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|---|--|---|---|---|--|-------------------------------|--|-----------------------------------|-------------------|-----------------------|-----------------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM Offeror To Complete Block 12, 17, 23, 24, & 30 | | | | 1. Requisition Number SEE SCHEDULE | | Page 1 Of 46 | | | | | |
| 2. Contract No. W52P1J-13-A-0015 | | 3. Award/Effective Date 2013SEP27 | | 4. Order Number | | 5. Solicitation Number | | 6. Solicitation Issue Date | | | |
| 7. For Solicitation Information Call: | | A. Name ANGELINE A GRAFF | | | B. Telephone Number (No Collect Calls) (309)782-1540 | | 8. Offer Due Date/Local Time | | | | |
| 9. Issued By ARMY CONTRACTING COMMAND - RI ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 | | | Code W52P1J | 10. This Acquisition is <input type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For: <input type="checkbox"/> Small Business <input type="checkbox"/> Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> Economically Disadvantaged Women-Owned Small Business (EDWOSB) <input type="checkbox"/> Service-Disabled Veteran-Owned Small Business NAICS: <input type="checkbox"/> 8(A) Size Standard: | | | | | | | |
| 11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule | | 12. Discount Terms | | <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700) | | | 13b. Rating DOA6 | | | | |
| 15. Deliver To SEE SCHEDULE | | | Code | 16. Administered By ARMY CONTRACTING COMMAND - RI ROCK ISLAND ARSENAL ROCK ISLAND IL 61299 | | | | | | Code W52P1J | |
| 17a. Contractor/Offeror DLT SOLUTIONS LLC 13861 SUNRISE VALLEY DR STE 400 HERNDON, VA 20171-6126 | | | Code 0SOH9 | Facility | 18a. Payment Will Be Made By DFAS-COLUMBUS DFAS-CO/JAIQBAC ATTN: ROCK ISLAND P. O. BOX 182316 COLUMBUS OH 43218-2316 | | | | | | Code HQ0303 |
| <input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer | | | <input type="checkbox"/> 18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum | | | | | | | | |
| 19. Item No. | 20. Schedule Of Supplies/Services | | | | 21. Quantity | 22. Unit | 23. Unit Price | | 24. Amount | | |
| | SEE SCHEDULE | | | | | | | | | | |
| (Use Reverse and/or Attach Additional Sheets As Necessary) | | | | | | | | | | | |
| 25. Accounting And Appropriation Data | | | | | | | 26. Total Award Amount (For Govt. Use Only) \$0.00 | | | | |
| <input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda | | | | | <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. | | | | | | |
| <input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda | | | | | <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. | | | | | | |
| <input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return 2 Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified. | | | | | <input type="checkbox"/> 29. Award Of Contract: Ref. Offer Dated. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items: | | | | | | |
| 30a. Signature Of Offeror/Contractor | | | | 31a. United States Of America (Signature Of Contracting Officer) /SIGNED/ | | | | | | | |
| 30b. Name And Title Of Signer (Type Or Print) | | 30c. Date Signed | | 31b. Name Of Contracting Officer (Type Or Print) JILL M. SOMMER JILL.M.SOMMER.CIV@MAIL.MIL (309)782-3582 | | | 31c. Date Signed 2013SEP27 | | | | |

| 19. Item No. | 20. Schedule Of Supplies/Services | 21. Quantity | 22. Unit | 23. Unit Price | 24. Amount |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
| | | | | | |

32a. Quantity In Column 21 Has Been

Received Inspected Accepted, And Conforms To The Contract, Except As Noted: _____

| | | | | | |
|---|------------------------|---|---|-----------------------------|-----------------------|
| 32b. Signature Of Authorized Government Representative | | 32c. Date | 32d. Printed Name and Title of Authorized Government Representative | | |
| 32e. Mailing Address of Authorized Government Representative | | 32f. Telephone Number of Authorized Government Representative | | | |
| | | 32g. E-Mail of Authorized Government Representative | | | |
| 33. Ship Number | 34. Voucher Number | 35. Amount Verified Correct For | 36. Payment | | 37. Check Number |
| <input type="checkbox"/> Partial <input type="checkbox"/> Final | | | <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final | | |
| 38. S/R Account No. | 39. S/R Voucher Number | 40. Paid By | | | |
| 41a. I Certify This Account Is Correct And Proper For Payment | | 42a. Received By (Print) | | | |
| 41b. Signature And Title Of Certifying Officer | | 41c. Date | | 42b. Received At (Location) | |
| | | | | 42c. Date Rec'd (YY/MM/DD) | 42d. Total Containers |

