

**General Services Administration  
Federal Supply Service  
Authorized Federal Supply Schedule Price List**

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

**Multiple Award Schedule**

**FSC Group: Information Technology  
FSC Class: 7A21, DA01**

**Contract Number: GS-35F-083AA**

*For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov*

**Contract Period: November 27, 2012 to November 26, 2022**



**DCS Consulting, Inc. dba cBEYONData  
9048 John Sutherland Lane  
Lorton, VA 22079  
Telephone: 703-966-5831  
Fax: 703-690-5730  
[www.cbeyondata.com](http://www.cbeyondata.com)**

**Contract Administrator: David Schmidtknecht  
Telephone: 703-966-5831 / Fax: (800) 498-3168  
[davids@cbeyondata.com](mailto:davids@cbeyondata.com)**

**Business Size/Status: Small Business**

**Prices shown herein are NET (discount deducted).**

**Pricelist current through modification #PS-0005 dated December 29, 2020**



**TABLE OF CONTENTS**

CUSTOMER INFORMATION ..... 1  
SIN 511210 (SOFTWARE LICENSES) AND SIN 54151 (SOFTWARE MAINTENANCE SERVICES)  
TERMS AND CONDITIONS ..... 3  
SINS 511210 & 54151 DESCRIPTION & PRICING..... 6  
SIN 54151S LABOR CATEGORY DESCRIPTIONS ..... 10  
SIN 54151S HOURLY RATES..... 14  
CBEYONDATA MASTER LICENSE AND SERVICES AGREEMENT ..... 15  
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT  
PROGRAMS..... 24  
BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE..... 25  
(CUSTOMER NAME) BLANKET PURCHASE AGREEMENT ..... 26  
BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS” ..... 28

## CUSTOMER INFORMATION

1a. Table of Awarded Special Item Numbers (SINs):

SIN	SIN Description	Description Page	Price Page
511210/RC/STLOC	Software Licenses	6-9	6-9
54151/RC/STLOC	Software Maintenance Services	6-9	6-9
54151S/RC/STLOC	IT Professional Services	10-13	14
OLM/RC/STLOC	Order-Level Materials (OLMs)	Defined at Order Level	Defined at Order Level

1b. Lowest Priced Model Number and Lowest Price: See pages 6-9

1c. Labor Category Descriptions: Please refer to pages 10-13

2. Maximum Order: 511210/RC/STLOC: \$500,000  
 54151/RC/STLOC: \$500,000  
 54151S/RC/STLOC: \$500,000  
 OLM/RC/STLOC: \$250,000

3. Minimum Order: \$100

4. Geographic Coverage: Domestic Only

5. Point (s) of Production: Not Applicable

6. Discount from List Price: All Prices Herein are Net

7. Quantity Discounts: Not Applicable

8. Prompt Payment Terms: 1% - 20 days from receipt of invoice or date of acceptance, whichever is later. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions

9. Foreign Items: None

10a. Time of Delivery: 30 Days

10b. Expedited Delivery: Contact Contractor

10c. Overnight and 2-Day Delivery: Contact Contractor

10d. Urgent Requirement: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

11. F.O.B. Point(s): Destination

12a. Ordering Address: DCS Consulting, Inc. dba cBEYONData  
9435 Lorton Market Street #720  
Lorton, Virginia 22079

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment Address: DCS Consulting, Inc. dba cBEYONData  
9435 Lorton Market Street #720  
Lorton, Virginia 22079
14. Warranty Provision: See Master License and Services Agreement
15. Export Packing Charges: Not Applicable
16. Terms and conditions of rental, maintenance, and repair: Not Applicable
17. Terms and conditions of installation (if applicable): Not Applicable
- 18a. Terms and conditions of repair parts indicating date of parts, price lists and any discounts from list prices: Not Applicable
- 18b. Terms and conditions for any other services (if applicable): Not Applicable
19. List of service and distribution points (if applicable): Not Applicable
20. List of participating dealers (if applicable): Not Applicable
21. Preventative maintenance (if applicable) Not Applicable
- 22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants.): Not Applicable
- 22b. 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/](http://www.Section508.gov/)
23. Data Universal Number System (DUNS) Number: 966134368
24. DCS Consulting, Inc. dba cBEYONData *is* registered in the System for Award Management (SAM).

**SIN 511210 (SOFTWARE LICENSES) AND SIN 54151 (SOFTWARE MAINTENANCE SERVICES)  
TERMS AND CONDITIONS**

1.) Specific Instructions for SIN 511210 - Software Licenses

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

b.) The words "term software" or "perpetual software" shall be the first word in the product title/name for: 1) the price proposal template and 2) the SIP file for GSA Advantage. The word "term software" or "perpetual software" shall be the first word in the product title/name for the GSA Pricelist pricing charts (I-FSS-600 CONTRACT PRICE LISTS (OCT 2020)). The words "term software" or "perpetual software" shall be in each product title in any response to a customer Request for Quote (RFQ) or Request for Information (RFI).

c.) Contractors are encouraged to offer SIN 54151 Software Maintenance Services in conjunction with SIN 511210 - Software Licenses.

d.) Conversion From Term License To Perpetual License

i.) When standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.

ii.) When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.

iii.) The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

iv.) When conversion from term licenses to perpetual licenses is offered, the price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

e.) Term License Cessation

i.) After a software product has been on a continuous term license for a period of 60 months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited. Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.

ii.) Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.

iii.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2020)).

iv.) The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of SIN 54151 - Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

f.) Utilization Limitations for Perpetual Licenses

i.) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)

1.) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770- 2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags,” December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.

2.) Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government- wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

ii.) Reallocation of Perpetual Software (Option 2 Perpetual License)

1.) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.

2.) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

3.) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.

4.) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor’s intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.

5.) As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

6.) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.

7.) When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.

8.) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be 10% percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

9.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2020).

