

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

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2. Amendment/Modification No. P00003	3. Effective Date 2013SEP06	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By ARMY CONTRACTING COMMAND - RI MEGAN M. FRANCIS ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: MEGAN.M.FRANCIS@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6)	Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) FOUR POINTS TECHNOLOGY, L.L.C. 14900 CONFERENCE CENTER DR STE 100 CHANTILLY, VA 20151-3813	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W52P1J-12-A-0018
	<input type="checkbox"/>	10B. Dated (See Item 13) 2012AUG03
Code 1YS78	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
 is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.**

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) JILL M. SOMMER JILL.M.SOMMER.CIV@MAIL.MIL (309)782-3582		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2013SEP06

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SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: MEGAN M. FRANCIS
 Buyer Office Symbol/Telephone Number: CCRC-TA/(309)782-2234
 Type of Contract: Firm Fixed Price
 Kind of Contract: Service Contracts
 Type of Business: Other Small Business Performing in U.S.
 Surveillance Criticality Designator: C
 BPA Expiration Date: 2016MAR02

*** End of Narrative A0000 ***
 BLANKET PURCHASE AGREEMENT
 DOD ENTERPRISE SOFTWARE AGREEMENT (ESA)

In the spirit of the Federal Acquisition Streamlining Act, the U.S. Army Contracting Command-Rock Island (ACC-RI) , on behalf of the U.S. Department of Defense (DoD) Enterprise Software Initiative (ESI) (referred to hereafter as the Government or DoD) and Four Points Technology, L.L.C. (the Contractor) enter into this Blanket Purchase Agreement (BPA), which includes all Attachments (collectively referred to as the BPA or Agreement) .

1. Introduction

1.1 GSA FSS Contract

1.1.1. General Services Administration (GSA) Federal Supply Schedule (FSS) Contract Blanket Purchase Agreements reduce contracting and open market costs such as: search for sources, development of technical documents, solicitations, and the evaluation of offers.

1.1.2. This BPA is entered to reduce the administrative costs of acquiring PTC Inc. (PTC) commercial software products and maintenance services from the GSA FSS Contract GS 35F 0265 (the GSA Schedule).

1.1.3. All orders placed against this BPA are subject to the terms and conditions of the FSS Contract.

1.2 DoD ESI

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

2. Obligation

2.1. Extent of Obligation

2.1.1. The Government is obligated only to the extent of authorized purchases actually made under this Agreement.

2.2. Funds Obligation

2.2.1. This Agreement does not obligate any funds. Funds will only be obligated on each delivery order. Ordering will be decentralized.

3. Authorized Users

3.1. DoD Components

3.1.1. The Agreement is open for ordering by all DoD Components. For the purposes of this Agreement, a DoD component is defined as follows: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Unified Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard, NATO, the Intelligence Community and FMS with a Letter of Authorization.

3.2. GSA / Ordering Organizations

3.2.1. GSA or other applicable ordering organizations/agencies are authorized to place orders under this Agreement on behalf of DoD end users and must comply with DFARS 208.7400

3.3. Government Contractors

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3.3.1. Government contractors performing work for a DoD Component (as defined above) may place Delivery Orders under this Agreement on behalf of and for the benefit of the DoD entity if authorized by their cognizant Contracting Officer in accordance with the requirements of FAR 51 and/or DFARS 251 as appropriate.

4. Term and Survival

4.1. Term

4.1.1. This Agreement shall commence on the effective date, and shall coincide with the period of GSA Schedule GS-35F-0265X. The ordering period for all items under this BPA shall be the same.

4.1.2. GSA Federal Supply Schedule Succession

4.1.3. This BPA is based on the Contractors current GSA 70 schedule contract number GS 35F 0265X. In the event the current GSA 70 schedule contract is canceled or expires and a new GSA 70 schedule contract is awarded, this BPA shall automatically transfer to the new GSA 70 schedule contract to the extent the new schedule contract includes the same scope and items as the canceled or expired GSA contract.

4.2. Annual Review for Best Value

4.2.1. This Agreement shall be reviewed annually to ensure that it still represents a best value.

4.3. Survival

4.3.1. This Agreement shall survive unto Contractor, its Successors, rights and assigns. The terms and conditions in this Agreement shall survive the acquisition or merger of Contractor by or with another entity. Contractor shall ensure these survivorship terms are included in any such merger or acquisition agreement, including a duty on the part of the surviving entity to abide by the terms of this Agreement.

5. Organization of this Agreement

5.1. BPA Structure

5.1.1. This BPA is organized in two major segments:

5.1.1.1 The general terms and conditions, herein.

5.1.1.2 Attachments, Paragraph 16, which represent binding master agreements entered into and made effective at the time of the award of this BPA.

5.2. Order of Precedence

5.2.1. The Order of Precedence for resolving any inconsistency between this Agreement and the GSA Schedule contract terms shall be as specified in the GSA Schedules Commercial Item clause, FAR 52.212-4.

5.2.2. The provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license. The license agreement terms and conditions that shall apply to purchases of software licenses and annual maintenance services under this Agreement are the license and maintenance terms and conditions incorporated in the GSA Schedule, as supplemented by Attachment C-1 and Attachment C-4 to this Agreement.

5.2.3. In the event of any inconsistency between the general terms and conditions of this Agreement and the terms and conditions of any Attachment to this Agreement, the general terms and conditions shall take precedence over the terms and conditions of any Attachment, unless the parties specifically agree in writing that a term or condition of an Attachment has precedence over the corresponding term or condition in the general terms and conditions of the BPA.

5.2.4. All orders placed against this BPA shall incorporate the terms and conditions of this BPA, including all Attachments. In the event of a conflict between an ordering document (including the Contractors license, support, maintenance, or services agreements) and this BPA, the BPA and its Attachments shall take precedence over the Order unless the parties specifically agree in writing that a term or condition of an Order has precedence over the corresponding term or condition in the general terms and conditions of the BPA or its Attachments.

6. Product and Service Offerings

6.1 Catalog

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6.1.1 The Contractor shall make available to all authorized users of this Agreement the products and services contained in Attachment B-1. This includes all PTC Inc. (PTC commercial software products and annual software maintenance services offered under the Contractors GSA Schedule Contract.

6.2 The parties hereby enter the following master agreements to apply to all orders placed under this BPA and are incorporated herein as binding terms and conditions:

AGREEMENT TITLE	SUMMARY	ATT. #
Master Software Agreement Terms and Conditions	To govern the provision and use of all software licensed to the DoD pursuant to this BPA	C-1
Master Software Maintenance Agreement Terms and Conditions	To govern the provision of all maintenance products by the Contractor for all software licensed to the DoD pursuant to this BPA	C-4

6.3 Technology Refreshment / Products and Services Improvement

6.3.1 The Contractor shall propose new products and services to be offered under this Agreement as such new products become commercially available and are added to the GSA Schedule. Proposals shall be submitted by the Contractor and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services, and evidence of inclusion on the GSA schedule. Discounts shall be at the same or greater discount level as provided under the original Agreement product and service prices.

6.3.2 If at any time during the life of this BPA, the Original Manufacturer (OEM) of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include new or revised products that are commercially offered for sale by manufacturer and that are included in the BPA holders GSA Schedule on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with this BPA for most favored prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holders awareness of the OEMs intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality in each case that are not provided under the OEMs annual software maintenance but are offered by OEM for separate purchase, and successor or upgrade products that are offered by OEM for separate purchase. Changes proposed by the Contractor shall become effective only upon written acceptance by the Government.

7. Pricing Terms

7.1. Base Pricing

7.1.1. Prices for PTC commercial software products and annual maintenance services are specified in Attachment B-1. The Contractor shall not charge prices in excess of those listed in this Agreement to authorized buyers under this Agreement.

7.1.2. Prices shall only escalate in accordance with the GSA Economic Price Adjustment clause. The same discount relationship (Discount Percentage off GSA Schedule price) shall be maintained during the term of this Agreement.

7.1.3. The prices in Attachment B-1 will be reviewed annually or as required to determine whether a reduction is appropriate in accordance with section 7.2. Contractor shall include a 2.0% Acquisition, Contracting, and Technical (ACT) Fee in Contractors prices.