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SUPPLEMENTAL INFORMATION

Buyer Name: ANGELINE A GRAFF
 Buyer Office Symbol/Telephone Number: CCRC-TA/(309)782-1540
 Type of Contract: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: C
 BPA Expiration Date: 2017MAR31

*** End of Narrative A0000 ***

BLANKET PURCHASE AGREEMENT GENERAL TERMS AND CONDITIONS

1. Introduction

Federal Acquisition Streamlining Act:

In the spirit of the Federal Acquisition Streamlining Act, the Army Contracting Command-Rock Island, on behalf of the U.S. Department of Defense (DoD) Enterprise Software Initiative (ESI) (referred to hereafter as the Government or DoD) and DLT Solutions, LLC (the Contractor) enter into this Blanket Purchase Agreement, which includes all Attachments (collectively referred to as the BPA or Agreement) as of the effective date identified in Block 3 of the SF 1449 (the "Effective Date").

GSA FSS Contract:

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.

This BPA is entered to reduce the administrative costs of acquiring commercial products and services from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract(s) [GS-35F-4543G] (the FSS Contract).

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

DoD ESI:

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

Extent of Obligation:

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

Funds Obligation:

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

3. Authorized Users

DoD Components:

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.

GSA / Ordering Organizations:

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.

Government Contractors:

Government contractors performing work for a DoD Component (as defined above) may place Delivery Orders under this Agreement on

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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

Term:

This Agreement shall commence on the Effective Date, and shall continue in force for a period of up to 5 years after such date, unless otherwise terminated as provided herein and is contingent on maintaining or renewing a GSA FSS Schedule. The ordering period for all items under this BPA shall be the same.

GSA Federal Supply Schedule Succession:

This BPA is based on the Contractors current GSA 70 schedule contract number GS-35F-4543G. 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.

Annual Review for Best Value:

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

Survival:

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

BPA Structure:

This BPA is organized in two major segments:

- A. The general terms and conditions herein
- B. Exhibits and Attachments, which are binding agreements entered into and made effective at the time of the award of this BPA. All attachments to this Agreement will be deemed part of this Agreement and incorporated into Section J. Terms defined in this Agreement and used in any Attachment will have the same meaning as in this Agreement.

The Exhibits and Attachments are set forth as follows:

| EXHIBIT | TITLE |
|---------|--|
| A | Exhibit A, Google Apps For Government Via Reseller Agreement |
| B | Exhibit B, Contract Management Deliverables |

| ATTACHMENT | TITLE |
|------------|---|
| A-2 | Applicable FAR and DFARS provisions |
| B | Cloud Offerings and Price List |
| C | BPA-Attachment C-Master EaaS Subscription Agreement |
| G | Fees and Payments |
| H | Cloud Services/EaaS Requirements |

Order of Precedence:

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

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 order of precedence is as follows:

Attachment C takes precedence over Exhibit A. Attachment C and Exhibit A take precedence over Attachment H.

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

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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.

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

The Contractor shall make available to all authorized users of this Agreement the products and services contained in Attachment B.

The Master EaaS Subscription Agreement, Attachment C, is applicable to products and services ordered under this BPA and applies to all orders placed against it. The summary of Attachment C is to govern the provision of EaaS for software licensed to DoD.

Changes proposed by the Contractor shall become effective only upon written acceptance by the Government.

7. Pricing Terms

Base Pricing:

Prices for commercial products and services are specified in Attachment B. The Contractor shall not charge prices in excess of those listed in this Agreement.

Prices shall not escalate and are not subject to upward adjustment during the term of this Agreement.

The 2.0% Acquisition, Contracting, and Technical (ACT) Fee is included in the Contractors prices.

Additional Price and Discount Terms:

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

SmartBUY Program Extension:

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 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

Data Submission Format:

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

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

UNSPSC:

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

Ordering Guide:

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The Contractor shall post the Ordering Guide on its web site.

The Contractor shall immediately notify the Contracting Officer in the event of any changes to Contractor POC information, Contractor physical address, Contractor web address, or any other relevant information in the Ordering Guide.

Applicability of FAR and DFARS Provisions:

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

Orders issued against this BPA are subject to the DFARS clauses as indicated by a check mark in Attachment A. Additional DFARS clauses may apply to the Delivery Order.

The DFARS clauses listed in Attachment A 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.

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

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.

Web Sites and Electronic Ordering:

—

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. 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.

