction against Licensee's continued use of the Program in a suit, claim or proceeding which Telos is defending pursuant to this paragraph, Telos shall, at its option: (1) procure for Licensee the right to continue using the portion of the Program enjoined from use; (2) replace or modify the Program so that Licensee's use is not subject to any such injunction; or (3) refund to Licensee the fee(s) paid for the Program, less a straight line depreciation assuming a useful life of five years, upon return of the product(s) to Telos. This section states the entire liability of Telos and the exclusive remedy of Licensee with respect to any alleged infringement by the Program or any part thereof.

8. Warranty.

8.1 For a period of ninety (90) days from the date of shipment, Telos warrants that the media on which the Program is contained will be free from defects in materials and workmanship. This warranty does not cover damage caused by improper use or neglect. To obtain warranty service during the 90-day warranty period, the Licensee may return the Program (postage paid) with a description of the problem to Telos. The defective media on which the Program is contained will be replaced at no additional charge to the Licensee.

8.2 TELOS DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT TO THE CONTRARY: (1) THE PROGRAM AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT, LEVEL OF SECURITY, ACCURACY OR SYSTEM INTEGRATION, AND (2) THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, INFRINGEMENT AND PERFORMANCE OF THE PROGRAM IS WITH LICENSEE. TELOS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAMS WILL MEET LICENSEE'S REQUIREMENTS OR THOSE OF ANY THIRD PARTY, OR THAT THE PROGRAMS WILL BE ERROR FREE.

8.3 IN NO EVENT SHALL TELOS BE LIABLE TO LICENSEE, ITS AFFILIATES, DIVISIONS, LICENSEES, CUSTOMERS, EMPLOYEES, OR ANY OTHER PARTIES, FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE SALE, LICENSING, USE OF PERFORMANCE OF THE PROGRAM AND DOCUMENTATION, EVEN IF TELOS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Limitation of Liability.

SUBJECT TO THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SLA, TELOS' LIABILITY FOR ANY LOSSES OR DAMAGES OF ANY NATURE ARISING FROM THE DESIGN OR USE OF THE PROGRAM OR DOCUMENTATION SHALL BE LIMITED TO THE AMOUNT OF FEES AND/OR ROYALTIES PAID TO TELOS UNDER THIS SLA.

10. Termination.

Telos may terminate this SLA or withhold Support of the Program if Licensee fails to make any payment when due to Telos and such failure is not cured within thirty (30) days after written notice that payment is past due. Either party may terminate this SLA upon any other material breach of this SLA by the other party, which if remediable, has not been corrected within thirty (30) days after written notice. On termination, all licenses granted hereunder shall terminate, Licensee shall cease using the Program and documentation, and Licensee shall certify in writing to Telos that all copies (in any form or media) have been destroyed or returned to Telos. Termination shall not relieve the Licensee from paying all fees accruing prior to termination and shall not limit either party from pursuing any other available remedies. Sections 2.3, 3.2, 4, 6, 7, 8.2, 8.3, 9, 10, and 11.7 shall survive termination of this SLA.

11. Miscellaneous.

11.1 This SLA and the license herein granted shall not be assignable by Licensee without the prior, written consent of Telos, which consent shall not be unreasonably withheld, except that this SLA may be assigned to a party's affiliates or to a purchaser of substantially all of the assets of the business to which this SLA pertains.

11.2 If any term or provision of this SLA shall be determined by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall remain in effect.

11.3 If the license is acquired under a U.S. Government contract or in some other manner is lawfully acquired by the U.S. Government, the Licensee shall gain no greater or lesser rights than any other licensee. By accepting delivery of the Programs, the Licensee agrees that the Programs qualify as "commercial" computer software within the meaning of FAR Part 12.212, and DFARS Part 227.7202-1.

11.4 All notices, certificates, acknowledgments, demands, requests or communications hereunder shall be in writing and shall be deemed properly delivered when delivered in person, or duly mailed by registered or certified letter to the other party at the address that party shall have last furnished in writing to the other, or to such other address as either party may, by written notice, designate to the other.

