GENERAL SERVICES ADMINISTRATION

FEDERAL SUPPLY SERVICE

AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

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

SCHEDULE TITLE: Federal Supply Schedule MAS – Multiple Award Schedule

SIN 511210 Software Licenses
SIN 54151   Software Maintenance Services
SIN 54151S IT Professional Services
SIN 611420 Information Technology Training
SIN 54151ECOM Electronic Commerce and Subscription Services

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

WingSwept, LLC
800 Benson Rd
Garner, NC 27529
(919) 779.0954
(919) 882.8009 (FAX)
www.wingswept.com
Administration Source: govtsales@wingswept.com

Contract Number: GS-35F-0218X
Period Covered by Contract: 2/11/2021 through 2/10/2026

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # PS-063, date 2/27/2025

Business Size: Small

DUNS: 168166457

UEI: M3RYEADSETP7

<u>CUSTOMER INFORMATION:</u>

1a.   **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

<u>SIN</u>	<u>DESCRIPTION</u>
511210	Software Licenses
54151	Software Maintenance Services
611420	Information Technology Training
4151ECOM	Electronic Commerce and Subscription Services
54151S	IT Professional Services

1b. **DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICE FOR EACH SIN:**

   (Government hourly rate to include IFF) **see Page 8 pricing

2. **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

   a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:

   Special Item Number 511210 - Software Licenses
   Special Item Number 54151 - Software Maintenance Services
   Special Item Number 54151ECOM - Electronic Commerce and Subscription Services
   Specail Item Number 54151S – IT Professional Services

   b. The Maximum Order value for the following Special Item Numbers (SINs) is $25,000:

   Special Item Number 611420 - Information Technology Training

3. **MINIMUM ORDER:** The minimum dollar value of orders to be issued is $250.00.

4. **GEOGRAPHIC COVERAGE:** Domestic, 48 States, Alaska, Hawaii, Puerto Rico, Washington DC, and US Territories.

5. **POINT(S) OF PRODUCTION:** 800 Benson Rd
                                 Garner, NC 27529

6. **DISCOUNT FROM LIST PRICES:** Net GSA pricing is listed in attached Price List. Basic discounts have been deducted.

7. **QUANTITY DISCOUNT(S):** None

8. **PROMPT PAYMENT TERMS:** Prompt Payment: .5% - 10 days from receipt of invoice or date of acceptance, whichever is later.

9a. **Government Purchase Cards are accepted at or below the micro-purchase threshold.**

9b. **Government Purchase Cards are accepted above the micro-purchase threshold.**

10.　FOREIGN ITEMS: None.

11a. TIME OF DELIVERY:

SPECIAL ITEM NUMBER (SIN)	DELIVERY TIME (Days ARO)
SIN 511210	5 Days
SIN 54151	5 Days
SIN 611420	60 Days
SIN 54151ECOM	60 Days
SIN 54151S	60 Days

11b. EXPEDITED DELIVERY: Expedited delivery is not offered under the contract, but may be negotiated by the Ordering Activity on a per-order basis.

11c. OVERNIGHT AND 2-DAY DELIVERY: Overnight and 2-day delivery are not offered under the contract, but may be negotiated by the Ordering Activity on a per-order basis.

11d. URGENT REQUIRMENTS: Customer are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12.　FOB POINT:　DESTINATION.

13a. ORDERING ADDRESS:
WingSwept
800 Benson Rd
Garner, NC 27529
Telephone: (919) 600-5102
Fax: (919) 882-8009

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

14. PAYMENT ADDRESS:
WingSwept
800 Benson Rd
Garner, NC 27529
Telephone: (919) 600-5102
Fax: (919) 882-8009

15.　WARRANTY PROVISION: (see #2 & #3 under the below terms and condtions for SIN 511210 and 54151

16.　EXPORT PACKING CHARGES: Not applicable.

17.　TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:
Accepted below, at, and above the micro-purchase threshold.

18.　TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

19.   TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

20.   TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a.   TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21.   LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22.   LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23.   PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a.   SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

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

25.   DUNS NUMBER: **168166457**

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM OF AWARD MANAGEMENT (SAM) DATABASE: Active

1. **INSPECTION/ACCEPTANCE**

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

2. **GUARANTEE/WARRANTY**

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

   See Appendix A: CMTS License Agreement

   b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

3. **TECHNICAL SERVICES**

   The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (919) 600.5102 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9 am to 4 pm (Eastern Time) Monday – Friday.

4. **SOFTWARE MAINTENANCE**

   a. Software maintenance as it is defined: (select software maintenance type) :

   ___X_____   1. Software Maintenance as a Product (SIN 54151)

   Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

   Software maintenance as a product does <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

   Software Maintenance as a product is billed at the time of purchase.

5. **PERIODS OF MAINTENANCE (SIN 54151)**

    a.   The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

    b.   Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

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

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

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

6. **UTILIZATION LIMITATIONS - (SIN 511210, SIN 54151)**

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

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

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

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

        (3)   Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

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

software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

7.   DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

8.   RIGHT-TO-COPY PRICING

The ordering activity shall not be granted a right to copy license under this schedule.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 611420)

1. **SCOPE**

   a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

   b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity. The location of training shall be specified and agreed upon by the parties prior to the time of order.