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

The Contractor shall ensure that the data and information relating to Contractors 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.

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

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.

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.

Order Suspension:

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

10. Contractor BPA Management Obligations

Report of Sales:

—

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 Exhibit B. 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.

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Fees and Payments:

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 9.

Centralized Administration:

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.

Records:

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.

Program Management Reviews (PMR):

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.

Sales Leakage Prevention:

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.

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

Marketing and Promotion:

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.

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

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:

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.

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.

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.

All materials made available for public view must include the following statement: The ESI logo/marketing 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.

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11. Indemnity

Indemnification for Harmful Conduct:

—
To the maximum extent permitted by law, to include FAR Section 52.212-4(u), 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)

Compliance with Privacy Act:

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 there under 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

Effect of Termination:

—
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 Products and Documentation that were purchased by a Delivery Order issued prior to the termination of the Agreement.

Surviving Provisions:

—
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 (Effect of Termination), Section 13 (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

Independent Contractors:

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

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

YEAR 2000 Compliance:

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

Headings:

—
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.

Notices:

All notices required under this Agreement will be in writing and will be sent to the Government PCO and the Contractors designated

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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.

Reference to Days:

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

Severability:

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.

Waiver:

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.

Dispute Resolution:

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.

Entire Agreement:

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.

*** END OF NARRATIVE A0001 ***

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CONTRACT CLAUSES

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|-------------------------------|-------------|
| 1 | 52.232-37 | MULTIPLE PAYMENT ARRANGEMENTS | MAY/1999 |

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LIST OF ATTACHMENTS

| <u>List of Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|------------------------|--|-------------|------------------------|-----------------------|
| Exhibit A | EXHIBIT A, GOOGLE APPS FOR GOVERNMENT VIA RESELLER AGREEMENT | 10-SEP-2013 | 009 | DATA |
| Exhibit B | EXHIBIT B, CONTRACT MANAGEMENT DELIVERABLES | 19-SEP-2013 | 008 | EMAIL |
| Attachment 0001 | A-2 APPLICABLE FAR AND DFARS PROVISIONS | 20-SEP-2013 | 003 | DATA |
| Attachment 0002 | B CLOUD OFFERINGS AND PRICE LIST | 12-SEP-2013 | 008 | DATA |
| Attachment 0003 | C BPA-ATTACHMENT C- MASTER EAAS SUBSCRIPTION AGREEMENT | 10-SEP-2013 | 009 | DATA |
| Attachment 0004 | G FEES AND PAYMENTS | 19-SEP-2013 | 004 | DATA |
| Attachment 0005 | H CLOUD SERVICES/EAAS REQUIREMENTS | 20-SEP-2013 | 003 | DATA |

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Exhibit A, Google Apps for Government via Reseller Agreement

This Google Apps for Government via Reseller Agreement (the Agreement) is entered into by and between Google Inc., a Delaware corporation, with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043 (Google) and ENTER CUSTOMERS FULL LEGAL NAME, a ENTER TYPE OF ENTITY formed under the laws of ENTER STATE/JURISDICTION with an address at ENTER CUSTOMER ADDRESS (Customer). This Agreement will be effective as of the date signed by Google below (the Effective Date). This Agreement governs Customers access to and use of the Service.

1. Services.

1.1 Facilities. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. Google has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data.

1.2 Federal Information Security Management Act (FISMA). The Google Apps Core Services received a FISMA Authorization to Operate for a Moderate impact system. Google will continue to maintain a System Security Plan (SSP) for the Google Apps Core Services, based on NIST 800-53 Rev. 3, or a similarly applicable standard. If Google does not maintain this SSP as stated, Customers sole and exclusive remedy, and Googles entire liability, will be Customers ability to terminate the Agreement upon thirty days prior written notice.

1.3 Modifications.

a. To the Services. Google may make commercially reasonable changes to the Services, from time to time. If Google makes a material change to the Services, Google will inform Customer, provided that Customer has subscribed with Google to be informed about such change.

b. To URL Terms. Google may make commercially reasonable changes to the URL Terms from time to time. If Google makes a material change to the URL Terms, Google will inform Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console, or will alert Reseller. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Google via the Help Center within thirty days after receiving notice of the change. If Customer notifies Google as required, or Reseller notifies Google on Customers behalf, then Customer will remain governed by the terms in effect immediately prior to the change until the end of the then-current term for the affected Services. If the affected Services are renewed, they will be renewed under Googles then current URL Terms.