11.5 This agreement shall not be amended or modified, nor shall any waiver for any right hereunder be effective unless set forth in a document executed by duly authorized representatives of both Telos and Licensee. The waiver of any

breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

11.6 This agreement constitutes the entire understanding of the parties hereto and supersedes and replaces any and all previous and contemporaneous understandings, commitments, or agreement(s), oral or written, related to the subject matter of this agreement.

11.7 Licensee shall not transfer, directly or indirectly, any restricted Program or technical data received from Telos or the direct product of such data, to any destination subject to export restrictions under U.S. law, unless prior written authorization is obtained from the appropriate U.S. agency.

11.8 Except for injunctive relief relating to any unauthorized use or transfer of the Program by Licensee, any dispute or controversy arising out of or relating to this SLA, or any modification or extension thereof, including any claim for damages, restitution or specific performance, rescission or reformation, or any combination of such remedies, shall be settled by arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11.9 This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

12. **Order of Precedence.**

Any inconsistencies between this SLA and other documents shall be resolved by giving precedence to this SLA.

EXHIBIT A

AMHS System Software which includes:

- Telos AMHS Software, Current Version
- Verity K2 Information Server, Microsoft compatible version
- Verity K2 Profiler, Microsoft compatible version

Annual Maintenance on each component: Included in license fees for first year. Thereafter, annual maintenance fees are incorporated into the overall AMHS maintenance package and not separately priced or available.



Software License Agreement For Automated Message Handling System

This SOFTWARE LICENSE AGREEMENT (“SLA”) is made between Telos Corporation, a Maryland corporation, with offices at 19886 Ashburn Road, Ashburn, Virginia 20147 (“Telos”) and Licensee.

NOTICE – READ BEFORE INSTALLING

CAREFULLY READ THE TERMS AND CONDITIONS OF THIS SLA BEFORE INSTALLING THE SOFTWARE. INSTALLATION OF THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS, DO NOT INSTALL THE SOFTWARE AND PROMPTLY RETURN THE SOFTWARE TO TELOS FOR A REFUND OF THE AMOUNT PAID.

WHEREAS Telos has licensing rights in certain of the designated computer programs (“Programs” as further hereinafter defined); and

WHEREAS, the licensed Program contains Telos proprietary technology and embeds third party software including portions of products licensed by Telos with the rights to Licensee;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

1.1 **Program** means a) the Object Code version of the Telos computer software and related documentation as originally licensed from Telos, including all product components and subsequent releases provided by Telos under the terms of this SLA for use in connection with or replacement of the certain specified software; and, b) third party software and any enhancements and features added to the Program, and other Program components developed or acquired by Telos and provided to Licensee under this SLA. The term “Program” includes documentation and related materials pertinent to such Program and any updated Program.

1.2 **Ordering Document** means a document authorizing the purchase of Telos Program license(s) and Support.

1.3 **Object Code** means the form of a computer program resulting from the translation or processing of Program Source Code by a computer into machine language or intermediate code, which is not convenient to human understanding of the program logic, but which is appropriate for execution or interpretation by a computer.

1.4 **Source Code** means a form of a computer program in which the program logic is easily deduced by a human being, such as a printed listing of the Program, or in an encoded machine-readable form, such as might be recorded on magnetic disk or tape, from which a printed listing can be made by processing it with a computer.

2. License.

2.1 For any Program set forth in Exhibit A to this SLA, Telos hereby grants to Licensee, and Licensee hereby accepts from Telos, a non-exclusive, nontransferable royalty-bearing run-time license in Object Code form only, solely to load and execute the licensed Program on a single designated computer system at Licensee's premises identified in an Ordering Document.

2.2 Licensee is permitted to copy the Program only to the extent necessary to so load and execute the Program, and to make one (1) backup or archival copy of the Program.

2.3 Licensee understands and agrees that title to and ownership of the Program, including all copies of the Programs, is not conveyed or transferred to Licensee by the SLA. All rights in the Program, including trade secrets, intellectual property, patents, and copyrights are retained by Telos and its third party licensors and do not pass to Licensee. Licensee acknowledges that Telos may hold a license to, rather than ownership of, some or all of the Program and documentation provided under this SLA. Licensee agrees that its obligations to Telos set forth in this agreement shall be deemed to be for the benefit of Telos and/or its third party licensors as appropriate for the protection of the Program.