7.2. Most Favored Customer

7.2.1. Contractor shall ensure the prices under this BPA are as low as the prices Contractor has under any other contract instrument with any customer under like terms and conditions. If at any time the prices under any other contract instrument with any customer become lower than the prices in this BPA, this BPA will be immediately modified to include the lower prices.

7.3. Additional Price and Discount Terms

The government may secure additional discounts at the time of placing an order. Spot discounts are authorized and encouraged.

7.4. SmartBUY Program Extension

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8.4.1. Office of Management and Budget (OMB) has announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring commercial products and services. If during the term of this Agreement, Contractor and its resellers enter into a government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD under this Agreement, Contractor and its resellers agree to reduce the prices in Attachment B-1 for the remaining term of this Agreement to meet the prices and fees under the SmartBUY agreement, or shall license the products and sell the services under the SmartBUY agreement for the same remaining term of this Agreement, at the discretion of the DoD. Neither the Contractor nor its resellers shall preclude the government from purchasing or licensing commercial products or services under a SmartBUY Agreement.

8. Product and Pricing Data Submission

8.1. Data Submission Format

8.1.1. Contractor shall submit and keep current all product, service and pricing data in the format described in Attachment B-1 (as amended from time to time) for publication in all web and other methods for public and private display and access.

8.1.2. Changes to Contractors products or prices shall only be effective upon receipt of written approval from the Procuring Contract Officer (PCO).

8.2. UNSPSC

8.2.1. The United Nations Standard Products and Services Code (UNSPSC) is a required field in the submission format required by DoD for products and prices. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by GS1 US. The current version is available free as a download at <http://www.unspsc.org>.

9. Ordering

9.1. Ordering Guide N/A9.2. Applicability of FAR and DFARS Provisions

9.2.1. Orders issued against this BPA are subject to the FAR clauses included in the underlying GSA Schedule.

9.2.2. Orders issued against this BPA are subject to the DFARS clauses as indicated by a check mark in Attachment A-2. Additional DFARS clauses may apply to the Delivery Order. The DFARS clauses listed in Attachment A-2 are those in effect as of the effective date of this BPA. Ordering Offices are responsible for incorporating the most current version of the applicable DFARS clauses in the Delivery Order as appropriate.

9.2.3. Any additional DFARS clauses not checked in Attachment A-2 should be considered by the Ordering Offices for inclusion in the Delivery Order.

9.2.4. The Ordering Offices should consider the requirements of the FAR supplement of the end user component (local requirements), as they apply to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the Delivery Order issued by the Ordering Office.

9.3. Web Sites and Electronic Ordering

9.3.1. This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.esi.mil/1> and is publicly accessible. The Government may also post this Agreement to other federal government or DoD web sites, some of which may be publicly accessible.

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

9.3.2.1. On-line ordering may also be accomplished through DoD controlled web sites.

9.3.2.2. The Contractor shall ensure that the product identification data and information relating to PTCs products, technical specifications, services, prices and other information related to this BPA is current, accurate, complete, and delivered by the Contractor in the standard format(s) described in Attachment B-1.

9.3.2.3. The Contractor shall maintain coordinated and integrated hypertext links to the ESI web site from their World Wide Web

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site(s).

9.3.2.4. The Contractor shall provide electronic-commerce (EC)/EDI capabilities and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle.

9.3.2.5. The Contractor shall use its commercially reasonable business efforts to adapt its business processes as technical requirements, environment and architecture evolve.

This BPA may also be loaded into publicly accessible electronic catalog systems of other DoD agencies. This BPA will also be posted to the DoD/ESI website, <http://www.esi.mil>, as part of the ESI program.

9.4. Order Suspension

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

10. Contractor BPA Management Obligations**10.1. Report of Sales**

10.1.1. The Contractor shall provide a Report of Sales to the SPM and the PCO in electronic format within fifteen (15) days following completion of the monthly reporting period, or as otherwise requested by the SPM. \~The report shall be submitted in the standard format shown in Attachment F. \~Sales reports are required even in those instances where no sales are made. \~The SPM or PCO shall provide written approval of each report to the Contractor. \~At the end of each calendar quarter, the written approval provided to the Contractor will be accompanied by a request to remit the ACT fees in accordance with Attachment G.\~The SPM or PCO will provide a copy of the approved quarterly Report of Sales to the DoD Components participating in fee sharing.

10.2. Fees and Payments

10.2.1. The Contractor shall pay the ACT fees to the parties described in Attachment G within 30 days after notification of approval from the applicable SPM or PCO for the sales report required pursuant to section 10.1.

10.3. Centralized Administration

10.3.1. The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this Agreement. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, educating the sales force and submission of monthly/quarterly reports and approved fee payments.

10.4. Records

10.4.1. The Contractor shall maintain archival copies of all orders for the term of the Agreement and for seven (7) years after its expiration or termination. Copies shall be made available to the Government upon request.

10.5. Program Management Reviews (PMR)

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

10.6. Sales Leakage Prevention

10.6.1. The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI vehicles. The Contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this Agreement is the preferred procurement vehicle for the products within. Within sixty (60) days of the effective date of this BPA, Contractor shall submit its plan of action and define the processes required to conform to the requirements of this BPA and shall keep current the plan throughout the Term of this BPA.

10.6.2. The Contractor shall establish a process to regularly audit sales to Government buyers, determine where sales that are to be reserved for the ESI Program are occurring outside the ESI vehicle, and take appropriate action to direct further sales through the ESI vehicle. Results of these audits will be presented as an agenda item during PMRs.

10.7. Marketing and Promotion

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10.7.1. The Contractor shall dedicate reasonable resources to this effort and market and advertise this Agreement, to include advertising the availability and benefits of this Agreement on the Contractors web site, advertising this Agreement at relevant trade shows, participation in DoD Component sponsored events, and promotion through news media geared to Government/DoD IT personnel and leadership.

10.7.2. The Contractor may obtain standardized ESI marketing materials by requesting access from the SPM.

10.7.3. The Contractors use of the ESI logo, seal or emblem shall be limited to materials describing the products and services which are specifically made available under this BPA. ESI reserves the right to review any materials that contain the ESI brand prior to use by the Contractor, and, at a minimum, requires the Contractor to follow these guidelines:

10.7.3.1. Use Only The Approved Master Artwork. Do not alter or distort the appearance of the logo in anyway, for example, by adding new design elements or colors or changing the font. The logo must always look sharp, clean, and well produced.

10.7.3.2. Allow A Minimum Clear Space Around The ESI Logo. Always allow for a minimum clear space around the logo. Never violate the clear space with any graphic elements, words or charts.

10.7.3.3. Maintain Legibility. Never reproduce the logo in a manner that causes the logo to become illegible or blurry, which may happen if the logo is reproduced too small.

10.7.4. All materials made available for public view must include the following statement: The ESI logo/markings is used with permission. ESI procedures are explained in DFARS 208.74 and DoD CIO Guidance and Policy memorandum No. 12-8430 dated July 26, 2000.

11. Indemnity

11.1. Indemnification for Harmful Conduct

11.1.1. To the maximum extent permitted by law, Contractor will defend, indemnify, protect and hold harmless DOD and their respective officers, directors, employees, agents, and Affiliates from and against any and all claims, losses, liens, demands, attorneys' fees, damages, liabilities, costs, expenses, obligations, causes of action, or suits, (collectively Claims) by a third party, that are caused by or arise out of: i)\~any wrongful act or omission, whether active or passive and whether actual or alleged, or willful misconduct of the Contractor or its employees, subcontractors or agents; and ii)\~property loss, damage, personal injury or death, caused by the Contractor, or any of the Contractors employees, subcontractors or agents.

12. Personal Data and Personally Identifiable Information (PII)

12.1. Compliance with Privacy Act

12.1.1. Contractor must comply with the Personally Identifiable Information requirements as set forth in the Privacy Act of 1974, Public Law 93-579, as amended, including all policies and directives issued thereunder including, for example, DoD Directive 5400-11, DoD Program dated May 8, 2007, as may also be amended from time to time or superseded.

13. Termination

13.1. Effect of Termination

13.1.1. Effect of Termination by Contractor. Notwithstanding any termination of this Agreement, by Contractor, including any Attachments to this Agreement, DOD shall have the right to continue use of any PTC software product licenses and documentation that were purchased by a Delivery Order issued prior to the termination of the Agreement as set forth in Section 13.2.1 below.