1.4 Customer Domain Name Ownership. Prior to providing the Services, Google or Reseller may verify that Customer owns or controls the Customer Domain Names. If Customer does not own, or control, the Customer Domain Names, then Google will have no obligation to provide Customer with the Services.

1.5 Ads.

a. Default Setting. The default setting for the Services is one that does not allow Google to serve Ads. Customer or Reseller may change this setting in the Admin Console, which constitutes Customers authorization for Google to serve Ads. If Customer or Reseller enables the serving of Ads, it may revert to the default setting at any time and Google will cease serving Ads.

b. Generally. Ads will comply with the AdWords Guidelines. Except as stated otherwise under this Agreement, Google will neither contact the End Users directly through email, nor authorize a third party to contact the End Users directly by email, for advertising purposes. If Google is authorized to serve Ads, any revenue generated from the display of Ads will be retained by Google and will not be subject to any revenue sharing.

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1.6 Google Apps Vault. If Customer purchases Google Apps Vault, the following additional terms apply:

a. Retention. Google will have no obligation to retain any archived Customer Data beyond the retention period specified by Customer (other than for any legal holds). If Customer does not renew Google Apps Vault, Google will have no obligation to retain any archived Customer Data.

b. Partial Provisioning. If the number of End User Accounts Customer purchases for Google Apps Vault is less than the number of End User Accounts Customer purchases (or has previously purchased) for Google Apps for Government Customer may not use more End User Accounts of Google Apps Vault than it has purchased. Google may audit Customer's account at any time to ensure that Customer is not violating this Section. If Google determines that Customer is violating this Section, Customer will be in material breach of this Agreement.

2. Customer Obligations.

2.1 Compliance. Customer will use the Services in accordance with the Acceptable Use Policy. Google may make new applications, features or functionality available from time to time through the Services, the use of which may be contingent upon Customers agreement directly or through Reseller to additional terms. In addition, Google will make other Non-Google Product Terms and the applicable product-specific Google terms of service. Customer can enable or disable the Non-Google Apps Products at any time through the Admin Console. Customer agrees that its use of the Domain Service is subject to its compliance with the Domain Service Terms.

2.2 Aliases. Customer or Reseller is solely responsible for monitoring, responding to, and otherwise processing emails sent to the abuse and postmaster aliases for Customer Domain Names but Google may monitor emails sent to these aliases for Customer Domain Names to allow Google to identify Services abuse.

2.3 Customer Administration of the Services. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer and Reseller are responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Googles responsibilities do not extend to the internal management or administration of the Services for Customer and that Google is merely a data-processor.

2.4 End User Consent. Customers Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customers access, monitoring, use and disclosure of this data and Google providing Customer with the ability to do so, and (ii) Google to provide the Services.

2.5 Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services, and to terminate any unauthorized use. Customer or Reseller will promptly notify Google of any unauthorized use of, or access to, the Services of which it becomes aware.

3. Requesting End User Accounts/ Services Term. Requesting End User Accounts, as well as initial and renewal terms for the Services, are to be decided upon between Customer and Reseller.

4. Payment. Customer will pay Reseller for the Services. As a result, all payment terms are to be decided upon between Customer and Reseller.

5. Technical Support Services.

5.1 By Customer. Customer or Reseller will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customers or End Users use of the Services. Customer or Reseller will use commercially reasonable efforts to resolve support issues before escalating them to Google.

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5.2 By Google. If Customer or Reseller cannot resolve a support issue consistent with the above, then Customer or Reseller (as applicable based on the agreement between Google and Reseller) may escalate the issue to Google in accordance with the TSS Guidelines. Google will provide TSS to Customer or Reseller (as applicable) in accordance with the TSS Guidelines.

6. Suspension.

6.1 Of End User Accounts by Google. If Google becomes aware of an End Users violation of the Agreement, then Google may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with Googles request to Suspend an End User Account, then Google may do so. The duration of any Suspension by Google will be until the applicable End User has cured the breach which caused the Suspension.

6.2 Emergency Security Issues. Notwithstanding the foregoing, if there is an Emergency Security Issue, then Google may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If Google Suspends an End User Account for any reason without prior notice to Customer, at Customers request, Google will provide Customer the reason for the Suspension as soon as is reasonably possible.

7. Confidential Information.

7.1 Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

7.2 Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

7.3 Required Disclosure: Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

7.4 Third Party Requests. Customer is responsible for responding to Third Party Requests. Google will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request in a manner permitted by law; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first use the Admin Tool to access the required information, and will contact Google only if it is insufficient for Customer's needs.