2.4 Licensee shall not remove or alter any trademark, copyright, or other proprietary notice contained on or in the Program. The inclusion of a copyright notice on any Program or documentation shall not cause, or be construed to cause, it to be a published work.

2.5. Licensee shall not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Program. Licensee shall not modify, translate, adapt, or create derivative works based on the documentation provided by Telos in connection with the Program.

2.6. Licensee shall not copy the Program except as required for installation and for archival storage to ensure against loss of the Program. Any and all copyright or other proprietary notices on the Program must be included on the archival copy.

3. Transfer and Assignment.

3.1 A Program may be transferred to another site only with the prior written consent of Telos. A Program may be transferred without cost or prior consent from one designated computer system to another at the same site.

3.2 The rights granted herein are restricted for use solely by Licensee and may not be assigned or transferred to a third party without the prior written permission of Telos.

4. Payment.

Unless different payment terms are agreed to in writing between the parties, payment of license fees is due to Telos within thirty (30) calendar days from the date of Telos' invoice. All amounts are payable in U.S. Dollars by check or money order to Telos. Licensee shall pay all applicable shipping charges and sales, use, personal property or similar taxes, tariffs or governmental charges, exclusive of Telos' income tax. If Telos is required to pay any taxes on the income or revenue for which Licensee is responsible hereunder, Licensee will promptly reimburse Telos such amount upon notice by Telos. Licensee must reimburse Telos for all costs incurred (including reasonable attorneys' fees) in collecting past due amounts.

5. Support.

5.1 Telos AMHS software shall only be installed by Telos-authorized personnel.

5.2 The software license fees paid include one (1) year of Support in accordance with Telos' then current technical support policy, which Telos reserves the right to modify at any time in its sole discretion, available by visiting <http://www.xacta.com/support/amhssupportdetails.cfm>.

5.3 Telos shall have no obligation to support the Program if Licensee modifies the Program in breach of this SLA.

5.4 Support will terminate unless Licensee renews Support for the next year under Telos' then current policies.

6. Proprietary Rights and Confidentiality.

6.1 Telos represents and warrants that the Program is and shall at all times be and remain the sole and exclusive property of Telos and the third party Licensors from which Telos has obtained the right to grant, and to grant others the right to grant sublicenses. Licensee shall derive no right, title or interest therein except as expressly set forth in this SLA.

6.2 All right, title and interest in the Program, subject to the ownership rights of third parties in portions of the Program and the rights granted to Licensee under Section 2, will remain in Telos.

6.3 Licensee agrees to protect the confidentiality of the Program and any Proprietary Information thereof (including methods or concepts utilized and the result of any benchmark tests) and all other information identified by Telos as proprietary and confidential with the same standard of care which Licensee uses to protect its own valuable trade secrets and proprietary information, but in no event less than reasonable care. Proprietary Information shall not be disclosed to any third party without the express written consent of the disclosing party (except for recipient party's employees and consultants who are bound by a written agreement with recipient party to maintain the confidentiality of such Proprietary Information in a manner consistent with this Agreement). Licensee shall have no such obligation with respect to information which:

- (1) is already or otherwise becomes publicly known through no act or failure to act of either party; or
- (2) is lawfully received from third parties subject to no restriction of confidentiality.

7. Indemnification.

7.1 Telos agrees to indemnify Licensee, as limited by this paragraph, with respect to any suit, claim or proceeding brought against Licensee alleging that Licensee's use of the Program infringes a valid United States patent or copyright. Telos will defend Licensee against such claims and pay litigation costs, reasonable attorneys' fees and damages awarded by a court of competent jurisdiction if, and only if, Licensee promptly gives notice to Telos of any such suit, claim or proceeding and cooperates with Telos in the defense or settlement of such action; and provided that Telos shall have control thereof.

7.2 In the event that a permanent injunction is obtained in a court of competent jurisdiction against Licensee's continued use of the Program in a suit, claim or proceeding which Telos is defending pursuant to this paragraph, Telos shall, at its option: (1) procure for Licensee the right to continue using the portion of the Program enjoined from use; (2) replace or modify the Program so that Licensee's use is not subject to any such injunction; or (3) refund to Licensee the fee(s) paid for the Program, less a straight line depreciation assuming a useful life of five years, upon return of the product(s) to Telos. This section states the entire liability of Telos and the exclusive remedy of Licensee with respect to any alleged infringement by the Program or any part thereof.