13.1.2. Surviving Provisions.

13.1.3. The following sections shall survive the termination or expiration of this Agreement: Section 11 (Indemnity), Section 12 (Personal Data and Personally Identifiable Information), Section 13.1 (Effect of Termination), Section 13.2 (Surviving provisions), Section 15 (General Provisions) and any software licenses acquired pursuant to this BPA where usage rights extend beyond the expiration or termination date of this BPA.

14. Relationship of the Parties

14.1. Independent Contractors.

14.1.1. Each party will act solely as an independent contractor. Nothing contained herein will be construed to create the relationship of principal and agent, employer and employee, partners or joint venturers. Neither party assumes any liability for

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personal injury or property damage arising out of the other partys performance of this Agreement.

14.1.2. The Contractor will be responsible for all obligations in this Agreement whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges under orders executed under this Agreement.

15. General Provisions

15.1. YEAR 2000 Compliance

15.1.1. All products provided under this BPA shall be Y2K compliant as defined in FAR 39.106.

15.2. Headings

15.2.1. The section captions and headings used in this Agreement are for reference only, and are not to be construed in any way as terms or be used to interpret the provisions of this Agreement.

15.3. Notices

15.3.1. All notices required under this Agreement will be in writing and will be sent to the Government PCO and the Contractors designated Program Manager for this Agreement at the address set forth on page 1 of this Agreement, unless otherwise agreed to by the parties. Notices are considered to be "issued" when copies are either deposited in the mail, transmitted by facsimile, or sent by other electronic commerce methods, such as email.

15.4. Reference to Days

15.4.1. All references in this Agreement to days will, unless otherwise specified, mean calendar days.

15.5. Severability

15.5.1. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected. In such event, the parties will negotiate a valid, enforceable substitute provision that most nearly achieves the parties original intent in entering into this Agreement or provide an equitable adjustment in the event no such provision can be added.

15.6. Waiver

15.6.1. Neither party's failure to exercise or delay in exercising any of its rights under this Agreement shall constitute or be deemed to constitute a waiver, forfeiture, or modification of such rights or any others. Waiver of a breach of this Agreement shall not be deemed a waiver of any future breach. Any waiver must be in writing and signed by each party's representative.

15.7. Dispute Resolution

15.7.1. In the event of disagreement with respect to any aspect of this Agreement, the parties agree to discuss in good-faith to reach an amicable resolution, and to escalate such resolution process to the appropriate members of their respective management organization who have the power and authority to achieve a successful resolution.

15.8. Entire Agreement

15.8.1. This Agreement, together with all Attachments hereto, Service Delivery Orders, and Delivery Orders, constitutes the entire agreement between DOD and Contractor and supersedes all prior or contemporaneous communications, representations, and agreements, whether oral or written, regarding the subject matter of this Agreement. No modifications of, or amendments to, the terms of this Agreement shall be valid unless in writing and signed by an authorized representative of each party.

16. Attachments

16.1. Attachments List

16.1.1. All attachments to this Agreement will be deemed a part of this Agreement and incorporated herein by reference. Terms defined in this Agreement and used in any Attachment will have the same meaning as in this Agreement.

A Supplemental Pricelist Information and Terms

A-2 FAR/DFARS Clauses

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B-1 Offering Catalog and Price List

C-1 Master Software Agreement

C-4 Master Maintenance Agreement

F Report of Sales Format

G Fees and Payments

17. BPA Points of Contact:

Contracting Office:

Army Contracting Command-Rock Island
ATTN: CCRC-TA
1 Rock Island Arsenal
Rock Island, IL 61299
POC: Jill M. Sommer
Phone: 309.782.3582
Email: <mailto:jill.m.sommer.civ@mail.mil>

Product Leader:
Computer Hardware, Enterprise Software & Solutions (CHESS)
9351 Hall Road Bldg 1456
Fort Belvoir, VA 22060-5527

POC: Keith Copeland
Phone: 703.806.8222
Email: <mailto:james.k.copeland1.civ@mail.mil>

*** END OF NARRATIVE A0005 ***

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0006	ATTACHMENT A - CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS	09-APR-2013	007	DATA
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ATTACHMENT 0006/Exhibit/A

CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

PARAMETRIC TECHNOLOGY CORPORATION (PTC)

PTC LICENSE, WARRANTY AND SUPPORT TERMS

Definitions

Manufacturer means Parametric Technology Corporation (PTC).

Customer means Ordering Activity. For the avoidance of doubt, an Ordering Activity under this BPA may be any activity within the Army or Navy (which includes military, civilian, and contractor personnel) that is authorized to place orders under a GSA Schedules. Additionally, the Ordering Activity may be any authorized Army or Navy Contractor(s) purchasing on behalf of the Army or Navy. The coverage of this definition applies to Continental United States (CONUS) and Outside the Continental United States (OCONUS) sites.

Concurrent User Products means the Licensed Products licensed on a concurrent user basis. Designated Computer means the central processing unit(s) designated by Customer in connection with the installation of the Licensed Products (as may be modified in accordance with this Attachment A).

Designated Country means the country of the installation address specified on the applicable Product Schedule. The Designated Country may be changed only in accordance with this Attachment A.

Designated Network means the network designated by Customer in connection with the installation of the Licensed Products (as may be modified in accordance with this Attachment A).

Designated Server means a computer server designated by Customer in connection with the installation of the Licensed Products (as may be modified in accordance with this Attachment A) that has one unique instance of the applicable installed Licensed Product application.

Designated Server Products means the Licensed Products licensed on a Designated Server basis.

Documentation means the applicable Licensed Software user manuals provided or made available by electronic means at the time of shipment of the Licensed Software.

Error means a failure of the Licensed Software to conform substantially to the applicable Documentation, provided that Customer informs Contractor or Manufacturer of such failure in writing and Contractor through the Manufacturer is able to replicate such failure after making reasonable efforts.

License means the non-exclusive, non-transferable right, without any right to sub-license, to use a Licensed Product during the applicable License Term subject to the terms and conditions hereof and in accordance with the applicable restrictions set forth in the Product Schedule.

License Term means the time period during which the License shall be in effect as specified in the applicable Product Schedule (subject to earlier termination pursuant to the terms hereof).

Licensed Products means collectively the Licensed Software and the Documentation.

Licensed Software means, collectively, the computer software products specified in a Product Schedule as well as (i) any Error corrections pursuant to Attachment A hereof, (ii) any updates, Error corrections and/or New Releases provided to Customer by PTC pursuant to Maintenance Services purchased by Customer and (iii) any computer software provided to Customer in the course PTCs delivery of Training Services.

Maintenance Services means the provision of New Releases and, depending on the level of Maintenance Services ordered, may also include telephone support, web-based support tools, and correction of Errors, all as more fully described on this Attachment A.

New Release means a modified or enhanced version of a Licensed Product that is designated by PTC as a new release of that product and that PTC makes generally available to its Maintenance Services customers.

Permitted User means an individual who is authorized by Customer to use the Licensed Products, such use to be solely in accordance with the terms and conditions hereof. Permitted Users are limited to Customer's employees, consultants, subcontractors, suppliers, business partners and customers who are directly involved in the utilization of the Licensed Products solely in support of Customers internal product development and information management operations. Customer shall at all times be responsible for its Permitted Users compliance with this Attachment.

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Product Schedule means order form as may be submitted by Customer that specifies (i) the Licensed Products and/or Services ordered; and (ii) for Licensed Products, the installation address (including the Designated Country) and the License Term.

Registered User means a Permitted User for whom Customer has purchased a License to use a Registered User Product and for whom Customer has issued a password or other unique identifier to enable such individual to use the Registered User Product.

Registered User Products means the Licensed Products licensed on a Registered User basis. Services means collectively, Maintenance Services and Training Services.

Subscription License Fee or Usage License Fee mean a periodic fee payable beginning upon shipment of Licensed Products that are specified in the applicable Product Schedule as being subject to a Subscription License Fee or Usage License Fee and that, only during the period for which the Subscription License Fee or Usage License Fee is paid, entitles Customer to (i) use the Licensed Products pursuant to the applicable License and (ii) if applicable, receive Maintenance Services at the Maintenance Services level specified in the applicable Product Schedule.

Training Services means instruction or other training in the use of the Licensed Products.