2. **ORDER**

   Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. **TIME OF DELIVERY**

   The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. **CANCELLATION AND RESCHEDULING**

   a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

   b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course.

   c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

   d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. **FOLLOW-UP SUPPORT**

   The Contractor agrees to provide to support through its Annual Maintenance and support offerings available under this schedule.

6.   PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7.   INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8.   FORMAT AND CONTENT OF TRAINING

a.   The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b.   For hands-on training courses, there must be a one-to-one assignment of IT equipment to students which shall be provided by the Government for training held on-site at Government facilities.

c.   The Contractor shall provide each student with a Certificate of Training at the completion of each training course if requested by odering activity.

d.   The Contractor shall provide the following information for each training course offered:

(1)   The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

(2)   The length of the course;

(3)   Mandatory and desirable prerequisites for student enrollment;

(4)   The minimum and maximum number of students per class;

(5)   The locations where the course is offered;

(6)   Class schedules; and

(7)   Price (per student, per class (if applicable)).

e.   For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9.   "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

"No Free of Charge Training Offered"

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

1. **SCOPE**

   a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.

   b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

   c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. **ORDER**

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

   b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. **PERFORMANCE OF SERVICES**

   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

   c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

   d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

   (1)   Cancel the stop-work order; or

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

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

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

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

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

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

6.   **INSPECTION OF SERVICES**

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

7.   **RESPONSIBILITIES OF THE CONTRACTOR**

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

8.   **RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

9.   **INDEPENDENT CONTRACTOR**

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

10. **ORGANIZATIONAL CONFLICTS OF INTEREST**

a. Definitions.

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

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

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

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

11. **INVOICES**

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

12. **PAYMENTS**

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

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

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
    (1) The offeror;
    (2) Subcontractors; and/or
    (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. **RESUMES**

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

14.   **INCIDENTAL SUPPORT COSTS**

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

15.   **APPROVAL OF SUBCONTRACTS**

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

TERMS AND CONDITIONS APPLICABLE TO
ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 54151ECOM)

1. **SCOPE**

   The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. **ELECTRONIC COMMERCE CAPACITY AND COVERAGE**

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

3. **INFORMATION ASSURANCE**

   a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)

   b. **The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, *"Standards for Security Categorization of Federal Information and Information Systems"*) (FIPS 200, "*Minimum Security Requirements for Federal Information and Information Systems*") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).**

   c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. **DELIVERY SCHEDULE.**

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

5. **INTEROPERABILITY.**

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

6. **ORDER**

   a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for

tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES

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

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. RIGHTS IN DATA

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

10. ACCEPTANCE TESTING

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

11. WARRANTY

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

The warranty shall commence upon the later of the following:

a. Activation of the user's service

b. Installation/delivery of the equipment

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

12. MANAGEMENT AND OPERATIONS PRICING

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

13. TRAINING

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

Refer to Pricelist
_____

_____

_____

14. MONTHLY REPORTS

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

15. ELECTRONIC COMMERCE SERVICE PLAN

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

N/A
_____

_____

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

Refer to Pricelist
_____

_____

_____

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

Refer to Pricelist
_____

_____

_____

DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

LABOR CATEGORIES/DESCRIPTIONS

1. Principal Consultant (System Analyst-Sr Consultant)

Minimum/General Experience: Must have proven technical leadership on IT systems development though system design, testing, delivery and support phases. At least 7 Years experience in same.

Functional Responsibility: Senior technical advisor /project manager; Involved in all IT task orders issued against the contract in an oversight and advisory roll; Responsible for overall program management, architectural design, analysis, scheduling, and delivery of solutions to meet the client's expectations.

Minimum Education: Bachelor's Degree in Computer Science, Engineering, Business, or Information Technology (or equivalent industry experience)

2. Senior Consultant (Junior-System Analyst-Associate)

Minimum/General Experience: Must have proven project management leadership and technical subject matter expertise. At least 4 Years Experience in same.

Functional Responsibility: Senior project manager or an IT professional who acts as a project team, Subject Matter Expert. Directly manages the technical requirements and tools necessary to implement, develop, upgrade, and support assigned systems projects.

Minimum Education: Bachelor's Degree in Computer Science, Engineering, Business or Information Technology (or equivalent industry experience)

3. Staff Consultant (Systems Operator-Technician)

Minimum/General Experience: Must have a high level aptitude for learning and has a demonstrated ability to solve problems at the technology-trade, entry level.

Functional Responsibility: Provides day-to-day application programming/analysis, network analysis, and IT Analysis in systems engineering; Work ranges from simple, to medium complexity projects; Affects the daily reliability and utilization of assigned systems and applications.