g.) Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

**SINS 511210 & 54151 DESCRIPTION & PRICING**

<b>SIN</b>	<b>Manufacturer</b>	<b>Part Number</b>	<b>Software Product</b>	<b>UOI</b>	<b>GSA Price</b>
511210	cBEYONData	S5N-CFOCTV2.5-P-CONT	CFO CTV2.5 Software - Pilot (Perpetual License) CFO Control Tower V2 Bundle Pilot - 20 Users, Includes Data Model, Data Loaders, Reports and Analytics	EA	\$23,929.47
511210	cBEYONData	S5N-CFOCTV2.5-S- CONT	CFO CTV2.5 Software - Small (Perpetual License) CFO Control Tower V2 Bundle Small - 150 Users, Includes Data Model, Data Loaders, Reports and Analytics	EA	\$119,647.36
511210	cBEYONData	S5N-CFOCTV2.5-M - CONT	CFO CTV2.5 Software - Medium (Perpetual License) CFO Control Tower V2 Bundle Medium - 500 Users, Includes Data Model, Data Loaders, Reports and Analytics	EA	\$239,294.71
511210	cBEYONData	S5N-CFOCTV2.5-L-CONT	CFO CTV2.5 Software - Large (Perpetual License) CFO Control Tower V2 Bundle Large - 1,500 Users, Includes Data Model, Data Loaders, Reports and Analytics	EA	\$574,307.30
511210	cBEYONData	S5N-CFOCTV2.5-XL - CONT	CFO CTV2.5 Software - Xlarge (Perpetual License) CFO Control Tower V2 Bundle XL - Unlimited Users , Includes Data Model, Data Loaders, Reports and Analytics	EA	\$717,884.13
511210	cBEYONData	S5N-CFOCTV2.5-P-CONT-SUB	CFO CTV2.5 Subscription - Pilot (Term License) CFO Control Tower V2 Bundle Pilot - 20 Users, Includes Data Model, Data Loaders, Reports and Analytics - ANNUAL SUBSCRIPTION	EA	\$15,365.59
511210	cBEYONData	S5N-CFOCTV2.5-S-CONT-SUB	CFO CTV2.5 Subscription - Small (Term License) CFO Control Tower V2 Bundle Small - 150 Users, Includes Data Model, Data Loaders, Reports and Analytics - ANNUAL SUBSCRIPTION	EA	\$76,829.87
511210	cBEYONData	S5N-CFOCTV2.5-M -CONT-SUB	CFO CTV2.5 Subscription - Medium (Term License) CFO Control Tower V2 Bundle Medium - 500 Users, Includes Data Model, Data Loaders, Reports and Analytics - ANNUAL SUBSCRIPTION	EA	\$153,659.75
511210	cBEYONData	S5N-CFOCTV2.5-L-CONT-SUB	CFO CTV2.5 Subscription - Large (Term License) CFO Control Tower V2 Bundle Large - 1,500 Users, Includes Data Model, Data Loaders, Reports and Analytics - ANNUAL SUBSCRIPTION	EA	\$368,782.82



511210	cBEYONData	S5N-CFOCTV2.5-XL - CONT-SUB	CFO CTV2.5 Subscription - Xlarge (Term License) CFO Control Tower V2 Bundle XL - Unlimited Users , Includes Data Model, Data Loaders, Reports and Analytics - ANNUAL SUBSCRIPTION	EA	\$460,978.29
54151	cBEYONData	S5N-CFOCT-P-SERV	CFO CT Implementation Services - Pilot CFO Control Tower Bundle Pilot Implementation Services, 8 Weeks @ 1.5 FTE's (480 Hours of service)	EA	\$71,022.67
54151	cBEYONData	S5N-CFOCT-S-SERV	CFO CT Implementation Services - Small CFO Control Tower Small Bundle Implementation Services, 26 Weeks @ 2 FTE's (2,080 Hours of service)	EA	\$307,733.00
54151	cBEYONData	S5N-CFOCT-M-SERV	CFO CT Implementation Services - Medium CFO Control Tower Medium Bundle Implementation Services, 52 Weeks @ 2 FTE's (4,160 Hours of service)	EA	\$615,226.70
54151	cBEYONData	S5N-CFOCT-L-SERV	CFO CT Implementation Services - Large CFO Control Tower Large Bundle Implementation Services, 78 Weeks @ 2 FTE's (6,240 Hours of service)	EA	\$923,677.58
54151	cBEYONData	S5N-CFOCT-XL-SERV	CFO CT Implementation Services - Xlarge CFO Control Tower Extra Large Bundle Implementation Services, 78 Weeks @ 2 FTE's (8,320 Hours of service)	EA	\$1,230,931.99
511210	cBEYONData	S5N-CFOBASV2.5-P- PLAT	CFO CTV2.5 BAS Software - Platform (Perpetual License) CFO Control Tower, BAS Platform for up to 50 named Users	EA	\$95,717.88
511210	cBEYONData	S5N-CFOBASV2.5-P- USER	CFO CTV2.5 BAS Software - Module (Perpetual License) CFO Control Tower, one BAS Module (requires purchase of BAS Platform w/up to 50 Named Users)	EA	\$71,788.41
511210	cBEYONData	S5N-CFOBASV2.5-P-S- CONT	CFO CTV2.5 BAS Software - Small (Perpetual License) CFO Control Tower, Includes BAS Small Bundle: BAS Platform for up to 50 Named Users, 3 BAS Modules)	EA	\$311,083.12
511210	cBEYONData	S5N-CFOBASV2.5-M - CONT	CFO CTV2.5 BAS Software - Medium (Perpetual License) CFO Control Tower, Includes BAS Medium Bundle: BAS Platform for up to 100 Named Users, 5 BAS Modules	EA	\$454,659.95
511210	cBEYONData	S5N-CFOBASV2.5-L- CONT	CFO CTV2.5 BAS Software - Large (Perpetual License) CFO Control Tower, Large BAS Bundle: BAS Platform for up to 500 Named Users, 7 BAS Modules)	EA	\$598,236.78

511210	cBEYONData	S5N-CFOBASV2.5-XL - CONT	CFO CTV2.5 BAS Software - Xlarge (Perpetual License) CFO Control Tower, Includes BAS Extra Large Bundle: Platform for unlimited Named Users, 10 BAS Modules)	EA	\$1,435,768.26
511210	cBEYONData	S5N-CFOBASV2.5-P- PLAT-SUB	CFO CTV2.5 BAS Subscription - Platform (Term License) CFO Control Tower, BAS Platform for up to 50 named Users ANNUAL SUBSCRIPTION	EA	\$57,430.73
511210	cBEYONData	S5N-CFOBASV2.5-P- USER-SUB	CFO CTV2.5 BAS Subscription - Module (Term License) CFO Control Tower, one BAS Module (requires purchase of BAS Platform w/up to 50 Named Users) ANNUAL SUBSCRIPTION	EA	\$43,073.05
511210	cBEYONData	S5N-CFOBASV2.5-P-S- CONT-SUB	CFO CTV2.5 BAS Subscription - Small (Term License) CFO Control Tower, Includes BAS Small Bundle: BAS Platform for up to 50 Named Users, 3 BAS Modules) ANNUAL SUBSCRIPTION	EA	\$186,649.87
511210	cBEYONData	S5N-CFOBASV2.5-M - CONT-SUB	CFO CTV2.5BAS Subscription - Medium (Term License) CFO Control Tower, Includes BAS Medium Bundle: BAS Platform for up to 100 Named Users, 5 BAS Modules ANNUAL SUBSCRIPTION	EA	\$272,795.97
511210	cBEYONData	S5N-CFOBASV2.5-L- CONT-SUB	CFO CTV2.5 BAS Subscription - Large (Term License) CFO Control Tower, Large BAS Bundle: BAS Platform for up to 500 Named Users, 7 BAS Modules) ANNUAL SUBSCRIPTION	EA	\$358,942.07
511210	cBEYONData	S5N-CFOBASV2.5-XL - CONT-SUB	CFO CTV2.5 BAS Subscription - Xlarge (Term License) CFO Control Tower, Includes BAS Extra Large Bundle: Platform for unlimited Named Users, Unlimited BAS Modules) ANNUAL SUBSCRIPTION	EA	\$861,460.96
54151	cBEYONData	S5N-CFOBAS-P- SUPPORT	CFO CTV Extended Support Extended Support (80 hours per year)	EA	\$24,312.34
54151	cBEYONData	S5N-CFOBAS-P-SERV	CFO CT BAS Implementation Services - Pilot CFO Control Tower, BAS Services (250 hours of Implementation, support, training or managed Services)	EA	\$47,858.94
54151	cBEYONData	S5N-CFOBAS-S-SERV	CFO CT BAS Implementation Services - Small CFO Control Tower, BAS Services Small Bundle (1,250 hours of Implementation, support, training or managed Services)	EA	\$239,294.71
54151	cBEYONData	S5N-CFOBAS-M-SERV	CFO CT BAS Implementation Services - Medium CFO Control Tower, BAS Services Medium Bundle (2,250 hours of Implementation, support, training or managed Services)	EA	\$430,730.48