8. Intellectual Property Rights; Brand Features.

8.1 Intellectual Property Rights. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the others content or any of the others intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Google owns all Intellectual Property Rights in the Services.

8.2 Display of Brand Features. Google may display only those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features into the Services), and only within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Service Pages to indicate that the Services are provided by Google. Neither party may display or use the other party's Brand Features beyond what is allowed in this Agreement without the other party's prior written consent.

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8.3 Brand Features Limitation. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.

9. Restrictions on Use. Unless Google specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; or (e) use the Services to store or transfer any Customer Data that is controlled for export under the International Traffic in Arms Regulations (ITAR). Customer is solely responsible for any applicable compliance with HIPAA.

10. Publicity. Customer agrees that Google may include Customer's name or Brand Features in a list of Google customers. Customer also agrees that Google may verbally reference Customer as a customer of the Google products or services that are the subject of this Agreement. This section is subject to Section 8.3.

11. Government Purposes. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Services is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, including technical data or manuals, is governed by the terms and conditions contained in this Agreement, which is Google's standard commercial license agreement.

12. Representations, Warranties and Disclaimers.

12.1 Representations and Warranties. Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable (including applicable security breach notification law). Google warrants that it will provide the Services in accordance with the applicable SLA. Customer represents and warrants that it is a state, city, or federal government entity.

12.2 Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. GOOGLE MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

13. Term and Termination.

13.1 Term. The term for the Services will be as decided upon between Reseller and Customer. This Agreement will remain in effect for the Term.

13.2 Termination for Breach. Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this agreement more than two times notwithstanding any cure of such breaches.

13.3 Effects of Termination. If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) Google will provide Customer or Reseller access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Google's then-current rates for the applicable Services; (iii) after a commercially reasonable period of time, Google will delete Customer Data by removing pointers to it on Google's active servers and overwriting it over time; and (iv) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

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14. Indemnification and Third Party Claims.

14.1 By Customer. Any third party claims against Google stemming from (i) Customer Data or Customer Domain Names; (ii) Customer brand features infringing on or misappropriating any patent, copyright, trade secret, or trademark of a third party; or (iii) Customers use of the Services in violation of the Acceptable Use Policy shall be governed by the procedures and limitations set forth in the U.S. Federal Tort Claims Act or applicable Federal law.

14.2 By Google. Google will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys fees) arising out of a third party claim that Googles technology used to provide the Services or any Google Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall Google have any obligations or liability under this Section arising from: (i) use of any Services or Google Brand Features in a modified form or in combination with materials not furnished by Google, and (ii) any content, information or data provided by Customer, End Users or other third parties.

14.3 Possible Infringement.

a. Repair, Replace, or Modify. If Google reasonably believes the Services infringe a third party's Intellectual Property Rights, then Google will: (a) obtain the right for Customer, at Googles expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.

b. Suspension or Termination. If Google does not believe the foregoing options are commercially reasonable, then Google may suspend or terminate Customer's use of the impacted Services. If Google terminates the impacted Services, then Google will notify Customer or Reseller, or both.

14.4 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that partys prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTYS INTELLECTUAL PROPERTY RIGHTS.

15. Limitation of Liability.

15.1 Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

15.2 Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO RESELLER FOR THE SERVICES DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

15.3 Exceptions to Limitations. These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

16. Miscellaneous.

16.1 Notices. Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and (b)notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

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16.2 Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

16.3 Change of Control. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).

16.4 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

16.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

16.6 Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

16.7 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

16.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

16.9 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

16.10 Governing Law.

a. For State and City Government Entities. If Customer is a city or state government entity, then the parties agree to remain silent regarding governing law and venue.

b. For Federal Government Entities. If Customer is a federal government entity then the following applies: This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law: (i) the laws of the State of California (excluding California's choice of law rules) will apply in the absence of applicable federal law; and (ii) FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

c. For All other Entities. If Customer is any entity not set forth in Section 16.10(a) or (b) then the following applies: This Agreement is governed by California law, excluding that states choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

16.11 Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement.

16.12 Survival. The following sections will survive expiration or termination of this Agreement: Section 7, 8.1, 13, 14, 15 and 16.

16.13 Entire Agreement. This Agreement, and all documents referenced herein, is the parties entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. If Customer is presented with a similar agreement on the same subject matter upon its log in to use the Services, this Agreement supersedes and replaces that agreement. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.

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16.14 Interpretation of Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Agreement, and the terms located at any URL.