Minimum Education: High School Diploma and some level of secondary education

**Due to the availability or limitation of education, occasionally substitution of experience as referenced below for a professional labor type with additional years of experience will be provided to the Federal Agency when responding to their IT requirements and it is solely the acquiring agency's determination, if the substitution is considered acceptable prior to an award. **

Professional Services Labor Rates - WingSwept Site

GSA LABOR CATEGORY	2/11/2020-2/10/2021	2/11/2021-2/10/2022	2/11/2022-2/10/2023	2/11/2023-2/10/2024	2/11/2024-2/10/2025	2/11/2025-2-10-2026
Principle Consultant (System Analyst-Sr Consultant)	$186.84	$188.71	$190.59	$192.50	$194.42	$196.37
Senior Consultant (Junior System Analyst-Associate)	$159.40	$161.00	$162.61	$164.23	$165.88	$167.53
Staff Consultant (Systems Operator – Technician)	$140.13	$141.53	$142.94	$144.37	$145.82	$147.28

Offering	Description	GSA Price
Case Management & Tracking System SaaS license (1-5 Users)	This represents the SaaS License for use of the CMTS system. Said license would require execution of a License Agreement. This license fee covers software updates and maintenance as well as phone/email support of the product. AWS Cloud hosting environment for CMTS application managed by WingSwept, 100 GB of Storage. On-Premise installation will also be supported. (annual)	**$24,057.93**
Case Management & Tracking System SaaS license (6-15 Users)	This represents the SaaS License for use of the CMTS system. Said license would require execution of a License Agreement. This license fee covers software updates and maintenance as well as phone/email support of the product. AWS Cloud hosting environment for CMTS application managed by WingSwept, 100 GB of Storage. On-Premise installation will also be supported. (annual)	**$30,072.42**
Case Management & Tracking System SaaS license (16-30 Users)	This represents the SaaS License for use of the CMTS system. Said license would require execution of a License Agreement. This license fee covers software updates and maintenance as well as phone/email support of the product. AWS Cloud hosting environment for CMTS application managed by WingSwept, 100 GB of Storage. On-Premise installation will also be supported. (annual)	**$41,036.35**
Case Management & Tracking System SaaS license (31-50 Users)	This represents the SaaS License for use of the CMTS system. Said license would require execution of a License Agreement. This license fee covers software updates and maintenance as well as phone/email support of the product. AWS Cloud hosting environment for CMTS application managed by WingSwept, 200 GB of Storage. On-Premise installation will also be supported. (annual)	**$50,120.71**
Case Management & Tracking System SaaS license (51-75 Users)	This represents the SaaS License for use of the CMTS system. Said license would require execution of a License Agreement. This license fee covers software updates and maintenance as well as phone/email support of the product. AWS Cloud hosting environment for CMTS application managed by WingSwept, 300 GB of Storage. On-Premise installation will also be supported. (annual)	**$67,036.50**

Case Management & Tracking System SaaS license (76-100 Users)	This represents the SaaS License for use of the CMTS system. Said license would require execution of a License Agreement. This license fee covers software updates and maintenance as well as phone/email support of the product. AWS Cloud hosting environment for CMTS application managed by WingSwept, 450 GB of Storage. On-Premise installation will also be supported. By submitting a signed Purchase Order to WingSwept, Agency agrees to be bound by the Terms and Conditions as expressed in this Quote, the CMTS License Agreement and all Service Level Agreements, as indicated below, incorporated herein by reference and submitted to Agency along with this Quote.	**$77,373.86**
Case Management & Tracking System SaaS license (101-125 Users)	This represents the SaaS License for use of the CMTS system. Said license would require execution of a License Agreement. This license fee covers software updates and maintenance as well as phone/email support of the product. AWS Cloud hosting environment for CMTS application managed by WingSwept, 450 GB of Storage. On-Premise installation will also be supported. By submitting a signed Purchase Order to WingSwept, Agency agrees to be bound by the Terms and Conditions as expressed in this Quote, the CMTS License Agreement and all Service Level Agreements, as indicated below, incorporated herein by reference and submitted to Agency along with this Quote.	**$85,831.77**
Case Management & Tracking System SaaS license (126-150 Users)	This represents the SaaS License for use of the CMTS system. Said license would require execution of a License Agreement. This license fee covers software updates and maintenance as well as phone/email support of the product. AWS Cloud hosting environment for CMTS application managed by WingSwept, 450 GB of Storage. On-Premise installation will also be supported. By submitting a signed Purchase Order to WingSwept, Agency agrees to be bound by the Terms and Conditions as expressed in this Quote, the CMTS License Agreement and all Service Level Agreements, as indicated below, incorporated herein by reference and submitted to Agency along with this Quote.	**$99,197.29**
CMTS SaaS Onboarding and Training (15 Users)	Up to 25 hours; Quick deployment, installation and configuration of CMTS COTS Products. The bundle includes, but is not limited to, project management services, system setup, system engineering and security configuration. Half Day Training Session (Up to 4 hours) @ WingSwept facility, remote or at client site. Does not include travel, if at client site.	**$10,386.28**