8. Warranty.

8.1 For a period of ninety (90) days from the date of shipment, Telos warrants that the media on which the Program is contained will be free from defects in materials and workmanship. This warranty does not cover damage caused by improper use or neglect. To obtain warranty service during the 90-day warranty period, the Licensee may return the Program (postage paid) with a description of the problem to Telos. The defective media on which the Program is contained will be replaced at no additional charge to the Licensee.

8.2 TELOS DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT TO THE CONTRARY: (1) THE PROGRAM AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT, LEVEL OF SECURITY, ACCURACY OR SYSTEM INTEGRATION, AND (2) THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, INFRINGEMENT AND PERFORMANCE OF THE PROGRAM IS WITH LICENSEE. TELOS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAMS WILL MEET LICENSEE'S REQUIREMENTS OR THOSE OF ANY THIRD PARTY, OR THAT THE PROGRAMS WILL BE ERROR FREE.

8.3 IN NO EVENT SHALL TELOS BE LIABLE TO LICENSEE, ITS AFFILIATES, DIVISIONS, LICENSEES, CUSTOMERS, EMPLOYEES, OR ANY OTHER PARTIES, FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE SALE, LICENSING, USE OF PERFORMANCE OF THE PROGRAM AND DOCUMENTATION, EVEN IF TELOS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **Limitation of Liability.**

SUBJECT TO THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SLA, TELOS' LIABILITY FOR ANY LOSSES OR DAMAGES OF ANY NATURE ARISING FROM THE DESIGN OR USE OF THE PROGRAM OR DOCUMENTATION SHALL BE LIMITED TO THE AMOUNT OF FEES AND/OR ROYALTIES PAID TO TELOS UNDER THIS SLA.

10. **Termination.**

Telos may terminate this SLA or withhold Support of the Program if Licensee fails to make any payment when due to Telos and such failure is not cured within thirty (30) days after written notice that payment is past due. Either party may terminate this SLA upon any other material breach of this SLA by the other party, which if remediable, has not been corrected within thirty (30) days after written notice. On termination, all licenses granted hereunder shall terminate, Licensee shall cease using the Program and documentation, and Licensee shall certify in writing to Telos that all copies (in any form or media) have been destroyed or returned to Telos. Termination shall not relieve the Licensee from paying all fees accruing prior to termination and shall not limit either party from pursuing any other available remedies. Sections 2.3, 3.2, 4, 6, 7, 8.2, 8.3, 9, 10, and 11.7 shall survive termination of this SLA.

11. **Miscellaneous.**

11.1 This SLA and the license herein granted shall not be assignable by Licensee without the prior, written consent of Telos, which consent shall not be unreasonably withheld, except that this SLA may be assigned to a party's affiliates or to a purchaser of substantially all of the assets of the business to which this SLA pertains.

11.2 If any term or provision of this SLA shall be determined by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall remain in effect.

11.3 If the license is acquired under a U.S. Government contract or in some other manner is lawfully acquired by the U.S. Government, the Licensee shall gain no greater or lesser rights than any other licensee. By accepting delivery of the Programs, the Licensee agrees that the Programs qualify as "commercial" computer software within the meaning of FAR Part 12.212, and DFARS Part 227.7202-1.

11.4 All notices, certificates, acknowledgments, demands, requests or communications hereunder shall be in writing and shall be deemed properly delivered when delivered in person, or duly mailed by registered or certified letter to the other party at the address that party shall have last furnished in writing to the other, or to such other address as either party may, by written notice, designate to the other.

11.5 This agreement shall not be amended or modified, nor shall any waiver for any right hereunder be effective unless set forth in a document executed by duly authorized representatives of both Telos and Licensee. The waiver of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

11.6 This agreement constitutes the entire understanding of the parties hereto and supersedes and replaces any and all previous and contemporaneous understandings, commitments, or agreement(s), oral or written, related to the subject matter of this agreement.

11.7 Licensee shall not transfer, directly or indirectly, any restricted Program or technical data received from Telos or the direct product of such data, to any destination subject to export restrictions under U.S. law, unless prior written authorization is obtained from the appropriate U.S. agency.