16.15 Counterparts. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

17. Definitions.

Acceptable Use Policy means the acceptable use policy for the Services available at http://www.google.com/a/help/intl/en/admins/use_policy.html or such other URL as Google may provide.

Admin Account(s) means the administrative account(s) provided to Customer by Google, or to Reseller by Customer, for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which Google will provide to Customer or Reseller.

Admin Console means the online tool provided by Google to Customer for use in reporting and certain other administration functions.

Administrators mean the Customer-designated technical personnel who administer the Services to End Users on Customers behalf.

Ads means online advertisements displayed by Google to End Users.

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

Brand Features means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

Confidential Information means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customers Confidential Information.

Core Content (also referenced by VAR or CSP as core data) means the following subsets of Customer Data stored while permanently at rest and as further detailed in Googles FISMA security authorization package:

GMail: messages and attachments;

Google Calendar: events and descriptions of events;

Google Docs: content authored by the owner or collaborators of the doc, not including content hosted on (i) other Google products not referenced in Core Content or (ii) other third party websites;

Google Talk: archived on the record Talk conversations.

Customer Data means data, including email, provided, generated, transmitted or displayed via the Services by Customer, or Reseller on behalf of Customer.

Customer Domain Names mean the domain names owned or controlled by Customer, which will be used in connection with the Services.

Domain Service means a service provided by Google to Customer purely for Customers convenience, where Customer may, through a Google-provided interface, register domain names through, or transfer domain names to, Registrar Partners (as defined in the Domain Service Terms).

Domain Service Terms means the terms at: http://www.google.com/a/help/intl/en/admins/domain_service_terms.html or other such URL as

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may be provided by Google.

Emergency Security Issue means either: (a) Customers use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other customers use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

End Users means the individual's Customer permits to use the Services.

End User Account means a Google-hosted account established by Customer through the Services for an End User.

Google Apps Core Services means the following components of the Services: Gmail, Google Calendar, Google Contacts, Google Docs, Google Groups, Google Talk, Google Sites, as well as the supporting general support system.

Help Center means the Google help center accessible at <http://www.google.com/support/or> other such URL as Google may provide.

High Risk Activities means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

Intellectual Property Rights means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

Non-Google Apps Products means Google products which are not part of the Services, but which may be accessed by End Users using their End User Account login and password. The Non-Google Apps Products are set forth at the following URL: <http://www.google.com/support/a/bin/answer.py?hl=en&answer=181865> or such other URL as Google may provide.

Non-Google Apps Product Terms means the terms found at the following URL: http://www.google.com/apps/intl/en/terms/additional_services.html or such other URL as Google may provide from time to time.

Notification Email Address means the email address designated by Customer to receive email notifications from Google. Customer may provide a Reseller email address for this purpose if it so chooses. Customer may change this email address through the Admin Console.

Reseller means the Google Apps reseller Customer is paying to provide access to and use of the Services.

SDN List is the US Treasury Departments List of Specially Designated Nationals.

Service Pages mean the web pages displaying the Services to End Users.

Services means, as applicable, the Google Apps for Government Services and Google Apps Vault provided by Google and used by Customer under this Agreement. The Services are as described here: http://www.google.com/a/help/intl/en/users/user_features.html or other such URL as Google may provide. For the purposes of this Agreement, the Google Apps Core Services are listed in the definition of Google Apps Core Services above.

SLA means the Service Level Agreement located here: http://www.google.com/apps/intl/en/terms/reseller_sla.html or such other URL as Google may provide from time to time.

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Suspend means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

Term means the term of the Agreement, which will begin on the Effective Date and continue for as long as Customer is receiving Services from Google, unless terminated earlier pursuant to the Agreement, or pursuant to Customer's agreement with Reseller.

Third Party Request means a request from a third party for records relating to an End Users use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

TSS means the technical support services provided by Google to the Administrators during the Term pursuant to the TSS Guidelines.

TSS Guidelines means Googles technical support services guidelines then in effect for the Services. TSS Guidelines are at the following URL: <http://www.google.com/a/help/intl/en/admins/tssg.html> or such other URL as Google may provide.

URL Terms means the Acceptable Use Policy, the SLA and the TSS Guidelines.

IN WITNESS WHEREOF, the parties have executed this Agreement by persons duly authorized as of the date signed by Google below.

| | |
|------------------------|------------------------|
| <u>Google Inc.</u> | <u>Customer:</u> |
| By: _____ | By: _____ |
| (Authorized Signature) | (Authorized Signature) |
| _____ | _____ |
| (Print Name) | (Print Name) |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

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Attachment A-2 Applicable FAR and DFARS Provisions

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 (SEP 2011)(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 Payment 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. 2553a).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools 9JUN) (10 U.S.C. 2533a).