CMTS SaaS Onboarding and Training (30 Users)	Up to 30 hours; Quick deployment, installation and configuration of COTS Products. The bundle includes, but is not limited to, project management services, system setup, system engineering and security configuration. One Day Training Session (up to 8 hours) @ WingSwept facility, remote or at client site. Does not include travel, if at client site.	**$15,579.41**
CMTS SaaS Onboarding and Training (50 Users)	Up to 30 hours; Quick deployment, installation and configuration of CMTS COTS Products. The bundle includes, but is not limited to, project management services, system setup, system engineering and security configuration. Two Training Sessions (Up to 8 hours each) @ WingSwept facility, remote or at client site. Does not include travel, if at client site.	**$20,772.54**
CMTS SaaS Onboarding and Training (75 Users)	Up to 60 hours; Quick deployment, installation and configuration of CMTS COTS Products. The bundle includes, but is not limited to, project management services, system setup, system engineering and security configuration. Three Training Sessions (Up to 8 hours each) @ WingSwept facility, remote or at client site. Does not include travel, if at client site.	**$31,158.82**
CMTS SaaS Onboarding and Training (100 Users)	Up to 75 hours; Quick deployment, installation and configuration of CMTS COTS Products. The bundle includes, but is not limited to, project management services, system setup, system engineering and security configuration. Four Training Sessions (Up to 8 hours each) @ WingSwept facility, remote or at client site. Does not include travel, if at client site	**$41,545.08**
CMTS SaaS Onboarding and Training (125 Users)	Up to 350 hours; Quick deployment, installation, customization and configuration of CMTS COTS Products. The bundle includes, but is not limited to, project management services, system setup, system engineering and security configuration.	**$54,527.93**
CMTS SaaS Onboarding and Training (150 Users)	Up to 450 hours; Quick deployment, installation, customization and configuration of CMTS COTS Products. The bundle includes, but is not limited to, project management services, system setup, system engineering and security configuration.	**$70,107.34**
CMTS Online Intake Service Set Up	Provides for our assistance in setting up the form for the CMTS Online Intake Service.	**$3,115.94**

CMTS
Affordable Investigative Efficiency

Training Support

Provides for hands on training for identified users of CMTS. We will ensure the users' thorough understanding of software functionality and applicable resources that support the system. Training can be done either by remote web-conferencing or by a single day, on-site event at your location.

Remote Web-Conf (2 X 4 hr Sessions)……………………………………..…….……**$2,358.01**

On-site.……………………………………………………………...……...…………………………**$4,737.85***

*Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders place under the contract. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and perdiem charged.

Annual Maintenance Support Agreement

Allows for system upgrades under future releases at a set fee, and on-going CMTS support beyond the initial installation and Go-Live date using an incident-call concept. If there are enough incident requests remaining, it is possible to trade in X number of incidents towards user requested product enhancements that may not be in our current roadmap.

Offerings	Product IDs	GSA
Annual Maintenance - 10 Incidents (1-15 users)	**CMTS 10AMS-15**	**$6,987.24**
Annual Maintenance - 10 Incidents (16-30 users)	**CMTS 10 AMS-30**	**$10,585.81**
Annual Maintenance - 10 Incidents (31-50 users)	**CMTS 10 AMS-50**	**$13,306.08**
Annual Maintenance - 20 Incidents (1-15 users)	**CMTS 20 AMS-15**	**$9,765.35**
Annual Maintenance - 20 Incidents (16-30 users)	**CMTS 20 AMS-30**	**$12,613.37**
Annual Maintenance - 20 Incidents (31-50 users)	**CMTS 20 AMS-50**	**$15,838.71**
Annual Maintenance - 20 Incidents 51-75 users)	**CMTS 20 AMS-75**	**$19,774.38**
Annual Maintenance - 30 Incidents (1-15 users)	**CMTS 30 AMS-15**	**$11,654.83**
Annual Maintenance - 30 Incidents (16-30 users)	**CMTS 30 AMS-30**	**$15,135.66**
Annual Maintenance - 30 Incidents (31-50 users)	**CMTS 30 AMS-50**	**$18,990.41**
Annual Maintenance - 30 Incidents (51-75 users)	**CMTS 30 AMS-75**	**$23,542.64**
Annual Maintenance - 30 Incidents (76-100 users)	**CMTS 30 AMS-100**	**$27,596.62**

Technical Specifications

Designed to be easily integrated
into your system's architecture

As an information technology company, we understand the importance of seamless integration and top of the line data security. Our hope is by outlining the technical requirements of the most recent version of our Case Management & Tracking System (CMTS), you will appreciate its state-of-the-art technology and flexibility of design.

Please let us know if your current technology is not configured as listed below or if your IT department has further inquiries. We will be glad to provide valuable insight to ensure that everything is properly integrated. Take a look at our Cloud Hosting option as well, and let us know if it interests you.

CMTS Technical Requirements:

- The CMTS application will be running on Tomcat and developed in Java
- Java and Tomcat will be installed on the server
- Window Server: Windows Server 2019, 2022
- Supported MS SQL versions: MS SQL 2019, 2022
- Current browser versions: Edge, Chrome
- The system will require access to an email server

Basic Hardware Recommendations:

- Windows Server 2019 or 2022. Dual core or better processor with 8GB RAM or better.
- Minimum of 2 GB for CMTS install. Although we typically recommend 100GB for storage, recommendations will depend on your expected growth and use of the system.