11.8 Except for injunctive relief relating to any unauthorized use or transfer of the Program by Licensee, any dispute or controversy arising out of or relating to this SLA, or any modification or extension thereof, including any claim for damages, restitution or specific performance, rescission or reformation, or any combination of such remedies, shall be settled by arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11.9 This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

12. **Order of Precedence.**

Any inconsistencies between this SLA and other documents shall be resolved by giving precedence to this SLA.

EXHIBIT A

AMHS System Software which includes:

- Telos AMHS Software, Current Version
- Verity K2 Information Server, Microsoft compatible version
- Verity K2 Profiler, Microsoft compatible version

Annual Maintenance on each component: Included in license fees for first year. Thereafter, annual maintenance fees are incorporated into the overall AMHS maintenance package and not separately priced or available.

FEDERAL DOD
SMARTBUY ESA
REPORT OF SALES

(FILL IN COMPANY NAME)

FA8771-0_-A-_____

Ordering Activity Delivery Order #	Reseller Order #	End User Agency or Service	End User Ship-To Activity (Govt. licensee)	CLIN	Description	Reseller P/N	Publisher P/N	UNSPSC	Unit Price on GSA	Unit Price on Order	Unit Price on Order w/o Fees	QTY	Total Price on Order w/o Fees	Total IFF Fee @ .75%	Total ACT Fee @ 2%	Total Price on Order	GSA Price of Order	Cost Avoidance		
ARMY SALES																				
xxxxxxx	xxxxx	ARMY	88TH REGIMENTAL SUPPORT CMD xxxxx, xx	000	xxxxx	xxxxx	xxxxx		70.00	62.00	\$60.34	1	\$60.34	\$0.45	\$1.21	\$62.00	\$70.00	\$8.00		
xxxxxxx	xxxxx	ARMY	US ARMY CORPS OF ENGINEERS	000	xxxxx	xxxxx	xxxxx		98.00	92.70	\$90.22	6	\$541.31	\$4.06	\$10.83	\$556.20	\$588.00	\$31.80		
xxxxxxx	xxxxx	ARMY	FORT MCNAIR xxxxx, xx	000	xxxxx	xxxxx	xxxxx		119.00	103.00	\$100.24	1	\$100.24	\$0.75	\$2.00	\$103.00	\$119.00	\$16.00		
															\$14.04	TOTAL ACT FEE ON ARMY SALES				
															\$7.02	ARMY ACT FEE @ 1%				
															\$7.02	AIR FORCE ACT FEE @ 1%				
NAVY SALES																				
xxxxxxx	xxxxx	NAVY	NAVICP CODE xx, MECHANICSBURG, PA	000	xxxxx	xxxxx	xxxxx		119.00	103.00	\$100.24	3	\$300.73	\$2.26	\$6.01	\$309.00	\$357.00	\$48.00		
xxxxxxx	xxxxx	NAVY	NAVICP CODE xx, MECHANICSBURG, PA	000	xxxxx	xxxxx	xxxxx		96.00	82.40	\$80.19	3	\$240.58	\$1.80	\$4.81	\$247.20	\$288.00	\$40.80		
xxxxxxx	xxxxx	NAVY	SPAWAR PD15Q SAN DIEGO, CA	000	xxxxx	xxxxx	xxxxx		61.50	51.50	\$50.12	2	\$100.24	\$0.75	\$2.00	\$103.00	\$123.00	\$20.00		
xxxxxxx	xxxxx	NAVY	xxxxx	000	xxxxx	xxxxx	xxxxx		119.00	103.00	\$100.24	1	\$100.24	\$0.75	\$2.00	\$103.00	\$119.00	\$16.00		
xxxxxxx	xxxxx	NAVY	xxxxx	000	xxxxx	xxxxx	xxxxx		66.80	61.80	\$60.15	1	\$60.15	\$0.45	\$1.20	\$61.80	\$66.80	\$5.00		
															\$16.04	TOTAL ACT FEE ON NAVY SALES				