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- 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).
- 252.225-7021 Trade Agreements (AUG 2013) (19 U.S.C.3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003)(22U.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--Free Trade Agreements--Banlance 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 (JUN 2013) (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013)(10 U.S.C. 2321).
- 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (Jun 2012)(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 (DEC 2012) (10 U.S.C. 2410).
- 252.247-7023 (i)Transportation of Supplies by Sea(Jun2013) (10 U.S.C. 2410)
(ii) Alternate I(MAR2000)of 252.247-7023.
(iii) Alternate II(MAR2000) of 252.247-7023.
(iv) Alternate III(MAR2000)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 52.215-5),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 (JUN 2013)

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(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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Name of Offeror or Contractor: DLT SOLUTIONS LLC

Attachment B Cloud Offerings and Price List

*PLEASE NOTE: PERIOD OF PERFORMANCE, DATE OF AWARD - 31 DEC 2013: (CLINS 0001, 0003, 0004) CANNOT BE ORDERED AT THIS TIME AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. THESE ITEMS ARE REQUIRED TO BE ADDED TO DLT SOLUTIONS LLC, GSA CONTRACT GS-35F-4543G PRIOR TO ORDERING. CLIN 0002 IS IDENTIFIED ON GSA CONTRACT GS-35F-4543G AND MAY BE ORDERED.

*CLIN 0001 RI-EAAS-BPA-BUNDLE *\$35.64 User/Year
This CLIN encompasses Attachment H
Requirements Paragraphs 1.1 through 1.13
and Paragraph 2.

Prorated Price: \$2.97 User/Month-
effective the first day of each month.

Period of performance is Date of Award-
31 Dec 2013.

CLIN 0002 DLT PART NO 9901-0334 \$16.80 User/Year
Google Apps-Single user cost for Google Apps
Premier Edition, 12 Months. GOV version
exclusively for U.S. Federal, State and
local government customers-GAPSPREMIUSER12MOGO
GAPSPREMIUSER12MOGOV.

This CLIN encompasses Attachment H Requirements
Paragraphs 1.1 through 1.13 and Paragraph 2 with
the EXCEPTION of paragraphs 1.8, 1.11.9 and
1.12 which are offered below to enhance this CLIN.

Prorated Price: \$1.40 User/Month-
effective the first day of each month.

Period of performance is Date of Award-
31 Dec 2013.

*CLIN 0003 DLT PART NO 1002-0000 *\$13.08 User/Year
ZL Unified Archive Selective Crawling
and Records Management ZL-UA.

This CLIN encompasses Attachment H paragraph
1.8 Government Records and paragraph 1.12
Features Reinstated Email Accounts; This is a
selective crawling and Records Management cloud
service. Users will have the option of labeling
individual emails as records in their mailbox,
which will be discovered, captured, and classified as
records accordingly in the ZL UA environment.
500 MB / user offers a Lite version to allow users to
selectively convert email content into DoD
5015.2 managed records.

Prorated Price: \$1.09 User/Month-
Effective the first day of each month.

Period of performance is Date of Award-
31 Dec 2013.

*CLIN 0004 DLT PART NO 9723-0003 *\$5.76 User/Year
Penango for Google Apps for Government
PWC-G-FULL-GH;

This CLIN encompasses Attachment H
paragraph 1.11.9 Digitally Sign and Encrypt Email,
documents and stored files as necessary from both

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|---------------------------|--|----------------------|

Name of Offeror or Contractor: DLT SOLUTIONS LLC

thick and thin browser clients.

Prorated Price: \$0.48 User/Month-

Effective the first day of each month.

Period of performance is Date of Award-

31 Dec 2013.

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Name of Offeror or Contractor: DLT SOLUTIONS LLC

PLEASE NOTE: PERIOD OF PERFORMANCE, 1 JAN 2014-31 DEC 2014: (CLINS 0005, 0007, 0008) CANNOT BE ORDERED AT THIS TIME AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. THESE ITEMS ARE REQUIRED TO BE ADDED TO DLT SOLUTIONS LLC, GSA CONTRACT GS-35F-4543G PRIOR TO ORDERING. CLIN 0006 IS IDENTIFIED ON GSA CONTRACT GS-35F-4543G AND MAY BE ORDERED.