Cloud Hosting:

WingSwept's cloud hosting may be a smart alternative for your organization.
It is ideal for those who:
- Prefer a standalone network for their case management system
- Have issues meeting or obtaining technical specifications
- Have no internal IT staff available
- Prefer the IT staff has no access to their case management system

Appendix A: CMTS License Agreement

THIS SaaS LICENSE AGREEMENT ("Agreement") is entered into by and between WingSwept, LLC, a North Carolina limited liability company ("WingSwept") and _____ ("Agency"), effective upon WingSwept's receipt of an approved and signed Purchase Order submitted by Agency. WingSwept and the Agency are sometimes referred to hereinafter as a "Party" or collectively as the "Parties." Agency as the organization purchasing and utilizing the Licensed Software described herein shall be referred to herein as the "Licensee."

RECITALS

WHEREAS, WingSwept has developed certain computer software and is willing to grant Licensee access and use via a hosted network and/or a limited license to such software at Licensee's site or controlled by Licensee in the cloud in on the terms and conditions herein; and

WHEREAS, Licensee has submitted a purchase order to WingSwept for access and use and/or limited license of such software to use for the Licensee's benefit.

NOW, THEREFORE, in exchange for and in consideration of the mutual promises, premises, and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WingSwept and Licensee hereby agree as follows:

TERMS AND CONDITIONS

1. **DEFINITIONS.**

    1.1   AFFILIATE. Any legal entity that controls a party, is controlled by a party, or under common control with that party. For the purposes of this definition, and as otherwise provided in this Agreement with respect to a party, "control" means the direct or indirect ownership of fifty percent (50%) or more of the shares or interests that are entitled to vote for the directors of an entity or the equivalent, for as long as that entitlement shall subsist, or which exerts equivalent power over management of an entity.

    1.2   DOCUMENTATION. For the purposes of this definition, and as otherwise provided for in this Agreement, "Documentation" means any and all manuals, instructions, and other end user materials that WingSwept provides to Licensee (i) describing the Licensed Software, its functionality, components, technical specifications, capabilities, requirements, or limitations; and, where applicable, instructions on installation, configuration, integration, operation, use, support, or maintenance.

Customer's internal use only in the Territory; and (b) use the documentation provided by WingSwept to

1.3   INCIDENT. A single support issue that focuses on one area of the Licensed Software. One Incident may involve several interactions between WingSwept and the Licensee.

1.4   INTELLECTUAL PROPERTY RIGHTS. Collectively, worldwide patents, trade secrets, copyrights, trademarks, service marks, trade names, or moral rights, and all other intellectual property rights and proprietary rights, whether arising under the laws of the United States or any other state, country or jurisdiction, including all rights or causes of action for infringement or misappropriation of any of the foregoing.

1.5   LICENSED SOFTWARE. WingSwept's proprietary software known as "Case Management & Tracking System" ("CMTS") and all enhancements, modifications, and updates thereto (subject to Section 2.4).

1.6   TERRITORY. The [World].

2. GRANT.

2.1   ACCESS AND USE.   Subject to the terms and conditions of this Agreement, WingSwept grants Licensee, and Licensee accepts, a limited, personal, nonexclusive, nontransferable, non-assignable, annual (subject to Section 6.1) right to: (a) use the Licensed Software for Licensee's internal use only in the Territory; and (b) use of the Documentation provided by WingSwept to Licensee under Section 2.5 (if any) in connection with the grant set forth in Section 2.1(a).

2.2   LICENSE GRANT.   Subject to the terms and conditions of this Agreement, WingSwept grants Licensee, and Licensee accepts, a limited, personal, nonexclusive, nontransferable, non-assignable, annual (subject to Section 6.1) license to: (a) use the Licensed Software, in object code format, installed and stored on one or more local servers at Customer's site or under Customer's control in the cloud, for Licensee's internal use only in the Territory; and (b) use of the Documentation provided by WingSwept to Licensee under Section 2.5 (if any) in connection with the license grant set forth in Section 2.2(a).

2.3   COPIES. The license granted above includes the right to make a commercially reasonable number of copies of the Licensed Software only as is necessary for archival purposes if Licensee is hosting the system on-premises or through a 3rd party other than WingSwept.