															\$8.02	NAVY ACT FEE @ 1%				
															\$8.02	AIR FORCE ACT FEE @ 1%				
DLA SALES																				
xxxxxxx	xxxxx	DLA	xxxxx	000	xxxxx	xxxxx	xxxxx		27.00	23.00	\$22.38	8	\$179.08	\$1.34	\$3.58	\$184.00	\$216.00	\$32.00		
xxxxxxx	xxxxx	DLA	xxxxx	000	xxxxx	xxxxx	xxxxx		61.50	51.50	\$50.12	5	\$250.61	\$1.88	\$5.01	\$257.50	\$307.50	\$50.00		
xxxxxxx	xxxxx	DLA	xxxxx	000	xxxxx	xxxxx	xxxxx		95.00	79.00	\$76.89	3	\$230.66	\$1.73	\$4.61	\$237.00	\$285.00	\$48.00		
															\$13.21	TOTAL ACT FEE ON DLA SALES				
															\$6.60	DLA ACT FEE @ 1%				
															\$6.60	AIR FORCE ACT FEE @ 1%				
SMARTBUY NON-ESI FEDERAL AND NON-ESI FEDERAL SUPPORT CONTRACTOR SALES																				
xxxxxxx	xxxxx	AGENCY	Federal Government Civilian Agency	000	xxxxx	xxxxx	xxxxx		96.00	82.40	\$80.19	8	\$641.56	\$4.81	\$12.83	\$659.20	\$768.00	\$108.80		
															\$12.83	TOTAL ACT FEE ON NON-ESI SMARTBUYS				
															\$6.42	NON-ESI SMARTBUY ACT FEE @ 1%				
															\$6.42	AIR FORCE ACT FEE @ 1%				
AIR FORCE & OTHER DOD ESI SALES (INCLUDING DOD ESI CONTRACT SUPPORT SALES, INTELLIGENCE COMMUNITY AND COAST GUARD SALES)																				
xxxxxxx	xxxxx	AIR FORCE	HILL AFB xxxxx, xx	000	xxxxx	xxxxx	xxxxx		96.00	82.40	\$80.19	8	\$641.56	\$4.81	\$12.83	\$659.20	\$768.00	\$108.80		
xxxxxxx	xxxxx	AIR FORCE	EGLIN AFB xxxxx, xx	000	xxxxx	xxxxx	xxxxx		61.50	49.00	\$47.69	5	\$238.44	\$1.79	\$4.77	\$245.00	\$307.50	\$62.50		
xxxxxxx	xxxxx	AIR FORCE	SCOTT AFB xxxxx, xx	000	xxxxx	xxxxx	xxxxx		96.00	82.40	\$80.19	3	\$240.58	\$1.80	\$4.81	\$247.20	\$288.00	\$40.80		
xxxxxxx	xxxxx	DOD	NATIONAL IMAGERY AND MAPPING	000	xxxxx	xxxxx	xxxxx		66.80	61.80	\$60.15	5	\$300.73	\$2.26	\$6.01	\$309.00	\$334.00	\$25.00		
xxxxxxx	xxxxx	DOD	xxxxx	000	xxxxx	xxxxx	xxxxx		66.80	61.80	\$60.15	5	\$300.73	\$2.26	\$6.01	\$309.00	\$334.00	\$25.00		
															\$34.44	ACT FEE ON AF & OTHER ESI SALES @ 2%				
												ARMY ACT FEE	MMM YYYY	\$7.02						
												NAVY ACT FEE	MMM YYYY	\$8.02						
												DLA ACT FEE	MMM YYYY	\$6.60						
												SMARTBUY ACT FEE	MMM YYYY	\$6.42						
												AIR FORCE & OTHER ESI ACT FEE	MMM YYYY	\$62.50						
												TOTAL SALES FOR MONTH	MMM YYYY	68	\$4,527.79	\$33.96	\$90.56	\$4,652.30	\$5,338.80	\$686.50
												ARMY ACT FEE	OCT - DEC							
												NAVY ACT FEE	OCT - DEC							
												DLA ACT FEE	OCT - DEC							
												SMARTBUY ACT FEE	OCT - DEC							
												AIR FORCE & OTHER ESI ACT FEE	OCT - DEC							
												TOTAL SALES FOR QUARTER	OCT - DEC							
												TOTAL SALES FOR FISCAL YEAR	2005							
												(OCT 2004 - SEPT 2005)								
												TOTAL SALES BPA TO DATE								

ATTACHMENT D

Fees and Payments

1. **GSA Industrial Funding Fee.** The unit prices include a markup to account for the GSA fee. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.