Uplift Fee means a fee based upon the difference between the License fee applicable to installation in the original Designated Country and the License fee applicable to the installation in the Designated Country to which Customer is transferring the Licensed Product.

License to Licensed Products.

License Grant. Contractor grants to Customer a License to install and use the Licensed Products solely for Customers internal product development and information management operations during the applicable License Term. The License shall be subject to the applicable restrictions in this Attachment A, to the other terms and conditions hereof, and to any limitations or other terms and conditions contained in the Product Schedule.

Certain Restrictions on Use Applicable to All Licensed Products. Customer may only install and operate Licensed Products on computer systems and networks situated in the applicable Designated Country. Customer may, from time to time, change the Designated Country in which Customer seeks to install or operate a Licensed Product, provided that (i) in each case Customer shall give prior written notice of any such change, and (ii) upon transferring the Licensed Products to a different Designated Country, Customer shall pay all applicable transfer fees and/or Uplift Fees, as well as any taxes, tariffs or duties that may be payable on such transfer (collectively, the Relocation Charges).

Only Permitted Users may access or operate the Licensed Products. Customer shall not and shall not permit any third party to: (i) modify or create any derivative work of any part of the Licensed Products; (ii) rent, lease, or loan the Licensed Products; (iii) use the Licensed Products, or permit them to be used, for third-party training, commercial time-sharing or service bureau use; (iv) disassemble, decompile, reverse engineer the Licensed Products or otherwise attempt to gain access to its source code; (v) sell, license, sublicense, loan, assign, or otherwise transfer (whether by sale, exchange, gift, operation of law, or otherwise) to a third party the Licensed Products, any copy thereof, or any License or other rights thereto, in whole or in part, without prior written consent; (vi) alter, remove, or obscure any copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices on or in copies of the Licensed Products; and (vii) copy or otherwise reproduce the Licensed Products in whole or in part, except as may be required for their installation into computer memory for the purpose of executing the Licensed Products in accordance with this Attachment A, and except to make a reasonable number of copies solely for back-up purposes (provided that any such permitted copies shall be the property of Manufacturer and shall reproduce all copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices contained in the original copy).

Additional Restrictions on Use Applicable to Concurrent User Products. Customer may only install and operate Concurrent User Products on the applicable Designated Computers or Designated Networks on computer systems and networks situated in the applicable Designated Country. Only Permitted Users located in the Designated Country may access or operate the Licensed Products. Permitted Users who are not employees of Customer shall use the Concurrent User Products on Customers site only. The number of Permitted Users accessing or operating a Concurrent User Product at any point in time may not exceed the number of Licenses in effect at such time for that particular Licensed Product. Customer may, from time to time, change the Designated Computer or the Designated Network for a Licensed Product, and/or the location thereof, provided that in each case (a) Customer shall give prior written notice of any such change, and (b) upon transferring the Licensed Products to a different Designated Country, Customer pays all applicable Relocation Charges.

Additional Restrictions on Use Applicable to Registered User Products. Registered User Products may only be used by Registered Users. Customer may add and/or substitute from time to time new Registered Users as long as the aggregate number of Registered Users does not exceed at any point in time the number of Licenses in effect at such time for that particular Licensed Product and, provided further, that if a person who was previously a Registered User returns to Registered User status, a new License fee must be paid.

Additional Restrictions on Use Applicable to Designated Server Products. Customer may only install and operate Designated Server Products on the applicable Designated Server(s) situated in the applicable Designated Country. Customer may, from time to time, change

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the Designated Server(s) for a Designated Server Product, and/or the location thereof, provided that in each case (a) Customer shall give prior written notice of any such change, and (b) upon transferring the Designated Server Products to a different Designated Country, Customer pays all applicable Relocation Charges.

Warranty; Disclaimer of Warranties.

Warranty. Contractor warrants to Customer that it is authorized to grant the License(s) and that, subject to this Attachment A, for a period of ninety (90) days following initial shipment to Customer or Customers designee of the computer software described in a Product Schedule (the Warranty Period), such computer software will be free from errors.

Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in the task order or delivery order issued.

Warranty Exceptions. Contractor shall have no warranty obligations hereunder with respect to (i) New Releases (for which the terms of Maintenance Services shall apply), (ii) computer software provided to Customer in the course of delivery of Training Services; (iii) any Error attributable to the use of the Licensed Product in an application or environment for which it was not designed or contemplated, or attributable to modifications of the Licensed Product by anyone other than Contractor, Manufacturer or its employees or agents; and/or (iv) Bundled Third Party Products.

Remedy. Contractors and its licensors entire liability and Customers remedy for any breach of the warranty given in Attachment A shall be, at Contractors sole discretion, either to (a) replace the Licensed Product(s) or (b) use diligent efforts to repair the Error. Contractors obligations set forth in the preceding sentence shall apply only if notice of the Error is received within the Warranty Period and Customer supplies such additional information regarding the Error as may be reasonably requested. If Contractor does not replace the applicable Licensed Product(s) and/or does not repair the Error (either by providing a bug fix, a workaround or otherwise) within a reasonable time after notice of the Error and associated information from Customer is received by Contractor through the Manufacturer, Contractor will provide a refund of the license fees paid by Customer for the applicable Licensed Product(s) upon return of such Licensed Product(s) and any copies made thereof.

Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS ATTACHMENT A, CONTRACTOR DISCLAIMS (AND CUSTOMER WAIVES) ALL WARRANTIES, INCLUDING NON- INFRINGEMENT, AND/OR ANY WARRANTY THAT CUSTOMER WILL ACHIEVE ANY PARTICULAR RETURN ON INVESTMENT. THE LICENSED PRODUCTS ARE INTENDED TO BE USED BY TRAINED PROFESSIONALS AND ARE NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT, TESTING, SAFETY AND UTILITY. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY RESULTS OBTAINED FROM USING THE LICENSED PRODUCTS, INCLUDING THE ADEQUACY OF INDEPENDENT TESTING OF RELIABILITY AND ACCURACY OF ANY ITEM DESIGNED USING LICENSED PRODUCTS. Contractor does not warrant that the operation or other use of the Licensed Products will be uninterrupted or error free or will not cause damage or disruption to Customers data, computers or networks. Contractor disclaims all warranties of any kind, express or implied, with respect to Sun Software, Oracle Software and any Bundled Third Party Products, and if any such products are supplied by Contractor through the Manufacturer, they are provided without any warranties except as expressly stated above.

Maintenance Services

Maintenance Plan; Levels of Maintenance Services. Contractor through the Manufacturer shall provide Maintenance Services in accordance with these terms for a time period of twelve (12) months or for such other period specified in Customers order (a Maintenance Plan). All Maintenance Services are provided subject to Customers payment for such services. If Customer does not order Maintenance Services to commence on shipment of the Licensed Product(s) and on a continuing basis thereafter, and subsequently wishes to obtain Maintenance Services, Customer must pay (i) the then current fees for Maintenance Services and (ii) the fees for Maintenance Services for any period for which Customer has not purchased Maintenance Services. With respect to Registered User Products, annual Maintenance Services ordered by Customer must cover all Licenses granted to Customer for such Licensed Products. Contractor through the Manufacturer is obligated to provide Maintenance Services only during periods for which Customer has paid the applicable Maintenance fees and only in accordance with the level of Maintenance Services Customer has purchased. Notwithstanding the foregoing, PTC will remain obligated to perform services during the entire period of any Maintenance Plan for which PTC has accepted an order from Customer.

(a) Telephone Support. If Customer purchases Maintenance Services at a level that includes telephone support, Customer may utilize Manufacturers telephone support service to report problems and seek assistance in use of the Licensed Products. The hours during which telephone support will be provided vary depending upon the level of Maintenance Services ordered by Customer. Regardless of the total number of the Licensed Products licensed by Customer. Customer is entitled to telephone support only in direct connection with Licenses that are covered by a Maintenance Plan at a level that includes telephone support.

(b) Repair of Errors. If Customers Maintenance Plan includes repair of Errors, Contractor through the Manufacturer shall use diligent efforts to repair Errors or provide workarounds, provided notice of the Error is received during the term of a Maintenance Plan and Customer supplies such additional information regarding the Error as may be reasonably requested.