2.4   RESTRICTIONS. Except as expressly set forth in this Agreement, Licensee acknowledges and agrees that: (i) it shall have no right to use, reproduce, distribute, sublicense, modify, or otherwise provide to third parties, the Licensed Software, in whole or in part; (ii) it shall have no other rights in and to the Licensed Software other than those expressly licensed to Licensee under this Agreement;. (iii) it shall not directly or indirectly disassemble, decrypt, electronically scan, decompile, or otherwise reverse engineer in any manner or attempt to reverse engineer or, with respect to components of the Licensed Software not provided in source code format, derive source code from, all or any portion of the Licensed Software, or permit, assist or encourage any third party to do so; (iv) use the Licensed Software to knowingly (a) infringe on the intellectual property rights of any third-party or any rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including but not limited

to the laws and regulations governing export/import control, unfair competition, anti-discrimination and/or false advertising); (c) vault defamatory, trade libelous, unlawfully threatening, or unlawfully harassing data; (d) vault obscene, pornographic or indecent data in violation of applicable law; or (e) propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (v) use the Licensed Software in any application that may involve risks of death, bodily injury, property damage or environmental damage, or in any life support applications, devices or systems; (vi) use the number per type of licenses in excess of the number specified in the applicable Schedule; (vii) gain or attempt to gain unpermitted access by any means to any WingSwept computer system, network, or database, and/or (viii) file copyright or patent applications that include the Licensed Software or any portion thereof.

2.5   DOCUMENTATION. During the Term, WingSwept agrees to provide Licensee with a set of existing documentation for the Licensed Software.

2.6   GOVERNMENTAL LICENSES.   The Licensed Software and Documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government users (a) only as Commercial Items and (b) with only those rights as are granted pursuant to the terms and conditions herein.

2.7   RESERVED RIGHTS. WingSwept and its Suppliers reserve all rights not expressly granted to Licensee in this Agreement.

3.   SUPPORT SERVICES.

3.1   INCIDENT SUPPORT. Each notification of an issue to WingSwept will be counted as an incident. For purposes of this Agreement, "Incidents" means an event that the Licensee identifies to WingSwept which prevents the Licensed Software from functioning substantially as designed. The Licensee may notify WingSwept through the following methods: (a) submit a ticket, or (b) call CMTS support at (919) 600-5102. WingSwept shall use commercially reasonable efforts to resolve any Incidents in accordance with the table in *Appendix A*.

3.2   SUPPORT METHODS. WingSwept will provide varying levels of support   depending on the incident criticality. These methods may include, but are not limited to, email responses, phone support, or web meetings.

3.3   SOFTWARE UPDATES. WingSwept may release updates for the Licensed Software from time to time ("Updates"). The Licensee shall have access to such Updates as they become commercially available. Such Updates will be made available through the software interface provided that the Licensee has the appropriate license information entered associated with its License. The license information will be provided at the commencement of the Initial Term and thereafter at the commencement of each Renewal Term. Additionally, some requests for incident support may result in Updates which, if incorporated into the Licensed Software, will be released to all users. Typically, new features will be released in a manner that each Licensee may choose to turn them on or off as deemed necessary. Customarily, these major updates will generally be available twice per year;

however, this agreement does not guarantee a set release schedule.

3.4   BUSINESS DAY.   WingSwept defines business day as Monday through Friday, 8:00 am – 5:00 pm EST, except U.S. Federal Holidays and WingSwept Standard Holidays as defined each year.

3.5   COMPANY RESPONSIBILITY. The Licensee will select two (2) users, to be WingSwept's contact personnel. These personnel will be the contact person at the Licensee for CMTS issues and will coordinate with WingSwept support in reaching a resolution. For issues that include security changes to the system, WingSwept employees will call back the number on file to ensure proper contact authority. The Licensee accepts the sufficiency of such method for verifying the identity and authority of the person making the request. For support that requires CMTS support personnel access to the server, the Licensee is responsible for providing connectivity to the server. The typical method for connectivity is through a web meeting (e.g. Zoom).

3.7   SUPPORT RESOLUTION.   Support concludes upon the occurrence of any of the following: (i) Licensee question has been addressed satisfactorily; (ii) provision of a reasonable workaround have been determined; or (iii) determination that the product is working as designed and that the Licensee's request is a request for an Enhancement. WingSwept shall consider Enhancement requests at its sole discretion for a future release of the software.

4.   TERMS

4.1   TERM. This Agreement is valid for twelve (12) months (the "Initial Term"). The Initial Term begins on the day WingSwept receives the purchase order or signed agreement and will end at the conclusion of 365 days. The Licensee will be notified on or around seventy-five (75) days in advance of the SaaS License Agreement expiration to make arrangements for follow-on licensing and support (each, a "Renewal Term" and with the Initial Term, the "Term").

5.   INTELLECTUAL PROPERTY RIGHTS.

5.1   INTELLECTUAL PROPERTY. As between the parties, WingSwept or its Suppliers own all right, title, and interest in and to the Licensed Software and any and all Intellectual Property Rights in and to the Licensed Software including, without limitation, all Documentation. All rights to access and use and/or license the Licensed Software and Documentation as granted to Licensee are as expressly provided in this Agreement and nothing herein shall constitute a transfer of ownership of WingSwept's Intellectual Property Rights to Licensee or to any third party. Licensee agrees to inform WingSwept promptly of any infringement or other improper action with respect to the Intellectual Property that comes to Licensee's attention. Licensee recognizes and acknowledges the exclusive right of WingSwept and/or its Suppliers in and to all patents, trademarks, service marks, trade names, copyrights, and other intellectual property and proprietary rights in and to Intellectual Property and that such Intellectual Property is the sole and exclusive property of WingSwept and/or its Suppliers. Licensee waives its right to contest the validity and/or ownership of such Intellectual Property.