2. **Acquisition, Contracting, and Technical (ACT) Fee.** The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. Remittance of the ACT fee shall be made on a monthly basis (i.e. January, February, March, etc.) or as otherwise requested by the Software Product Manager (SPM) and is due thirty (30) days following approval of the report for the completed reporting period. ACT fees that have not been paid within the prescribed thirty (30) days, shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

Fee Distribution. *The Air Force, Army, DLA, Navy and GSA (for SmartBUY Federal government Civilian Agency orders) are participating in an ACT fee-sharing program. For orders within DoD, the 2% ACT fee is split equally between the DoD Component whose customer places the order and the Component that manages the contract. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. ACT fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Air Force, Army, DLA, Navy, DoD or Non-DoD as appropriate. In the case of SmartBUY orders (Federal Government Civilian Agencies) non-DoD orders and non DoD support contractor orders, excluding the Intelligence Community and non Coast Guard orders or support vendors to same, the 2% ACT fee is split equally between the Agency that manages the contract and GSA SmartBUY Program Management Office.*

2.1 ALL SALES:

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. In other words, any Air Force order against an ESI agreement managed by the Army results in a 1% portion of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Air Force will retain the entire 2% fee under orders issued for Air Force activities or those activities that do not collect a fee under the ESI agreements managed by the Air Force. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the FMO shall be calculated at 1% for Army sales, 1% for DLA sales, 1% for Navy sales and 2% for all other sales. (For SmartBUY agreements, GSA would receive a 1% ACT fee of non-DoD sales.)

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA FA01620-03-A-8003

ESI-SW Fee Sharing or GSA SmartBUY agreement as appropriate

***Checks must be accompanied by a transmittal letter (sample enclosed) that cites the applicable accounting data to ensure proper crediting of the payment.

Mail check and transmittal letter to:
DFAS-ATDT

Attn: Remittance

P.O. Box 173342

Denver, CO 80217-3342

FedEx, UPS or Other Alternate delivery:

DEFENSE FINANCE and
ACCOUNTING SERVICE

DFAS-DE/ATDT/DEDE

6760 East Irvington Place

Denver Colorado 80279

Mail, fax or email copy of check and
letter to:

HQ OSSG/KAU

Business Support Branch

501 East Moore Drive

MAFB-Gunter Annex, AL 36114-3014

Fax: (334) 416-7795

Email: ITServices.bpa@gunter.af.mil

3.2 ARMY SALES:

The amount of ACT Fee due the Program Executive Office (PEO) Enterprise Information Systems (EIS) shall be calculated at 1% of all Army sales.

Remit ACT Fee to PEO EIS by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA (*fill in applicable #*)

SCP Fee Reimbursement

***Checks must be accompanied by a transmittal letter (sample enclosed) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

Program Executive Office (PEO) Enterprise Information Systems (EIS)

Assistant Program Manager (APM), Army Small Computer Program

Attn: SFAE-PS-EI-SCP (Attn: Financial Support Group)

Fort Monmouth, NJ 07703-5605

Email a copy of the check and letter to: AMSEL-dsa-scp-CR@mail1.monmouth.army.mil

3.3 DLA SALES

The amount of ACT Fee due DLA shall be calculated at 1% of all DLA sales.

Remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of DLA fee checks.

Checks must include the following information to ensure proper crediting of the payment:
BPA (*fill in applicable #*)
DoD (*fill in name of agreement*) Enterprise Software Agreement
Quarterly ACT Fee

Send check to:
Defense Logistics Agency
DES Acquisition Staff Directorate
Attn: Connie House, DES-A
8725 John J. Kingman Road, Room 1145
Fort Belvoir, VA 22060-6220

Mail a copy of the check to:
Defense Logistics Agency
Attn: Susan Lizzi, J-654
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6221

Or send via email to:
Email: Susan.Lizzi@dla.mil

3.4 NAVY SALES:

The amount of ACT Fee due DFAS Pensacola shall be calculated at 1% of all Navy sales.