54151	cBEYONData	S5N-CFOBAS-L-SERV	CFO CT BAS Implementation Services - Large CFO Control Tower, BAS Services Large Bundle (3,750 hours of Implementation, support, training or managed Services)	EA	\$717,884.13
54151	cBEYONData	S5N-CFOBAS-XL-SERV	CFO CT BAS Implementation Services - Xlarge CFO Control Tower, BAS Services Extra Large Bundle (6,500 hours of Implementation, support, training or managed Services)	EA	\$1,244,332.49
54151	cBEYONData	S5N-CFO-MAINT	CFO CT Software Annual Maintenance CFO Annual Maintenance (22% of net license price, \$22/every \$100 of license spend)	EA	22% of net license price

## SIN 54151S LABOR CATEGORY DESCRIPTIONS

<b>Senior Technical Specialist</b>	
<b>Minimum/General Experience:</b>	With nine (9) or more years of systems integration or systems development experience in a specific technical discipline. Should have at a minimum, an in depth knowledge of program design on standard systems, as well as system analysis, business modeling and consulting methodologies. Familiar with a variety of technologies, particularly Database and Web.
<b>Functional Responsibility:</b>	Designs and develops complex solutions for clients using specific technical expertise. Work includes application development, infrastructure planning, and system integration activities. Focuses on the delivery of engagement results to the client; may require involvement in several engagements simultaneously and the coordination of other consultants involved in a specific project phase.
<b>Minimum Education:</b>	Bachelor's Degree and 9 years of systems integration or systems development experience. With a Master's Degree, 5 years of systems integration or systems development experience is required. With a PhD, 3 years of systems integration or systems development experience is required.

<b>Principal Consultant / Engineer</b>	
<b>Minimum/General Experience:</b>	With five (5) to seven (7) years' experience, the Project Manager is responsible for ensuring that assigned engagements are professionally managed and all client deliverables meet the client's expectations. This level is responsible for directing engagements which impact a discrete section of the client's business. The Project Manager serves as the primary interface for the client throughout the project. This level is responsible for identifying other client areas that may benefit from the solutions provided.
<b>Functional Responsibility:</b>	Deploy technologies such as Information and Web systems for clients. Work includes application development, infrastructure planning, and system integration activities. Plans the activities and resource requirements of assigned phases of an engagement(s) which impact a segment of the client's business; focuses on the delivery of engagement results to the client; may require involvement in several engagements simultaneously and the coordination of other consultants involved in a specific project phase.
<b>Minimum Education:</b>	B.A. or B.S. in Computer Information Systems, Mathematics, Computer Science, Operations Research, Economics, Finance, Business or applied science.

<b>Project Manager</b>	
<b>Minimum/General Experience:</b>	With five (5) to seven (7) years' experience, the Project Manager is responsible for ensuring that assigned engagements are professionally managed and all client deliverables meet the client's expectations. This level is responsible for directing engagements which impact a discrete section of the client's business. The Project Manager serves as the primary interface for the client throughout the project. This level is responsible for identifying other client areas that may benefit from the solutions provided.
<b>Functional Responsibility:</b>	Monitors project performance against engagement milestones; manages client expectations; coordinates resources and processes to achieve engagement workplan; recommends changes to the engagement staff over the life of the project; manages project budgets and prepares client billings as appropriate; ensures all project documentation is maintained in accordance with consulting standards
<b>Minimum Education:</b>	B.A. or B.S. in Computer Information Systems, Mathematics, Computer Science, Operations Research, Economics, Finance, Business or applied science.

<b>Principal Consultant / Business Intelligence</b>	
<b>Minimum/General Experience:</b>	With eight (8) or more years of management consulting, systems integration or systems development. Should have at a minimum, an in depth knowledge of program design on standard systems, as well as system analysis, business modeling and consulting methodologies. Familiar with a variety of technologies, particularly Database and Web. Over 2 years of experience managing or leading Business Intelligence Projects.
<b>Functional Responsibility:</b>	Deploy technologies such as Oracle, Business Objects, Microsoft, Cognos or Web systems for clients. Work includes application development, infrastructure planning, and system integration activities. Plans the activities and resource requirements of assigned phases of an engagement(s) which impact a segment of the client's business; focuses on the delivery of engagement results to the client; may require involvement in several engagements simultaneously and the coordination of other consultants involved in a specific project phase.
<b>Minimum Education:</b>	B.A. or B.S. in Computer Information Systems, Mathematics, Computer Science, Operations Research, Economics, Finance, Business or applied science.

<b>Training Specialist</b>	
<b>Minimum/General Experience:</b>	Two (2) to five (5) years of relevant experience.
<b>Functional Responsibility:</b>	Experience in training department or functional area in a business, military, or similar environment. Responsible for providing end-user training on multiple customer specific applications. Responsible for developing/updating courseware to parallel modifications in system functionality. Excellent written and oral communication skills required. Experience in creating or maintaining a course resource library of training materials. Proven experience and expertise in utilizing software applications such as Microsoft Word, Excel, PowerPoint, Access, and Microsoft Project. Demonstrated flexibility and ability to multi-task. Work with departmental management and personnel to develop individual training programs.
<b>Minimum Education:</b>	Associate, B.A. or B.S.

<b>Consultant / Engineer (Level 2)</b>	
<b>Minimum/General Experience:</b>	Four (4) to six (6) years engineering experience. Working in a client server environment, this position requires hands-on expertise in industry leading networking and/or operating system software (such as Oracle). In addition, candidates should be proficient in Windows applications development and have familiarity with GUI tool kits (Visual Basic, C++, Powerbuilder) and SQL. is responsible for identifying other client areas that may benefit from the solutions provided.
<b>Functional Responsibility:</b>	A consultant should have, at a minimum, in depth knowledge of design, coding and debugging of programs on standard systems as well as the practical application of business system analysis. A consultant typically contributes to the functional and technical specifications for development of a discrete project deliverable of moderate complexity. A consultant is typically involved with several phases of the technical systems integration (coding, testing, & documenting).
<b>Minimum Education:</b>	B.A. or B.S. in Computer Information Systems, Computer Science, Operations Research, Economics, Finance, Business or applied science.