5.2   OWNERSHIP OF LICENSEE DATA; USE OF LICENSEE DATA. All rights, title, and interest in Licensee data will remain with Licensee. This Agreement does not provide WingSwept with title or ownership of the Licensee data, but does extend a right to use such data in order to perform any obligations under this Agreement.

5.3   DATA DISCLAIMER. LICENSEE EXPRESSLY RECOGNIZES THAT WINGSWEPT DOES NOT CREATE, OPERATE, CONTROL OR ENDORSE ANY DATA, INFORMATION, OR THIRD-PARTY PRODUCTS PROCESSED BY OR USED IN CONJUNCTION WITH THE SOFTWARE OR SERVICES PROVIDED HEREUNDER. WINGSWEPT MAY COLLECT STATISTICAL AND USER EXPERIENCE DATA REGARDING SYSTEM USAGE FROM THE LICENSED SOFTWARE, WHICH SHALL NOT INCLUDE COPIES OF LICENSEE DATA OR ANY INFORMATION DERIVED FROM LICENSEE DATA. SUCH INFORMATION WILL BE HELD CONFIDENTIAL AND USED FOR THE PURPOSES OF IMPROVING THE LICENSED SOFTWARE FOR THE BENEFIT OF THE LICENSEE AND OTHER LICENSEES.

6.   REPRESENTATIONS; WARRANTIES; LIMITATION OF LIABILITY.

6.1   BY WINGSWEPT. WingSwept represents and warrants that: (a) it is duly authorized, validly existing and in good standing under the laws of the jurisdiction in which it has been organized; (b) it has full right, power, and authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights granted to Licensee under this Agreement; and (c) this Agreement has been executed by a duly authorized representative of WingSwept.

6.2   BY LICENSEE. Licensee represents and warrants that: (a) Licensee is duly authorized, validly existing and in good standing under the laws of the jurisdiction in which it has been organized; (b) Licensee has full right, power, and authority to enter into this Agreement, to carry out its obligations under this Agreement; and (c) this Agreement has been executed by a duly authorized representative of Licensee.

7.   LIMITATION OF LIABILITY.

7.1   LIMITATION OF LIABILITY. WINGSWEPT (INCLUDING ANYONE FOR WHOM WINGSWEPT IS LEGALLY LIABLE) SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT LICENSEE SUFFERS OR CLAIMS TO HAVE SUFFERED (INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE TO LICENSEE DATA) UNLESS SUCH LOSS OR DAMAGE IS CAUSED BY WINGSWEPT'S NEGLIGENCE. THE PARTIES AGREE THAT WINGSWEPT ASSUMES NO LIABILITY WHATSOEVER FOR THE LICENSEE DATA THAT IS MODIFIED OR DELETED BY LICENSEE (WHERE THE SERVICES DESCRIBED IN THE APPLICABLE SCHEDULE ALLOWS FOR SUCH FUNCTIONALITY).

WINGSWEPT'S MAXIMUM LIABILITY FOR ANY AND ALL LOSS AND/OR DAMAGE (IN CONTRACT, TORT, OR OTHERWISE) FOR ANY REASON ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF ALL FEES PAID TO WINGSWEPT FOR THE SERVICE WITHIN THE PRIOR SIX (6) MONTHS FROM WHICH SUCH CLAIM ARISES. IF THE LICENSEE DATA TRANSMITTED IS INSURED BY LICENSEE, THE LICENSEE SHALL CAUSE ITS INSURERS

OF SUCH LICENSEE DATA TO WAIVE ANY RIGHT OF SUBROGATION AGAINST WINGSWEPT.

7.2   EXCLUSION OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE AND/OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR DAMAGES. THE FOREGOING SHALL NOT APPLY TO LICENSEE'S BREACH OF SECTION 2. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S GROSS NEGLIGENCE; OR FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY THE FEDERAL LAW OF THE UNITED STATES. THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

7.3   ESSENTIAL PURPOSE. THE LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN SHALL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BOTH PARTIES HEREUNDER SPECIFICALLY ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE REFLECTED IN THE PRICING.

8.   CONFIDENTIALITY.

8.1   CONFIDENTIAL INFORMATION.   For purposes of this Agreement, "Confidential Information" shall include confidential or proprietary information of a party, in any medium or form, that is not generally known to the public, including, without limitation, (a) documents and materials developed, owned, licensed, or under the control of a party, including all trade secrets, ideas, creations, improvements, technology, applications, and designs; (b)reserved; and (c) information regarding a party's finances, marketing plans and business methods, including, without limitation, proposed products, product plans, product features, research, specifications, sales information, promotional plans discussed or disclosed in the course of performance of this Agreement.