Remit ACT Fee to the Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment:
BPA F01620-03-A-8003
DoD Telos Enterprise Software Agreement
ACT Fee

If using overnight or express mail, send check to:
check to:
SPAWAR Systems Center Charleston
Attn: Elizabeth Vonasek
Norfolk Office
Code 846.2, Bldg. V53
9456 Fourth Avenue
Norfolk, VA 23511-2130

If using regular mail, send
SPAWARSYSCEN Charleston
Attn: Elizabeth Vonasek
Norfolk Office
Code 846.2, Bldg V53
P.O. Box 1376
Norfolk, VA 23501-1376

Email a copy of the FMO check to the SPM: Linda.Greenwade@navy.mil

3.5 GSA SALES

The amount of ACT Fee due GSA shall be calculated at 1% of all Civilian agency sales.

Remit ACT Fee by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA F01620-03-A-8003

ESI-SW Fee Sharing

***Checks must be accompanied by a transmittal letter (sample enclosed) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

GSA

Attn: Pat McLaughlin (3A-02)

10304 Eaton Place

Fairfax, VA 22030

Mail a copy of the check and transmittal letter to:

GSA

Attn: Pebble Randolph

SmartBUY Program Management Office

10304 Eaton Place

Fairfax, VA 22030

EXHIBIT E

FY06 Fee Transmittal Letters

[FOR AF]
(COMPANY NAME)

(Date)

MEMORANDUM FOR DEFENSE FINANCE and ACCOUNTING SERVICE
DFAS-DE/ATDT/DEDE
(Attn: Mr. Daniel Medina)
6760 East Irvington Place
Denver Colorado 80279

FROM: **(Company Name)**
(Street Address)
(City, State and Zip Code)

SUBJECT: Collection of Checks for ESI SW – FY06 (CPEA00) For **BPA**
Number _____

1. This transmittal letter is to be used in lieu of a cash collection voucher (DD Form 1131).
2. Line of accounting to collect this check into is as follows:
5763400 306 47AZ 4KABE0 04 592RR 72806F 16 667100
FSR:001002 PSR: 076202 DSR: 075608
MORD: F2XTKK5287M006
3. Direct questions to **(Company POC, Phone Number)**.

1 Atch: **Check #-----**

Note: Also provide a copy of the check and transmittal letter sent to DFAS, Denver to the following address:

HQ OSSG/KABS
Bldg 884
501 East Moore Drive
MAFB-Gunter Annex, AL 36114-3014

Mail, fax, or email is an acceptable means for forwarding copies to HQ OSSG/KABS. Fax number is:
(334) 416-7795

Email address is: ITServices.bpa@gunter.af.mil

Date:

MEMORANDUM FOR Army Small Computer Program
PEO Enterprise Information Systems
Assistant Project Manager, Army Small Computer Program
SFAE-PS-EI-SCP (Attn: Financial Support Group)
Fort Monmouth, NJ 07703-5605

From: (Company name):
(POC for this transaction):
(Street Address):
(City, State, and Zip Code):

SUBJECT: Collection of Checks for (name of company and BPA/contract Number)-
FY04-05, etc.

1. Collection of the check will include the following:
 - a. Please make check payable to United States Treasury
 - b. Mail original check to address below:

PEO Enterprise Information Systems
Assist Project Manager, Army Small Computer Program
SFAE-PS-EI-SCP (Attn: Financial Support Group)
Fort Monmouth, NJ 07703-5605

2. Direct questions to: Margie Kirsch
732.427.6613

3. Provide copies of this letter and check to:

AMSEL-dsa-scp-CR@mail1.monmouth.army.mil

Date:

MEMORANDUM FOR General Service Administration

SmartBUY Program Management Office

Attn: Pebble Randolph

10304 Eaton Place

Fairfax, VA 22030

From: (Company name):

(POC for this transaction):

(Street Address):

(City, State, and Zip Code):

**SUBJECT: Collection of Checks for (name of company and BPA/contract Number)-
FY04-05, etc.**

1. Collection of the check will include the following:

- a. Please make check payable to General Services Administration
- c. Mail original check to address below:

GSA

SmartBUY Program Management Office

Attn: Pat McLaughlin (3A-02)

10304 Eaton Place

Fairfax, VA 22030

2. Direct questions to: Pebble Randolph

703-306-7594