<b>Data Analyst / Architect</b>	
<b>Minimum/General Experience:</b>	Four (4) to six (6) years engineering experience. Working in a client server environment, these positions require hands-on expertise in industry leading networking and/or operating system software (such as Microsoft or Oracle). In addition, candidates should be proficient in Business Intelligence tools and concepts and Windows applications development.
<b>Functional Responsibility:</b>	A consultant should have, at a minimum, in depth knowledge of design, coding and debugging of programs on standard systems as well as the practical application of business system analysis. A consultant typically contributes to the functional and technical specifications for development of a discrete project deliverable of moderate

	complexity. A consultant is typically involved with several phases of the technical systems integration (coding, testing, & documenting).
<b>Minimum Education:</b>	B.A. or B.S. in Computer Information Systems, Computer Science, Operations Research, Economics, Finance, Business or applied science.

<b>Consultant / Engineer (Level 1)</b>	
<b>Minimum/General Experience:</b>	Three (3) to five (5) years engineering experience. Working in a client server environment, this position requires hands-on expertise in industry leading networking and/or operating system software (such as Oracle). In addition, candidates should be proficient in Windows applications development and have familiarity with GUI tool kits (Visual Basic, C++, PowerBuilder) and SQL.
<b>Functional Responsibility:</b>	A consultant has a working level knowledge of design, coding and debugging of programs on standard systems as well as the practical application of business system analysis. A consultant typically contributes to the functional and technical specifications for development of a discrete project deliverable of moderate complexity. A consultant is typically involved with several phases of the technical systems integration (coding, testing, & documenting) under the supervision of more senior personnel. May work independently on less complex tasks.
<b>Minimum Education:</b>	B.A. or B.S. in Computer Information Systems, Mathematics, Computer Science, Operations Research, Economics, Finance, Business or applied science.

<b>IT Consultant</b>	
<b>Minimum/General Experience:</b>	Two (2) to four (4) years engineering experience. Working in a client server environment, this position requires hands-on expertise in industry leading networking and/or operating system software (such as Oracle). In addition, candidates should be proficient in Windows applications development and have familiarity with GUI tool kits (Visual Basic, C++, Powerbuilder) and SQL.
<b>Functional Responsibility:</b>	A consultant should have, at a minimum, in depth knowledge of design, coding and debugging of programs on standard systems as well as the practical application of business system analysis. A consultant typically contributes to the functional and technical specifications for development of a discrete project deliverable of moderate complexity. A consultant is typically involved with several phases of the technical systems integration (coding, testing, & documenting).
<b>Minimum Education:</b>	B.A. or B.S. in Computer Information Systems, Mathematics, Computer Science, Operations Research, Economics, Finance, Business or applied science.

<b>Associate Consultant</b>	
<b>Minimum/General Experience:</b>	Zero (0) to two (2) years of relevant experience.
<b>Functional Responsibility:</b>	The Associate Consultant typically works on client engagements in a supporting capacity (e.g. research, data collection, analysis, preparation of system (documentation)). This level is responsible for defined components or specific deliverables of an engagement. Interaction with the client organization is to gather or exchange information related to specific project assignments. Executes project assignments to support overall objectives of the engagement project plan; analyzes and resolves technical problems on standard systems or selected platforms. Completes all assigned engagement tasks within defined parameters; identifies roadblocks, problems or client issues which may impact the quality of the engagement product; ensures that all engagement documentation is kept in accordance with Guident guidelines. Plans the activities and resource requirement of own portion of an engagement; focuses on the delivery of short-term results to the client; ensures that personal workflow is aligned with the engagement timetables. Performs assignments in support of the organization's overall revenue objectives, participates in the preparation of proposals and sales presentations; complies with requirements to project and maximize client hours. May participate in the resolution of situational issues/problems with existing clients; cultivates the client peer relationships; seeks opportunities to identify possible add-on or new projects.
<b>Minimum Education:</b>	Completed or in a path to complete a B.A. or B.S. degree in Computer Science, Engineering, Math, Economics, or Business.

<b>Support Analyst</b>	
<b>Minimum/General Experience:</b>	Two (2) to four (4) years' experience.
<b>Functional Responsibility:</b>	Assist in monitoring and responding to system issues which arise during testing or after client implementation. Analyzes complex system problems, measures variations from expected values and formulates diagnosis of problem and proposed corrective action. Works with senior consultants and engineers to resolve client issues.
<b>Minimum Education:</b>	Associate, B.A. or B.S.

**SIN 54151S HOURLY RATES**

Labor Category	11/27/17	11/27/18	11/27/19	11/27/20	11/27/21
	- 11/26/18	- 11/26/19	- 11/26/20	- 11/26/21	- 11/26/22
Senior Technical Specialist	\$181.04	\$186.47	\$192.07	\$197.83	\$203.76
Principal Consultant / Engineer	\$162.19	\$167.06	\$172.07	\$177.23	\$182.55
Project Manager	\$159.44	\$164.22	\$169.15	\$174.22	\$179.45
Principal Consultant / Business	\$155.26	\$159.92	\$164.72	\$169.66	\$174.75
Training Specialist	\$145.73	\$150.10	\$154.60	\$159.24	\$164.02
Consultant / Engineer (Level 2)	\$137.72	\$141.85	\$146.11	\$150.49	\$155.01
Data Analyst / Architect	\$129.86	\$133.76	\$137.77	\$141.90	\$146.16
Consultant / Engineer (Level 1)	\$124.76	\$128.50	\$132.36	\$136.33	\$140.42
IT Consultant	\$115.92	\$119.40	\$122.98	\$126.67	\$130.47
Associate Consultant	\$88.77	\$91.43	\$94.17	\$97.00	\$99.91
Support Analyst	\$80.03	\$82.43	\$84.90	\$87.45	\$90.07

**Service Contract Labor Standards: DCS Consulting, Inc. dba cBEYONData** uses no SCLS/SCA-eligible labor in the execution of these programs. The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA), is applicable to this contract as it applies to the entire Multiple Award Schedule (MAS) and all services provided. While no specific labor categories have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CRF 541.300), this contract still maintains the provisions and protections for SCLS/SCA eligible labor categories. If and / or when the contractor adds SCLS/SCA labor categories to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS/SCA matrix identifying the GSA labor category titles, the occupational code, SCLS/SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.



## **cBEYONData MASTER LICENSE AND SERVICES AGREEMENT**

This Master License and Services Agreement (this “Agreement”) is entered into as of the date set forth in the Purchase Order, Statement of Work, or similar document, between DCS Consulting, Inc., d/b/a cBEYONData, a Delaware corporation (“cBEYONData”), and the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document (“Customer” or “Ordering Activity”). cBEYONData and Customer are also referred to herein each as a “Party” and collectively as the “Parties.”