8.2   LIMITATIONS ON DISCLOSURE AND USE. Each party agrees to take all measures necessary, and in no event less than reasonable care, to maintain the Confidential Information of the other party as strictly confidential during the term of this Agreement and (a) with respect to Confidential Information other than trade secrets, for three (3) years thereafter and (b) with respect to trade secrets, for as long as that information shall retain the status of a trade secret under applicable law, and in no event less than three (3) years after the end of the term. Each party shall not disclose to third parties nor use the Confidential Information of the other party for any purpose other than in proper fulfillment of the purpose of this Agreement. Affiliates of Licensee shall not be deemed to be third parties for purposes of this Section 8.

8.3   EXCEPTIONS. Confidential Information shall not include information that: (a) shall have been in the public domain at the time of disclosure or shall later have become part of the public domain without breach of the confidentiality obligations under this Agreement; (b) shall rightfully be received by the receiving party from a third-party that shall have been in lawful possession of the Confidential Information and without breach of the confidentiality obligations under this Agreement or any other agreement; (c) shall have been in the possession of the receiving party prior to disclosure under this Agreement, as demonstrated by written records of the receiving party; or (d) shall at any time be independently developed by personnel of the receiving party having no access to the Confidential Information as demonstrated by written records of the receiving party. Confidential Information may be disclosed (i) to accountants, banks, financing sources, lawyers, parent companies and related parties under substantially equivalent confidentiality obligations; and (ii) to the extent the receiving party is required by law, a valid subpoena or court order or a governmental Agency of competent jurisdiction to disclose that Confidential Information. WingSwept recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

9.   MISCELLANEOUS.

9.1   NOTICES. All notices under this Agreement shall be in writing and shall be given by personal delivery, registered or certified mail, facsimile or overnight messenger service which regularly tracks its packages, at the address set forth below and shall be deemed effective upon actual receipt, provided that the sender retains some confirmation of receipt.

If to WingSwept:

> **WingSwept, LLC**
> **800 Benson Road**
> **Garner, NC 27529**
> **Attn: Jay Strickland**

If to Licensee:

> **Address provided on purchase order or contract**

9.2   NO AGENCY, PARTNERSHIP, OR JOINT VENTURE. The relationship between Licensee and WingSwept shall be as independent contractors. Nothing contained in this Agreement shall be deemed to create any association, partnership, employment, joint venture or agency relationship between the parties. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

9.3   ASSIGNMENT. Licensee may not assign this Agreement or any portion thereof, to any third party unless WingSwept expressly consents to such assignment in writing. WingSwept will have the right to assign this Agreement and/or any portion thereof in accordance with the procedures set forth at FAR 42.1204. This Agreement will inure to the benefit of and be binding upon the parties, their successors, administrators, heirs, and permitted assigns.

9.4   WAIVERS AND REMEDIES. No waiver of any right, remedy, default or breach of this Agreement by either party shall be deemed a waiver of any other right, remedy, default or breach. Unless expressly set forth to the contrary, either party's election of any remedies provided for in this Agreement shall not be exclusive of any other remedies, and all such remedies shall be deemed to be cumulative.

9.5   SEVERABILITY. If at any time, any provision of this Agreement is or becomes illegal, invalid, or unenforceable, in any respect under the law of any jurisdiction in the Territory, the legality, validity, or enforceability of the remaining provisions shall in no way be affected or impaired.

9.6   SURVIVAL. Except as otherwise provided in this Agreement, the terms, provisions, covenants, representations, warranties and indemnities contained in this Agreement which by their nature, sense and context survive or are expressly intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied or by their nature expire, including, without limitation, Sections 1, and 3 through 9 (inclusive).

9.7   COUNTERPARTS. This Agreement may be executed in counterparts and by facsimile, and each counterpart shall constitute a valid, binding agreement upon full execution. This Agreement may also be deemed to be executed if included by reference in a government purchase order or contract signed by a properly authorized government official.

9.8   COMPLIANCE WITH LAWS. In connection with its obligations hereunder, each party agrees to comply with all laws, rules, regulations, orders, decrees, judgments and other governmental acts of the United States of America, and of the Territory in which the Licensed Software may be licensed, and their political subdivisions, agencies and instrumentalities, that may be applicable to a party, its activities hereunder, or to the Licensed Software.

9.9   ENTIRE AGREEMENT. This Agreement and the attached exhibits form the entire agreement between the parties relating to the subject matter of this Agreement and supersede all prior communications, written or oral, between the parties. In the event of any inconsistencies between the terms and conditions contained in the attached exhibits and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control. All amendments and modifications of this Agreement shall be made by written document signed by both parties.

9.10   CHOICE OF LAW. This Agreement and all resulting claims and/or counterclaims shall be governed, construed, enforced and performed in accordance with the Federal laws of the United States.

Appendix A – Support Response Timelines

Operations Impact Type	Mission-Essential Work Stopped	Mission-Essential Work Impaired	Mission-Non-Essential Work Stopped	Mission Non-Essential Work Impaired	Other Mission - Relevant Support Request
Response Acknowledgement Window	60 Minutes	120 Minutes	240 Minutes	1 Day	1 Day