(c) New Releases. Contractor through the Manufacturer will provide Customer with one copy of each New Release for each Licensed Product for which Customer is entitled to Maintenance Services at the time the applicable language version of the New Release is made generally available. Contractor reserves the right to charge a nominal amount for computer media, shipping and handling with respect

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to New Releases. Following shipment of the New Release, the previous release shall remain current for purposes of this Attachment for a period of ninety (90) days; thereafter only such New Release will be current.

(d) Exclusions.

(1) Contractor through the Manufacturer is not obligated to perform investigation and/or repair of Errors (i) found by Manufacturer to be in other than a current, unaltered release of the Licensed Products; (ii) caused by Customers modification of the Licensed Product or use thereof in combination with software not provided by Contractor or Manufacturer; (iii) caused by improper or unauthorized use of the Licensed Products; or (iv) due to external causes such as, but not limited to, power failures or electric power surges.

(2) Contractor through the Manufacturer shall only be responsible for responding to problems reported by one of the two (2) technical contacts for Customers main location (which technical contacts and main location have previously been identified in writing by Customer), and for sending New Releases to the Central Support Location designated by Customer in writing. Customer is responsible for the distribution of New Releases to any of Customers additional locations where Licensed Products are authorized to be used. Customer is responsible for providing in writing the name, address, phone number, fax number, and e-mail address for each of Customers designated contacts and Customers Central Support Location.

(3) Contractor through the Manufacturer is not obligated to perform any Maintenance Services with respect to modifications or customizations of the Licensed Products, nor with respect to any developments resulting from Customers use, development or customization of functionality contained within the Licensed Products, all of which are Customers sole responsibility.

Third Party Component Terms

Sun Components

The following terms apply to software and documentation provided by Sun Microsystems, Inc. (Sun) to the extent any Sun software or documentation (Sun Software) is included in the Licensed Products, including without limitations Java™ Runtime Environment, Java Naming and Directory Interface™ 1.2.1, JavaMail™ 1.2, JavaBeans™ Activation Framework 1.0.1, Java™ Secure Socket Extension 1.0.2, and Java™ Software Developers Kit:

Customer may not modify the Java Platform Interface (JPI, identified as classes contained within the java package or any subpackages of the java package), by creating additional classes within the JPI or otherwise causing the addition to or modification of the classes in the JPI. In the event that Customer creates an additional class and associated API(s) which (i) extends the functionality of a Java platform and (ii) is exposed to third party software developers for the purpose of developing additional software which involves such additional API, Customer must promptly publish broadly an accurate specification for such API for free use by all developers. However, this publication requirement does not apply to Customers who do not expose any such additional API to third party software developers for the purpose of developing additional software which involves such additional API. Sun Software is confidential copyrighted information of Sun and title to all copies is retained by Sun and/or its licensors. Sun Software is not designed, licensed or intended for use in the design, construction, operation or maintenance of any nuclear facility and Sun expressly disclaims any implied warranty of fitness for such uses.

SUN SOFTWARE MAY NOT BE FAULT TOLERANT AND WHEN USED IN CONNECTION WITH EQUIPMENT OR SYSTEMS IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, THE FAILURE OF THE LICENSED PRODUCTS COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

Sun disclaims all express or implied conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, except to the extent that these disclaimers are held to be legally invalid. To the extent not prohibited by law, in no event will Sun or its licensors be liable for any lost revenue, profit or data, or for direct, indirect, special, consequential, incidental or punitive damages, however caused and regardless of the theory of liability, arising out of or related to the use of or inability to use Sun Software, even if Sun has been advised of the possibility of such damages.

Oracle Components

The following terms apply to software and documentation provided by Oracle Corporation (Oracle) to the extent any Oracle software or documentation is included in or with the Licensed Products (the Oracle Software): Customer understands and agrees that the Oracle Software may only be used in conjunction with the Licensed Products and that Customer will not modify the Oracle Software or publish the results of any benchmark tests run on the Oracle Software.

Open Source Components

If any open source software is included in the Licensed Products, such open source software is identified in the notices which accompany the Licensed Products. The warranty and support services provided herein apply to such open source software and are provided by Contractor through the Manufacturer alone and not by the original licensor. The original licensor of the open source software provides it on an as is basis and without any liability whatsoever to Customer.

Name of Offeror or Contractor: FOUR POINTS TECHNOLOGY, L.L.C.**Bundled Third Party Product Terms**

Certain third party products that are provided with the License Products are provided under a separate license directly from the manufacturer of the applicable third party products (Bundled Third Party Products). Use of third party products is optional. Customer agrees and acknowledges that, to the extent that any such Bundled Third Party Products are provided with the Licensed Products: (i) such Bundled Third Party Products are provided on an as-is, pass-through basis, and as such are provided to Customer without warranty, indemnification, support or other representation by Contractor or Manufacturer; (ii) Contractor bears no liability with respect to such Bundled Third Party Products and Maintenance Services for such software will be provided at Contractor or Manufacturers discretion; and (iii) Customer may be required to purchase new versions of such Bundled Third Party Products as they become available and supported by their respective manufacturer.

Currently the following Bundled Third Party Products are provided by Contractor through the Manufacturer with certain of the Licensed Products as integrated components or as optional applications by separate purchase:

- Adobe\ 'ae Acrobat\ 'ae Reader. Customer agrees that any copies of Adobe\ 'ae Acrobat\ 'ae Reader it receives from Contractor through the Manufacturer are subject to the terms and conditions of the Adobe\ 'ae Systems Incorporated Electronic End-User License Agreement for Adobe\ 'ae Acrobat\ 'ae Reader included therewith.

- Citrix Systems Presentation Manager and Lakeside Software SysTrack are available as optional applications furnished with certain Arbortext Licensed Products. Customer agrees that any copies of Citrix Systems Presentation Manager and/or of Lakeside Software SysTrack it purchases from Contractor are subject to the terms and conditions of the respective Citrix Systems and Lakeside Software license agreements furnished therewith.

New Releases of Manufacturer Licensed Products may be accompanied by additional Bundled Third Party Products.

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ATTACHMENT 0007/A-2 FARS/DFARS CLAUSES:

1.1. Orders issued against this BPA are subject to the clauses included in the underlying GSA Schedule and the additional DFARS clauses listed below that are incorporated by reference in this BPA. Ordering Offices should consider the requirements of DFARS and the FAR supplement of the end user component, as it applies to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the delivery order issued by the Ordering Office.

1.1.1. The following FAR/DFARS clauses and provisions are hereby incorporated by reference with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will make their full text available.

1.1.2. Also, the full text of a clause may be accessed electronically at these addresses:

1.1.2.1. <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

1.1.2.2. <http://acquisition.gov/comp/far/index.html>

1.1.2.3. <http://farsite.hill.af.mil/>

1.2. 252.204-7000 Disclosure of Information (DEC 1991)

1.3. 252.204-7004 Alternate A (SEP 2007) - substitute paragraph (a) of this clause for paragraph (a) of the clause at FAR 52.204-7 -Central Contractor Registration (APR 2008)

1.4. 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)

1.5. 252.232-7009 Mandatory Payment by Government-wide Commercial Purchase Card (DEC 2006)

1.6. 252.232-7010 Levies on Contract Payments (DEC 2006)

1.7. 252.246-7000 Material Inspection and Receiving Report (MAR 2008)

1.8. 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (JAN 2009)

1.8.1. The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause, which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

1.8.2. The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses, which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.219-7003 Small Business Subcontracting Plan (DoD Contracts (APR 2007) (15 U.S.C. 637).

252.219-7004 Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

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- 252.225-7021 Trade Agreements (NOV 2008) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- 252.225-7036 (i) Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2009)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) Alternate I (OCT 2006) of 252.225-7036.
- 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- 252.247-7023 (i)Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) Alternate I (MAR 2000) of 252.247-7023.
- (iii) Alternate II (MAR 2000) of 252.247-7023.
- (iv) Alternate III (MAY 2002) of 252.247-7023.
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

1.8.3. In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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ATTACHMENT 0009/C-1 - MASTER SOFTWARE AGREEMENT TERMS AND CONDITIONS

1.1.1. This Master Software Agreement Terms and Conditions (the MSA or Agreement) is made and entered into as of _____ (the Effective Date) by and between PTC Inc. (Publisher) and Army Contracting Command- Rock Island on behalf of the entire Department of Defense (Licensee or DoD). TO BE PROVIDED BY CONTRACTOR.