### **1. Definitions**

For the purposes of this Agreement, the following terms have the following meanings:

- 1.1 “cBEYONData Software” means the software identified in the Order entered into connection with this Agreement.
- 1.2 “Customer User” means an employee, contractor, or agent of Customer who is permitted by Customer to use the cBEYONData Software.
- 1.3 “Documentation” means the manuals, documentation, and other supporting materials generally provided to cBEYONData’s customers in connection with the cBEYONData Software.
- 1.4 “Order” means a quote issued by cBEYONData in connection with this Agreement and accepted by Customer, pursuant to which cBEYONData provides the cBEYONData Software to Customer.
- 1.5 “Third Party Products” means software or services made available by a Party other than cBEYONData that may be used in connection with the cBEYONData Software, including software or services that are necessary or advisable in order for Customer to exploit the functionality of the cBEYONData Software.

### **2. Service and License Terms**

#### **2.1 cBEYONData Software.**

(a) Subject to the terms and conditions of this Agreement, if cBEYONData makes the cBEYONData Software available to Customer as a hosted service solution (as designated in the applicable Order) (“Cloud Deployment”), cBEYONData agrees to permit Customer Users to access and use the cBEYONData Software during the applicable Order Term solely for Customer’s internal business purposes. cBEYONData will provide access to such cBEYONData Software to Customer Users in accordance with the availability requirement set forth in Exhibit A.

(b) Subject to the terms and conditions of this Agreement, if cBEYONData makes the cBEYONData Software available to Customer as an on premises installable software solution (as designated in the applicable Order) (“On Premises Deployment”), cBEYONData hereby grants Customer a non-exclusive, non-transferable (except as otherwise set forth in Section 10.3), non-sublicensable license during the applicable Order Term to download, install, and use the cBEYONData Software solely for Customer’s internal business purposes.

(c) Except as expressly set forth in this Agreement, no other right or license of any kind is granted by cBEYONData to Customer hereunder with respect to the cBEYONData Software.

2.2 Documentation License. Subject to the terms and conditions of this Agreement, cBEYONData hereby grants Customer a non-exclusive, non-transferable (except as otherwise set forth in Section 10.3), non-sublicensable license to reproduce, and use the Documentation solely in connection with Customer’s access to or use of the cBEYONData Software in accordance with this Agreement. Customer and Customer Users will not remove or modify any copyright notices of cBEYONData or its licensors appearing in the Documentation.

2.3 Third Party Products. It is Customer’s responsibility to obtain the right to use any Third Party Products that may be necessary to use the cBEYONData Software. Customer will be responsible for all fees incurred from the providers of such Third Party Products (“Third Party Providers”) and will be solely responsible for complying with the terms and conditions of any agreement between Customer and a Third Party Provider. Nothing herein shall bind the Ordering Activity to any Third Party Product or Third Party Provider terms unless the terms are provided for review and agreed to in writing by all parties. Subject to the foregoing, cBEYONData may, in its sole discretion, make available to Customers certain Third Party Products in connection with Customer’s use of the cBEYONData Software, provided that cBEYONData may cancel, suspend, or cease to make available such Third Party Products to Customer at any time. In the event that cBEYONData cancels, suspends, or ceases to make available such Third Party Products to Customer that Ordering Activity has contracted for, Ordering Activity shall be entitled to a pro rata refund from cBEYONData for any fees paid not used.

2.4 Restrictions. Customer will not (and will not permit any Customer User or other third party to): (a) download or install quantities of the cBEYONData Software (for On Premises Deployment) or access and use the

cBEYONData Software (for Cloud Deployment) in excess of the limitations set forth in the applicable Order; (b) except to the extent that such restriction is prohibited by applicable law, decompile, disassemble, scrape, or otherwise reverse engineer the cBEYONData Software or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques embodied in the cBEYONData Software or any portion thereof; (c) modify, translate, or create any derivative works based on the cBEYONData Software or the Documentation; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge, or otherwise transfer the cBEYONData Software or the Documentation, in whole or in part, to any third party; (e) remove or alter any copyright, trademark, trade name, or other proprietary notices, legends, symbols, or labels appearing on or in copies of the cBEYONData Software or the Documentation; (f) perform, or release the results of, benchmark tests or other comparisons of the cBEYONData Software with other programs; (g) incorporate the cBEYONData Software or any portion thereof into any other program or product, or use the cBEYONData Software to provide similar functionality to third parties; or (h) use the cBEYONData Software for any unlawful or tortious purpose.

2.5 **Customer User Compliance.** Customer will ensure that all Customer Users comply with the terms and conditions of this Agreement and each Order and will be responsible for all acts and omissions by its Customer Users. Any act or omission by a Customer User that would be a breach of this Agreement, if done by Customer, will be deemed a breach of this Agreement by Customer.

2.6 **Usage Data.** cBEYONData may collect data and information in connection with Customer's use of the cBEYONData Software ("Usage Data"). Customer grants to cBEYONData a perpetual, fully paid-up, royalty-free, irrevocable, worldwide, non-exclusive, sublicensable license to reproduce, prepare derivative works based on, distribute, display, and otherwise use the Usage Data in order to (a) perform its obligations and exercise its rights under this Agreement, (b) improve cBEYONData's products or services, (c) comply with its obligations or protecting its interests under applicable law; provided, however, that except as required by applicable law or necessary in order to exercise its rights under this Agreement, cBEYONData will not disclose any Usage Data publicly or to third parties (other than its consultants or contractors), except in an aggregated and de-identified form.

2.7 **Verification.** cBEYONData may, at any time during the term of this Agreement and for two (2) years thereafter, with seven (7) days prior notice, audit (including through a third party auditor) Customer's records to verify that Customer is and has been in compliance with the terms and conditions of this Agreement. Customer will promptly grant such access in accordance with Government security requirements and cooperate with cBEYONData in such audit; provided, however, the inspection will be conducted in a manner not intended to unreasonably disrupt Customer's business and will be restricted in scope, manner, and duration to that reasonably necessary to achieve its purpose.

2.8 **Government Terms.** If Customer is a United States Government agency or otherwise accessing or using any cBEYONData Software or Support Services on behalf of the U.S. Government, including as a higher tier subcontractor or prime contractor, this Agreement is subject to the terms set out in Exhibit C (U.S. Government Terms of Service).

### **3. Support; Professional Services**

3.1 **Support; Updates.** For Cloud Deployments, cBEYONData will provide support services to Customer as specified in Exhibit B, which may be updated from time to time by cBEYONData with prior, written notice to Customer ("Support Services"). For On Premises Deployments, cBEYONData will provide the Support Services only if contemplated in an Order. Except as set forth in an Order or Exhibit B, cBEYONData has no obligation to provide any modification, error correction, bug fix, new release, or other update to the cBEYONData Software ("Update"). In the event cBEYONData makes an Update available to Customer, the Update will be deemed to be part of the cBEYONData Software and will be subject to the terms and conditions of this Agreement. For the avoidance of doubt, cBEYONData will have no obligation to provide any support for any Third Party Products.

3.2 **Onboarding Services.** Customer may engage cBEYONData to perform certain professional services in connection with training, installation, and implementation of the cBEYONData Software as set forth in the Order (collectively, "Onboarding Services"). Except as otherwise provided in an Order, the terms and conditions governing cBEYONData's provision of the Onboarding Services are set forth in this Agreement.

3.3 **Additional Services.** From time to time, Customer may request that cBEYONData perform certain training and/or professional services related to the cBEYONData Software, which are beyond the scope of the Onboarding Services ("Additional Services" and, collectively with Onboarding Services, the "Professional Services"). Upon Customer's request, cBEYONData will prepare a Statement of Work that includes the terms and conditions relevant to the Additional Services to be performed. Statements of Work will, to the extent applicable, contain: (i) a description of the Additional Services to be performed; (ii) any applicable assumptions, milestones, deliverables, and timelines for delivery; (iii) applicable fees and payment terms; and (iv) other terms applicable to such Additional

Services. Each fully executed Statement of Work will form a part of this Agreement and be subject to the terms and conditions set forth herein.

#### **4. Orders and Payments**

4.1 Orders. The initial order for the cBEYONData Software, Support Services, and Onboarding Services (if any) is set forth in the first Order that references this Agreement. During the term of this Agreement, Customer may order additional licenses or subscriptions for the cBEYONData Software or additional Support Services or Onboarding Services in accordance with cBEYONData's then-current rates and policies in effect when such order is placed. cBEYONData will issue a quote for such additional licenses, Support Services, or Onboarding Services. Once executed by Customer and accepted by cBEYONData, the quote will be deemed an Order, governed by this Agreement. Each Order is deemed incorporated into this Agreement by reference and a part of this Agreement.

4.2 Fees; Payment. Customer will make payments to cBEYONData for the cBEYONData Software, Support Services, and Professional Services (that are not provided free of charge) in accordance with each Order. Ordering Activity agrees to pay any travel expenses in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document. cBEYONData will invoice Customer for all fees (including expense reimbursements) payable under this Agreement and Customer will pay such invoiced amounts within forty-five (45) days of the receipt date of the invoice. For all amounts not paid within forty-five (45) days from the receipt date of the invoice, Customer agrees to pay interest at the rate in accordance with the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315. All fees payable under this Agreement will be made without recoupment or set-off.

4.3 Taxes. Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

#### **5. Limited Warranties; Disclaimer**

5.1 Limited Warranties. cBEYONData warrants that the cBEYONData Software will perform substantially in accordance with the Documentation therefor. In the event of a breach of the foregoing warranty, cBEYONData's sole obligation, and Customer's sole and exclusive remedy, will be for cBEYONData to make commercially reasonable efforts to promptly correct the non-conforming functionality of the cBEYONData Software without charge.

5.2 Disclaimer. EXCEPT AS SET FORTH IN SECTION 5.1, CBEYONDATA MAKES NO WARRANTIES WITH RESPECT TO THE CBEYONDATA SOFTWARE, PROFESSIONAL SERVICES, SUPPORT SERVICES, DOCUMENTATION, OR ANY THIRD PARTY PRODUCTS, EXPRESS OR IMPLIED, RELATING THERETO, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE AND ALL STATUTORY WARRANTIES ARE EXCLUDED TO THE FULLEST EXTENT POSSIBLE. CBEYONDATA MAKES NO WARRANTIES OR REPRESENTATIONS AND WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY THIRD PARTY PRODUCTS.

#### **6. Term and Termination**

6.1 Term of this Agreement. This Agreement will commence on the effective date of the initial Order entered into in connection with this Agreement and, unless sooner terminated pursuant to the terms of this Agreement, will expire upon the expiration of the last Order Term under this Agreement. Upon any termination or expiration of this Agreement, all Order(s) will immediately terminate.

6.2 Order Term. Unless otherwise specified in an Order, the term of each Order will commence on the Effective Date of such Order and, unless sooner terminated pursuant to the terms hereof, will continue in full force and effect for a period of one (1) year following the effective date of such Order and may be renewed for successive one (1) year periods by both parties exercising an option, or executing a new purchase order in writing (each such term, including any renewals thereof, an "Order Term"). Any renewal of an Order pursuant to the preceding sentence will be for the same quantities of licenses or subscriptions for the cBEYONData Software as set forth in the applicable Order. Purchase of any additional licenses or subscriptions for the cBEYONData Software or other products and services will require the execution of an amendment to the applicable Order or the execution of a new Order.

6.3 Termination. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, cBEYONData shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

6.4 Effect of Termination. Upon the expiration or termination of this Agreement, the rights granted to Customer hereunder will terminate, Customer will cease all use of the cBEYONData Software and Documentation, and, for an On Premises Deployment, return to cBEYONData or delete the cBEYONData Software in its possession, and, upon cBEYONData's request, so certify such actions to cBEYONData. Any costs incurred in returning or deleting the cBEYONData Software upon expiration or termination will be borne by Customer. Sections 1, 2.4, 2.6, 4.2, 5.2, 6.4, 8, 9, and 10 will survive any expiration or any termination of this Agreement. Termination of this Agreement by either Party will not act as a waiver of any breach of this Agreement and will not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement. Neither Party will be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a Party will be without prejudice to any other right or remedy of such Party under this Agreement or applicable law.

## **7. Proprietary Rights**

7.1 General. As between cBEYONData and Customer, cBEYONData retains all right, title, and interest in and to the cBEYONData Software, the Documentation, and all modifications and updates thereto and derivative works therefrom. In addition, unless otherwise provided in an Order or Statement of Work, cBEYONData will own (and Customer hereby assigns to cBEYONData) all right, title, and interest to any work product, and all intellectual property rights therein, that cBEYONData developed, authored, created, conceived, discovered, made, or reduced to practice, alone or jointly with others, in the course of performing the Professional Services

7.2 Feedback. If Customer (including any Customer User) provide to cBEYONData any ideas, proposals, suggestions or other materials relating to the cBEYONData Software, the Professional Services and any other cBEYONData products or services ("Feedback"), such Feedback will be non-confidential, gratuitous, unsolicited and without restriction, and will not place cBEYONData under any fiduciary or other obligation. By submitting Feedback to cBEYONData, Customer hereby assigns and agrees to assign to cBEYONData all right, title, and interest in and to the Feedback, and agrees to assist cBEYONData in perfecting such rights and obtaining assignments of such rights from all individuals involved in generating the Feedback. Vendor acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

## **8. Confidentiality**

8.1 Confidential Information. Each Party acknowledges that in connection with this Agreement it may obtain the other Party's confidential or proprietary information or material that is marked as (or if disclosed orally or in other intangible form or in any form that is not so marked, that is identified as confidential at the time of such disclosure), or provided under circumstances reasonably indicating it is, confidential or proprietary ("Confidential Information"), which will include, without limitation, a Party's trade secrets, know-how, inventions, techniques, processes, software, algorithms, software designs and architecture, computer code, documentation, design and functional specifications, and product requirements. cBEYONData's Confidential Information will include, without limitation, the cBEYONData Software and all Updates thereto. Confidential Information will not include information or material that: (a) is or becomes publicly known through no act or omission of the receiving Party; (b) was rightfully known by the receiving Party before receipt from the disclosing Party, as evidenced by the receiving Party's contemporaneous written records; (c) becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party that does not owe a duty of confidentiality to the disclosing Party with respect to such information or material; or (d) is independently developed by the receiving Party without the use of or reference to the Confidential Information of the disclosing Party.