1. Applicability of the MSA

1.1. This MSA shall apply to the Publisher software products (Software or Products) licensed by Licensee and annual maintenance services (Maintenance) ordered from Four Points Technology, L.L.C. (Contractor) pursuant to an ESI BPA # _____ (the BPA) between DoD and Contractor under GSA Schedule GS-35F-0265X (the Schedule) and all BPA Attachments. Licensee may place orders under this MSA by issuing Delivery Order documents in accordance with the ordering procedures of the Schedule and BPA.

1.2. Delivery Orders issued hereunder will specify the processes for delivering and receiving Software, as well as the details of the License terms and conditions. The license agreement terms and conditions shall be those set forth in Attachment A to the Schedule, the Contractor Supplemental Price List Information and Terms, which terms shall include the Publisher Software Products Licensing Basis table and Schedule of Third Party Terms (which documents are hereinafter collectively referred to as the License or EULA). Notwithstanding the foregoing, the terms, conditions and responsibilities of the parties regarding Software licenses and Maintenance specified in this Agreement take precedence over any conflicting terms and conditions of the License and/or in any Delivery Order issued hereunder or in Contractors click-wrap software license agreements furnished with the Software to enable installation, whether or not attached to this MSA or a Delivery Order.

1.3. Attached hereto is the Schedule version of Publishers License to be used for orders placed under the BPA, including Publishers Software Products Licensing Basis table and Schedule of Third Party Terms. Modification of these documents made to the Schedule to incorporate terms applicable to new or revised Publisher products will apply to purchases of such products made under this Agreement.

2. License Grants

2.1. At the time a DoD component wishes to place an order for Publishers Products or Maintenance, the DoD component and Contractor shall execute a Delivery Order specifying the license grant details, including the license type, unit of measure and units ordered.

2.2. Publisher acknowledges that DoD and its users shall not be bound by the terms of a click wrap license or end user terms in Contractors EULA that conflict with the terms of this MSA.

3. Evaluation of the Software.

3.1. If Licensee wishes to evaluate any Software generally available from Publisher, Licensee may order trial Software which Licensee may use for trial non-production purposes only.

3.2. Licensees right to use such Software shall be at no additional charge and shall be: (i)\-subject to the terms of this License for the period of the evaluation, (ii)\-used solely for trial non-production purposes only, and (iii)\-on an AS IS basis, without warranties or Maintenance Services of any kind. Publisher shall specify the duration of time for the evaluation. Following the end of the evaluation period, Licensee will cease using and will delete any such trial software from its computer systems and/or return any such trial software to Contractor.

4. US Government Configuration Baseline

4.1. Publisher has been granted a Certificate of Networthiness (CoN) for the Products included in this BPA and therefore requirements under the US Government Configuration Baseline shall not apply. Additional Products submitted by Publisher and accepted by DoD for inclusion in the BPA can be added to the BPA by amendment.

5. Net-Centricity

5.1. Publisher has been granted a Certificate of Networthiness (CoN) for the Products included in this BPA and therefore requirements under Net-Centricity shall not apply. Additional Products submitted by Publisher and accepted by DoD for inclusion in the BPA can be added to the BPA by amendment.

6. Section 508 of the Rehabilitation Act Compliance

6.1. All Products provided under this BPA and MSA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site

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<http://www.section508.gov>. The Publishers Section 508 compliance information can be obtained by the Publisher.

7. Intellectual Property Rights and Data Ownership.

7.1. New Program Features. If DoD suggests any new features, functionality or performance for the Products and based upon such suggestions Publisher subsequently incorporates new features, functionality or performance into its Products (New Features), such New Features, if made available by Publisher as a Product enhancement under Maintenance purchased by DoD hereunder, shall be available to DoD under such Maintenance at no additional charge to DoD.

7.2. Data Ownership. The DoD information furnished to Publisher (DoD Data) belongs to DoD and Publisher makes no claim to any right of ownership in it. If Publisher is granted access to DoD Data, Publisher agrees to keep the DoD Data confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to confidential information and the confidentiality of U.S. Government furnished information. Upon DoDs request, for any reason whatsoever, Contractor must promptly return all DoD Data in Contractors possession in the format in which DoD originally provided it.

8. Functionality Protection.

8.1. If during the period in which Publisher is required to offer Maintenance services under a delivery order for Maintenance in accordance with Attachment C-4, Publisher shall have ceased providing Maintenance services for a Product to its customer base in general; or if a new release of a Product no longer performs a material function contained in the prior release of the Products or the licensed version currently used by the DoD (hereafter, the "Unsupported Program") during a period in which DoD would have been entitled to Maintenance services in accordance with Attachment C-4, then Publisher will continue to deliver, at no additional cost to DoD, Maintenance on the Unsupported Program for the duration of the DoD delivery order for such Maintenance.

8.2. For a minimum period of one year from the date of shipment of a New Product as defined in Section 8.3 below to the DoD, Publisher or Contractor shall extend support to the DoD for such New Product under the same terms and conditions as are offered to its other licensees for the New Product. The choice to purchase support under such terms will be at the discretion of the DoD.

8.3. Functionality Replacement and Extended Support.

If, during the term of this Agreement, (i)~Publisher discontinues support for any Product licensed to DoD hereunder (the Discontinued Product), and (ii) the functionality of the Discontinued Product is repackaged into another~Publisher Product (the New Product), and (iii) DoD is at such time on a Maintenance plan with respect to the Discontinued Product,~Publisher will provide DoD with one license copy of the New Product for each license of the Discontinued Product owned by DoD with no further license fee, provided that the New Product is substantially similar in price, features, and functionality and the DoD returns, destroys, or ceases use of the Discontinued Product.~ If the New Product contains additional functionality, then the DoD can purchase the New Product at a mutually negotiated fee determined at that time.

The Publisher will provide Maintenance services for the New Product for the duration of DoDs purchase order for Maintenance services following replacement of the Discontinued Product.

8.4. Reserved.

8.5. Reserved.

8.6. Discontinuance. Publisher will give DOD one hundred eighty (180) days advance written notice before Publisher or its authorized Resellers discontinue Maintenance support of any Product.

9. Delivery.

9.1. Delivery. Publishers delivery of the Products to DoD shall be by electronic download or as otherwise specified in Delivery Orders, FOB Destination.

9.2. Title and Risk of Loss. Publisher agrees that DoD will deal directly with Publisher or Contractor on any claims for transit loss or damage and that DoD shall not be required to assert any claims for loss or damage against the common carrier or insurers.

9.3. Return Charges. All Products returned by DoD to Publisher or Contractor under a breach of warranty claim under the warranty provision of the License, and all replacement or repaired Products shipped by Publisher or Contractor to DoD to replace Products under warranty will be at Publisher's or Contractors risk and expense, including transportation charges (round trip charges for replacement or repaired Publisher Products).

10. Audit

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10.1. Notwithstanding Publisher audit provisions to the contrary, DoD may perform an internal audit of Software use and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses, users and subscription parameters in use. Upon Publisher written request, DoD will provide audit reports to Publisher from Licensees internal audit records. Notwithstanding anything to the contrary in this Section 10.1, to confirm DoDs compliance with the terms and conditions of this MSA, DoD agrees that Publisher may perform usage assessments with respect to DoDs use of the Software. DoD agrees, subject to Publisher compliance with DoD security policies in effect at a particular facility, to provide Publisher access to DoDs facilities and computer systems, and cooperation from DoDs employees and contractors, as reasonably requested by Publisher in order to perform such assessments, all during normal business hours, and after reasonable prior notice from Publisher.

10.2. For any period in which DoDs use of the Products exceeds the number and/or the scope of the licenses in effect during such period for such Product, DoD agrees to pay for any such excess usage, including applicable Product license and Maintenance fees, and without limiting any other rights or remedies to which it is entitled, failure to pay shall be grounds for termination of this MSA by Publisher and/or Contractor.

11. Publisher Warranties, Disclaimers, Exclusive Remedies.

11.1. Intellectual Property Warranty. Publisher represents and warrants that, as of the Effective Date:

11.1.1. Publisher has full power and authority to grant DoD the rights granted herein or in any Delivery orders issued hereunder including the right to use, display and distribute each Product to the extent set forth in the License and this Agreement or any Delivery Order issued hereunder and that each Product is free of any and all restrictions, settlements, judgments or adverse claims;

11.1.2. Publisher has obtained all necessary licenses for DoD to any third party software (including without limitation, all open source licenses) provided with each Product and Publisher either (a) has included in the License all third party terms that are applicable to the Products available under this Agreement or (b) Publisher will include applicable third party terms in quotes issued under this Agreement; any orders issued by DoD in response to any such quotes will include those terms;

11.1.3. Publisher complies with and shall continue to comply with all third party licenses (including, without limitation, all open source licenses) associated with any third party software provided with each Product;

11.1.4. To the extent any third party software is provided with a Product, DoDs use of such Product as provided by Publisher and in accordance with the terms and conditions of the License, this Agreement or any Delivery Orders issued hereunder will not be in conflict with any third party license requirements and will satisfy all conditions on use, modification or distribution of any such third party software without the need for any additional, unanticipated action or license fees on DoDs part;

11.1.5. DoD does not and will not need to procure any rights or licenses to any patents or other third-party intellectual property rights to use as intended in this Agreement, the License, and in or any Delivery Orders issued hereunder, the Product delivered by Publisher; provided, however, DoD acknowledges and agrees that Publisher is not responsible for providing licenses to the third party operating system, database, and other components of any kind of the DoDs required operating environment for the Product. Publisher is responsible solely for furnishing the Products as they are defined in Publishers documentation.

11.1.6. The Product does not constitute and, to the best of Publishers knowledge, will not constitute a misuse or misappropriation of the trade secrets of any third party;

11.1.7. Any Marks on the Product or its packaging do not infringe any third party trademark rights;

11.1.8. The Product and the use thereof, does not infringe on any US patent, copyright, trade secret or other proprietary right of any third party and that Publisher is not aware of any facts upon which such a claim for infringement could be based;

11.1.9. The Product will not (i)\~contain lock out devices or have any virus, disabling device, time bomb, trojan horse, back door or any other harmful component, (ii)\~replicate, transmit or activate itself without control of a person operating the computing equipment on which it resides, (iii)\~intentionally alter, damage or erase any data or other computer programs without control of a person operating the computing equipment on which it resides or (iv)\~contain any code, key, node lock, time-out or other function whether implemented by electronic, mechanical or other means which restricts or may restrict use or access to programs or data based on residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria; provided, however, that Publisher shall be entitled to include in the Products a license key and/or other security measures that activate the Programs for use in accordance with this Agreement, the License or any Delivery Orders issued hereunder, or other security measures or timing mechanisms for licenses that operate on a term basis for the duration of the use period specified in the Delivery Order for such

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Products, which license key or security measures or timing mechanism shall not be deemed disabling code and shall not be deemed a virus or other code in violation of this sub-paragraph.

11.1.10. If Publisher breaches this Intellectual Property Warranty, DoDs exclusive remedy, and Publishers sole liability, shall be the infringement indemnification provided by Publisher. Notwithstanding the foregoing, DoD is solely responsible for its use of the Products in compliance with the License and this Agreement, and shall be solely responsible for any breach by DoD of such terms. Publisher assumes no liability and provides no indemnification for any breach by DoD of any of the terms of the License or this Agreement.

11.2. Program Warranty. Publishers warranty is set forth in the License and this Agreement.

11.3. Non-complying Product. In the event DoD makes a claim that Publisher has breached its warranty obligation as set forth in the License with respect to a Product during the warranty period specified in the License, DoD will notify Publisher and the parties will proceed as set forth in Section 11.4 below.

11.4. Publisher Remedies. Licensee must report to Publisher in writing any claimed breach of the warranty during the relevant warranty period. Publisher shall use commercially reasonable efforts to correct or provide a workaround for reproducible Errors that are the cause of a breach of the warranty; if Publisher is unable to make the Software operate as warranted within a reasonable time considering the severity of such Error and its impact on Licensee, Licensee shall be entitled to return the Software to Publisher and recover the fees paid by Licensee to Publisher for the license to such Software as set forth in the License.

12. License Assignment and Transfer

12.1. Assignment and transfer rights are as set forth in the License.

In Witness whereof, the parties have caused this License to be executed by their duly authorized representatives effective as of the Effective Date.

Signatures will be provided by email.

Publisher:

PTC, INC.

By _____

Name: William J. Pidgeon

Title: VP, Corporate Contracts Counsel

Date:

US ARMY CONTRACTING COMMAND-ROCK ISLAND

On behalf of the US Department of Defense (DoD)

By _____

Name: JILL M. SOMMER

Title: Contracting Officer

Date:

Name of Offeror or Contractor: FOUR POINTS TECHNOLOGY, L.L.C.

ATTACHMENT 0010/C-4 - SOFTWARE MAINTENANCE

This Software Maintenance Agreement Terms and Conditions (the Agreement) is made and entered into as of _____ (the Effective Date) by and between PTC Inc. (Contractor) and _____ [enter DoD Component name] on behalf of the entire Department of Defense (Licensee or DoD).

1. Applicability of the Agreement

1.1. This Agreement shall apply to the Software Maintenance obligations of Contractor for Software licensed to DoD under the ESI Blanket Purchase Agreement (the BPA) and related Delivery Orders when DoD purchases Software Maintenance under the BPA.

1.2. Delivery Orders issued hereunder will specify the processes for delivering and receiving orders for Software Maintenance, as well as the details of the specific Maintenance packages offered by Contractor and procured by DoD. Notwithstanding the foregoing, the terms, conditions and responsibilities of the parties regarding Contractor Software Maintenance specified in this Attachment C-4 take precedence over any conflicting terms and conditions in the Delivery Order or in Contractors Software Maintenance terms and conditions which are stated in the License in Attachment C-1 to the BPA.

2. Maintenance of Programs

2.1. Term of Performance

2.1.1. The term of this Attachment C-4 shall remain in effect during the term of the BPA, including any renewal terms agreed upon by the parties, for licenses procured by DoD through Delivery Orders issued under the Master Software Agreement (Attachment C-1) and which include a purchase of Software Maintenance from Contractor.

2.2. Contractors Responsibilities

2.2.1. Software Maintenance consists of Contractors Software maintenance services described in the GSA Schedule as further specified in this Attachment C-4. Contractor shall have the following obligations with regard to Software Maintenance provided to DoD under Delivery Orders issued hereunder:

2.2.1.1. Contractor shall maintain and provide DoD a schedule of planned and available Software releases, versions, enhancements, updates, fix packs, and other Software Maintenance related changes on a regular basis, no less than once annually. The form shall be that used by the Contractor to inform its general customer base.

2.2.1.2. For a purchase of Software Maintenance at a level of support that includes the items identified in this paragraph 2.2.1.2, Contractor shall make available said Software releases, versions, enhancements, updates; fix packs and other Software Maintenance related changes to the Software, including documentation and installation instructions that are provided in a New Release package that is furnished to all such Software Maintenance customers, for shipment or electronic download to DoD on a timely basis at no additional charge beyond the price for the Software and the Software Maintenance specified in the applicable Delivery Orders for Software and Software Maintenance.

2.2.1.3. In the event that the proper installation of New Releases, versions, upgrades, fix packs, and other Software updates by DoD cause existing, unmodified Software covered by the existing Software Maintenance Plan to stop functioning properly, DoD will request and Contractor shall supply technical support via Contractors Software Maintenance telephone help line and/or website. Proper installation means installation by DoD in accordance with instructions provided by Contractor in the documentation furnished with the New Release.

2.2.1.4. Contractor shall update documentation in the format in which it provides such to all of its Software Maintenance customers with each New Release, version, enhancement, update, fix pack, and other Software Maintenance related changes within a commercially reasonable time for delivery to DoD.

2.2.2. DoD Responsibilities

2.2.2.1. DoD shall be responsible for properly installing and applying new Software releases, versions, upgrades, fix packs, and other Software updates for Software covered by Software Maintenance .

2.2.2.2. DoD shall provide sufficient information and/or files to enable Contractor to replicate and diagnose any reported Software problem.

2.2.2.3. DoD shall identify a designated contact person and an alternate who are trained in the operation of the

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Software at an advanced level. These individuals shall (1) log all requests for Software Maintenance assistance and (2) act as the central point of contact for managing all Software Maintenance issues for the relevant DoD component.