8.2 Use and Disclosure Restrictions. The receiving Party will not disclose any Confidential Information to any third party, other than to its employees, contractors, and consultants who need to know such information in connection with this Agreement and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Except as otherwise set forth in this Agreement, the receiving Party will not use any Confidential Information other than in connection with exercising its rights or performing its obligations under this Agreement. The receiving Party will take the same degree of care that it uses to protect its own confidential and proprietary information and materials of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid unauthorized use or disclosure of Confidential Information. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information to third parties to the extent the receiving Party is legally compelled to disclose such Confidential Information; provided, however, that prior to any such compelled disclosure, the receiving Party will, to the extent permissible under the circumstances, give the disclosing Party reasonable advance notice of any such disclosure and will cooperate with the disclosing Party in limiting such disclosure.

8.3 Reserved.

## 9. Liability

TO THE EXTENT ALLOWED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) IN NO EVENT SHALL CBeyondData OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INADVERTENT DISCLOSURE OF DATA, OR INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY ORDER OR STATEMENT OF WORK, EVEN IF CBeyondData HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED AND (B) CBeyondData'S ENTIRE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY ORDER OR STATEMENT OF WORK, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY, OR OTHERWISE) SHALL NOT EXCEED THE AGGREGATE FEES PAID BY CUSTOMER TO CBeyondData DURING THE TWELVE (12) MONTH TERM DURING WHICH SUCH CLAIM ARISES

## 10. General Provisions

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

10.2 Notices. Any notice, request, demand, or other communication required or permitted hereunder will be in writing, will reference this Agreement and will be deemed to be properly given: (a) when delivered personally; (b) seven (7) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices will be sent to the address set forth on the Order(s) and to the notice of the person executing this Agreement (or to such other address as may be designated by a Party by giving written notice to the other Party pursuant to this Section).

10.3 Assignment. This Agreement, including the Order(s) and any Statement(s) of Work, may not be assigned, in whole or part, whether voluntarily, in connection with a merger or acquisition, by operation of law or otherwise, by the parties without the prior written consent of the other party. The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204. Subject to the preceding sentence, the rights and liabilities of the parties hereto will bind, and inure to the benefit of, their respective assignees and successors, and is binding on the parties and their successors and assigns. Any attempted assignment other than in accordance with this Section will be null and void.

10.4 Governing Law, Jurisdiction, and Venue. This Agreement is to be construed in accordance with and governed by the Federal laws of the United States.

10.5 Reserved.

10.6 No Third Party Beneficiary. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

10.7 Waiver. The waiver by either Party of a breach of or a default under any provision of this Agreement, will be in writing and will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor will any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

10.8 Severability. If the application of any provision of this Agreement to any particular facts or circumstances will be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement will not in any way be affected or impaired thereby and (b) such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 Relationship of the Parties. Nothing contained in this Agreement will be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the parties. Neither Party nor its agents have any authority of any kind to bind the other Party in any respect whatsoever, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

10.10 Entire Agreement. This Agreement, the Order(s), Statement(s) of Work, and any Exhibits attached hereto, constitute the entire agreement between the parties concerning the subject matter hereof and supersede all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter of this Agreement, the Order(s), Statement(s) of Work, and any Exhibits attached hereto and all past courses of dealing or industry custom. Furthermore, the terms and conditions of this Agreement will prevail over any conflicting terms or conditions

contained in any “clickwrap” or “browsewrap” agreements made available by or on behalf of cBEYONData in connection with the provision of the cBEYONData Software. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of each of cBEYONData and Customer.

10.11 Electronic Signature and Disclosure Consent Notice. Customer agrees to the use of electronic documents and records in connection with this Agreement and all future documents and records in connection with the cBEYONData Software including this electronic signature and disclosure notice, and that this use satisfies any requirement that cBEYONData provides Customer these documents and their content in writing.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement as of the Effective Date.

**DCS Consulting, Inc. d/b/a cBEYONData**

**Customer**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DCSMasterLicense12212019

## Exhibit A

### Availability

#### 1. Definitions

**For purposes of this Exhibit, the following term will have the following meaning:**

1.1. “Available” means Customer Users are able to access and use the cBEYONData Software and the cBEYONData Software is functioning substantially in accordance with this Agreement.

1.2. “Downtime” means any period during which the cBEYONData Software is not Available.

1.3. “Downtime Exclusions” mean, collectively, (i) Scheduled Maintenance, (ii) Emergency Maintenance, (iii) Customer Users’ Internet connection or firewall/network issues, (iv) outages elsewhere on the Internet that hinder Customer Users’ access to the cBEYONData Software, (v) domain name or other third-party services issues outside the direct control of cBEYONData (including propagation delays), (vi) acts or omissions of Customer (or acts or omissions of others engaged or authorized by Customer, including Customer Users), including negligence, willful misconduct, or use of the cBEYONData Software in breach of this Agreement, (vii) unavailability, interruption, or delay of telecommunication services of a third party, (viii) interruption of Customer’s use, or unavailability to Customer, of the cloud environment on which cBEYONData hosts Customer’s use of the cBEYONData Software and (ix) Force Majeure Events.

1.4. “Emergency Maintenance” means cBEYONData’s back-end (i) operating system patches, (ii) server software patches, and (iii) critical bug fixes, in each case in connection with the cBEYONData Software.

1.5. “Force Majeure Event” means fires, floods, earthquakes, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, sabotage, embargo, government action or order, blackouts, epidemic or quarantine, strikes/labor difficulties (except strikes/labor difficulties by the employees of the non-performing party), or other causes beyond a party’s reasonable control.

#### 2. Availability

2.1. Availability. Beginning with the calendar month immediately following the calendar month of the effective date of the Order pursuant to which the cBEYONData Software is made available to Customer, cBEYONData will make the cBEYONData Software Available, as measured over the course of each one (1) calendar month period, 95% of the time, excluding Downtime due to Downtime Exclusions (“Availability Requirement”).