3. Program Enhancements.

Under the period of Software Maintenance purchased:

3.1. On an ongoing basis, Contractor will maintain a database of Software issues reported by Software Maintenance customers using the Software with respect to any Errors that prevent the Software from operating in accordance with its applicable documentation.

3.2. Contractor will provide DoD with New Releases that include fixes to Errors as set forth in subparagraph 3.3 below.

3.3. Under a Software Maintenance plan that includes the items identified in this subparagraph 3.3, Contractor will provide to DoD the following as they become available: (i)~ All New Releases of the Software containing Error corrections or new features or functionality that Contractor makes generally available to customers who have purchased Software Maintenance at the same level purchased by DoD and (ii)~Contractors standard documentation for such New Releases in printed or electronic form.

3.4. Delivery of New Releases shall include: (i)~the updated Software; (ii)~instructions for installing and updating the existing release of the Software; and (iii)~a list of the installation requirements for the New Release. The most current version of Software shall be provided online in electronic form via download (i.e., electronic delivery). Contractor shall be responsible for the costs of making the New Release of the Software available to DoD. DoD shall be responsible for its own costs of retrieval of the New Release of the Software.

3.5. In the event that the proper installation of New Releases by DoD in accordance with the instructions in the release documentation causes existing, unmodified Software that are then under Software Maintenance coverage at the version level specified in the release documentation to stop functioning in accordance with their documentation, DoD will log a case for technical support and Contractor will provide assistance under Software Maintenance.

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ATTACHMENT 0012/G - FEES AND PAYMENTS

1. GSA Industrial Funding Fee (IFF). The BPA unit prices include the applicable GSA IFF. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.
2. Acquisition, Contracting, and Technical (ACT) Fee. The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities.
 - 2.1 The ACT fee is 2% and is included for all software products, the initial maintenance coverage period, software maintenance as a service, system maintenance services and other related services and/or training.

For purposes of this document, the term software means a collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).

Software maintenance as a service creates, designs, implements, and/or integrates customized or configured changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are deliverable-based and charged in arrears.

System maintenance services include system maintenance services for software maintenance associated with proprietary hardware systems. It can also include software support associated with middleware, proprietary application programming interface (API) specific to one or more devices within a particular manufacturer's product range or similar types of software maintenance as deemed appropriate by the ESI Team.

The ACT fees shall be remitted and distributed in accordance with sections 3 and 4 of this document.

- 2.2 There is no ACT Fee charged for the renewal of software maintenance as a product.

For the purposes of this document, the term renewal means the continuation of software maintenance in the subsequent coverage periods following the initial maintenance period.

Software maintenance as a product may be referred to by other terms, such as software assurance, or software support. The term software maintenance includes any service provided in support of Commercial Off the Shelf (COTS) software for a defined period of time by a software publisher or reseller to provide software patches, bug fixes, new releases, product upgrades, etc., and any related support services to ensure the proper functioning of a software product.

For some vendors, software maintenance might also include other no charge support that is 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 and email support (includes tiers 1,2,& 3 support) and/or web-based general technical support for users self diagnostics. Software maintenance for the purposes of this document does NOT include the creation, design, implementation, configuration, integration, etc. of a software package. These examples are considered software maintenance as a service.

3. Remittance of Fees. The contractor shall remit the ACT fee on a calendar quarterly basis (i.e. January March, April June, July September, and October December) or as otherwise requested by the Software Product Manager (SPM). Payment is due thirty (30) days following approval of the Report of Sales for the completed quarter. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, Interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

4. Fee Distribution. The Army, Air Force, DLA, DISA and Navy are participating in a fee-sharing program. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Army, Air Force, DLA, DISA, Navy or DOD as appropriate. Marine Corps sales are reported under the Navy designation. Fee checks shall not be issued until written approval is received for the Report of Sales.

- 4.1 ALL SALES:

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. For example, an Air Force order issued against an ESI agreement managed by the Navy results in one half (or 1%) of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Navy will retain the entire 2% fee under orders issued for Navy activities or those activities that do not collect a fee under the ESI agreements managed by the Navy. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the

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instructions herein. The amount of ACT Fee due the Navy shall be calculated at 1% for Army sales, 1% for Air Force sales, 1% for DLA sales, 1% for DISA sales and 2% for all other sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashiers check made payable to Treasurer of the United States. No transmittal letter is required with submission of Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment:

BPA (fill in applicable #)

DoD (fill in name of agreement) Enterprise Software Agreement

ACT Fee

For US Postal Service mail or USPS Express Mail, send check to:

SPAWAR Systems Center Pacific

Attn: Susan Ellison

Code 55390, Bldg 91

53560 Hull Street

San Diego, CA 92152-5001

For Federal Express, United Parcel Service, DHL or Other Courier Services, send check to:

SPAWAR Systems Center Pacific

Shipping and Receiving

Receiving Officer (OT 7)

Attn: Susan Ellison

Code 55390, Bldg 91

4297 Pacific Hwy.

San Diego, CA 92110

Email a copy of the ACT Fee remittance check to the SPM (susan.m.ellison8.civ@mail.mil).

4.2 ARMY SALES:

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

The contractor shall remit ACT Fee to the address provided below by corporate or cashiers check made payable to Treasurer of the United States. Checks must be notated with the following information:

BPA (W52P1J-12-A-0016, W52P1J-12-A-0017, W52P1J-12-A-0018)

SCP Fee Reimbursement

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

Send check and transmittal letter to:

Project Director, Computer Hardware, Enterprise Software and Solutions (PD CHESS)

PEO Enterprise Information Systems

SFAE-PS-SCP (Attn: Miguel Campos)

9350 Hall Road, Bldg 1445

Fort Belvoir, VA 22060

Email a copy of the check and letter electronically to:

PEOEIS.PDCHESS.VndrRpts@us.army.mil

miguel.a.campos22.civ@mail.mil

james.k.copeland1.civ@mail.mil

4.3 AIR FORCE SALES:

The amount of ACT Fee due the Air Force shall be calculated at 1% of all Air Force sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashiers check made payable to 3801-LI. Checks must be notated with the following information:

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ESI-SW Fee Sharing

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

Send check and transmittal letter to:

Defense Finance and Accounting Service
Disbursing Operations Directorate
FOR: 3801-Limestone Field Site
8899 E 56th Street
Indianapolis, IN 46249-9339

Email a copy of the check and transmittal letter to: <mailto:AFPEO.EIS.HIJI.Financials@gunter.af.mil>

Please include with the above documents the Customer Usage Check Report (CCR) and Delivery Order Status Report (DOSR) or the Report of Sales (per BPA requirements)

Subject Line Format of e-mail shall be as follows:

Contract Number with hyphens, Sales Reports Month Year, Contract Name, and Contractor Name
[Example: FA0000-00-A-0000, Sales Report June 2010, ESI SW, Vendor, Inc.]

4.4 DLA SALES

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

The contractor shall remit ACT Fee to the address provided below by corporate or cashiers check made payable to Treasurer of the United States. No transmittal letter is required with submission of DLA fee checks.

Checks must include the following information to ensure proper crediting of the payment:

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DoD (fill in name of agreement) Enterprise Software Agreement
Quarterly ACT Fee

Send check to:

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

Or email a copy of the check to:

Defense Logistics Agency
Attn: Susan Lizzi, J-654
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6221
Email: <mailto:Susan.Lizzi@dla.mil>

4.5 DISA SALES

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

The contractor shall remit ACT Fee to the address provided below by corporate or cashiers check made payable to Treasurer of the United States. Checks must be notated with the following information:

BPA (W52P1J-12-A-0016, W52P1J-12-A-0017, W52P1J-12-A-0018)
DoD (fill in name of agreement) Enterprise Software Agreement
Quarterly ACT Fee

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

Send check and transmittal letter to:

DFAS-CO
Finance and Accounting Office

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Attn: Disbursement Office (Tom Triplett)
3990 East Broad St., Bldg. 21
Columbus, Ohio 43213

Direct questions to Jonnice Medley, 301-225-8081

Email a copy of the check and transmittal letter to: <mailto:jonnice.medley@disa.mil>.

*** END OF NARRATIVE J0001 ***