2.2. Back-end Maintenance. Except for Emergency Maintenance, cBEYONData will provide at least two (2) days’ advance notice to Customer prior to engaging in any back-end maintenance in connection with the cBEYONData Software that may reasonably be expected to result in Unavailability (“Scheduled Maintenance”). cBEYONData will use commercially reasonable efforts to perform the Scheduled Maintenance between the hours of 10:00 PM and 6:00 AM, Eastern Time.

## Exhibit B

### Support Terms

#### 1. Definitions

**1.1 “Error”** means a defect or combination of defects in the cBEYONData Software that results in a failure of the cBEYONData Software to function substantially in accordance with the Documentation therefor. Errors are classified as follows:

(a) Priority 1: The Error renders the cBEYONData Software inoperative or causes a complete failure of the cBEYONData Software.

(b) Priority 2: The Error materially affects the performance of the cBEYONData Software, or materially restricts Customer’s use of the cBEYONData Software (for example, important cBEYONData Software features are unavailable with no acceptable workaround).

(c) Priority 3: The Error causes only a minor impact Customer’s use of the cBEYONData Software.

(d) Priority 4: Although an Error exists, it does not impact the operation of the cBEYONData Software. The Error causes minor inconveniences such as cosmetic problems or Documentation inaccuracies.

**1.2 “Error Correction”** means either (a) a bug fix, patch, or other modification or addition that, when made or added to the cBEYONData Software, corrects an Error, or (b) a procedure or routine that, when observed in the regular operation of the cBEYONData Software, eliminates the practical adverse effect of the Error.

**1.3 “Technical Contact”** means the person or persons designated by cBEYONData as the initial interface for Error reporting for the Software

#### 2. Support Responsibility

**2.1 Error Reporting.** Customer may report Errors to cBEYONData at the support phone number communicated by cBEYONData to Customer from time to time, which phone number will be available 9:00 AM – 5:00 PM ET, Monday – Friday, except for federal holidays.

#### 2.2 Response Times.

(a) Priority 1 Error. cBEYONData will commence work on verification and resolution of the Error within twenty-four (24) hours of receipt of notification by Customer.

(b) Priority 2 Error. cBEYONData will commence work on verification and resolution of the Error within forty-eight (48) hours of receipt of notification by Customer.

(c) Priority 3 Error. cBEYONData will commence work on verification and resolution of the Error within seventy-two (72) hours of receipt of notification by Customer.

(d) Priority 4 Error. cBEYONData will consider the request for inclusion of an Error Correction in a subsequent release of the cBEYONData Software.



## Exhibit C

### U.S. Government End User Terms of Service

1. Applicability. This Exhibit applies to all instances where the ultimate end user(s) of the cBEYONData Software or Support Services is an agency or employee of the United States Government. If Customer is a prime contractor or subcontractor that is using the cBEYONData Software or Support Services to provide product or services to or for the U.S. Government, Customer must flow this Agreement, including this Exhibit, to such U.S. Government customer.

2. This Exhibit C is an agreement between cBEYONData and any U.S. Government customers or users, as well as any account holders and subscribers who use or access the cBEYONData Software or Support Services on behalf of a U.S. Government agency (each, a “U.S. Government End User”).

3. U.S. Government End User Rights.

(a) All software and any technical data contained in the cBEYONData Software and the Documentation, as well as any Support Services, are “commercial items,” as defined in 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. The use, duplication, reproduction, release, modification, disclosure, or transfer of the cBEYONData Software and the Documentation and any data relating thereto or derived therefrom, and the use of the Support Services, is restricted in accordance with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-2, and 48 C.F.R. §227.7202 as applicable. A third party may resell the cBEYONData Software and/or Support Services to a U.S. Government End User, if and only if, they are licensed to the U.S. Government End User subject to the terms of this Exhibit.

(b) Consistent with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-1 through 48 C.F.R. §227.7102-3, and 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the cBEYONData Software, Documentation, and Support Services are provided to U.S. Government End Users: (i) only as Commercial Items, (ii) with only those rights as are granted to all other users pursuant to this Agreement (except as otherwise noted in this Exhibit), and (iii) the terms of this Agreement are incorporated into any reseller’s, prime contractor’s, or subcontractor’s contract with the U.S. Government or otherwise agreed to by the U.S. Government End User in a way that legally binds the U.S. Government to these terms. This Section 3 is in lieu of, and supersedes, any Federal Acquisition Regulations (“FAR”), the Defense FAR Supplement (“DFARS”), or other clause or provision that addresses U.S. Government rights in computer software or technical data.

4. In recognition of the fact that certain provisions of this Agreement are inapplicable or unenforceable where U.S. Government End Users are involved, cBEYONData agrees that modifications are appropriate. The following provisions of this Agreement do not apply, and, where relevant, are superseded by: (i) the applicable provision of FAR 52.212-4 or other applicable federal procurement regulation, (ii) federal law, such as the Contracts Disputes Act, and/or (iii) the terms of the U.S. Government ordering agreement, as applicable:

- i. Section 4, Orders and Payments
- ii. Section 5.1, Limited Warranties, second sentence concerning breach remedies
- iii. Section 6, Term and Termination
- iv. Section 8, Confidentiality
- v. Section 10.2, Notices
- vi. Section 10.3, Assignment
- vii. Section 10.4, Governing Law, Jurisdiction and Venue
- viii. Section 10.5, Attorney’s Fees
- ix. Section 10.10, Entire Agreement
- x. Section 10.11, Electronic Signature

Further, Section 7, Proprietary Rights, of this Agreement applies to U.S. Government End Users and Customers only to the extent consistent with federal law and the terms of this Exhibit and the Government ordering agreement.

5. Precedence: If there is any conflict between this Exhibit and rest of this Agreement, this Exhibit shall prevail.

## USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

### PREAMBLE

*DCS Consulting Inc., dba, cBEYONData* provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

### COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

*David C. Schmidtknecht, Principal*

*Tel# (703) 966-5831*

*Fax# (800) 498-3168*

*davids@cBEYONData.com*

**BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and DCS Consulting, Inc., dba, cBEYONData enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s)

\_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

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 ordering activity that works better and costs less.

Signatures

\_\_\_\_\_

Ordering ActivityDate

\_\_\_\_\_

DCS Consulting, Inc., dba, cBEYONData Date

**(CUSTOMER NAME) BLANKET PURCHASE AGREEMENT**

**Pursuant to GSA Federal Supply Schedule Contract Number(s), Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):**

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

<b>MODEL NUMBER/PART NUMBER</b>	<b>*SPECIAL BPA DISCOUNT/PRICE</b>
_____	_____
_____	_____
_____	_____

- (2) Delivery:

<b>DESTINATION</b>	<b>DELIVERY SCHEDULES / DATES</b>
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_ .

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this

<b>BPA: OFFICE</b>	<b>POINT OF CONTACT</b>
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) 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 this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.



## **BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements. Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers’ needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.