*CLIN 0005 RI-EAAS-BPA-BUNDLE *\$36.12 User/Year

This CLIN encompasses Attachment H Requirements Paragraphs 1.1 through 1.13 and Paragraph 2.

Prorated Price: *\$3.01 User/Month-effective the first day of each month.

Period of performance is 01 Jan 2014-31 Dec 2014.

CLIN 0006 DLT PART NO 9901-0334 \$17.28 User/Year

Google Apps-Single user cost for Google Apps Premier Edition, 12 Months. GOV version exclusively for U.S. Federal, State and local government customers-GAPSPREMIUSER12MOGO GAPSPREMIUSER12MOGOV.

This CLIN encompasses Attachment H Requirements Paragraphs 1.1 through 1.13 and Paragraph 2 with the EXCEPTION of paragraphs 1.8, 1.11.9 and 1.12 which are offered below to enhance this CLIN.

Prorated Price: \$1.44 User/Month-effective the first day of each month.

Period of performance is 01 Jan 2014-31 Dec 2014.

*CLIN 0007 DLT PART NO 1002-0000 *\$13.08 User/Year

ZL Unified Archive Selective Crawling and Records Management ZL-UA.

This CLIN encompasses Attachment H paragraph 1.8 Government Records and paragraph 1.12 Features Reinstated Email Accounts; This is a selective crawling and Records Management cloud service. Users will have the option of labeling individual emails as records in their mailbox, which will be discovered, captured, and classified as records accordingly in the ZL UA environment. 500 MB / user offers a Lite version to allow users to selectively convert email content into DoD 5015.2 managed records.

Prorated Price: \$1.09 User/Month-Effective the first day of each month.

Period of performance is 01 Jan 2014-31 Dec 2014.

*CLIN 0008 DLT PART NO 9723-0003 *\$5.76 User/Year

Penango for Google Apps for Government PWC-G-FULL-GH;

This CLIN encompasses Attachment H paragraph 1.11.9 Digitally Sign and Encrypt Email, documents and stored files as necessary from both thick and thin browser clients.

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Prorated Price: \$0.48 User/Month-
Effective the first day of each month.

Period of performance is 01 Jan 2014-
31 Dec 2014.

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Name of Offeror or Contractor: DLT SOLUTIONS LLC

PLEASE NOTE: PERIOD OF PERFORMANCE, 1 JAN 2015-31 DEC 2015: (CLINS 0009, 0011, 0012) CANNOT BE ORDERED AT THIS TIME AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. THESE ITEMS ARE REQUIRED TO BE ADDED TO DLT SOLUTIONS LLC, GSA CONTRACT GS-35F-4543G PRIOR TO ORDERING. CLIN 0010 IS IDENTIFIED ON GSA CONTRACT GS-35F-4543G AND MAY BE ORDERED.

*CLIN 0009 RI-EAAS-BPA-BUNDLE *\$36.12 User/Year

This CLIN encompasses Attachment H Requirements Paragraphs 1.1 through 1.13 and Paragraph 2.

Prorated Price: \$3.01 User/Month-effective the first day of each month.

Period of performance is 01 Jan 2015-31 Dec 2015.

CLIN 0010 DLT PART NO 9901-0334 \$17.28 User/Year

Google Apps-Single user cost for Google Apps Premier Edition, 12 Months. GOV version exclusively for U.S. Federal, State and local government customers-GAPSPREMIUSER12MOGO GAPSPREMIUSER12MOGOV.

This CLIN encompasses Attachment H Requirements Paragraphs 1.1 through 1.13 and Paragraph 2 with the EXCEPTION of paragraphs 1.8, 1.11.9 and 1.12 which are offered below to enhance this CLIN.

Prorated Price: \$1.44 User/Month-effective the first day of each month.

Period of performance is 01 Jan 2015-31 Dec 2015.

*CLIN 0011 DLT PART NO 1002-0000 *\$13.08 User/Year

ZL Unified Archive Selective Crawling and Records Management ZL-UA.

This CLIN encompasses Attachment H paragraph 1.8 Government Records and paragraph 1.12 Features Reinstated Email Accounts; This is a selective crawling and Records Management cloud service. Users will have the option of labeling individual emails as records in their mailbox, which will be discovered, captured, and classified as records accordingly in the ZL UA environment. 500 MB / user offers a Lite version to allow users to selectively convert email content into DoD 5015.2 managed records.

Prorated Price: \$1.09 User/Month-Effective the first day of each month.

Period of performance is 01 Jan 2015-31 Dec 2015.

*CLIN 0012 DLT PART NO 9723-0003 *\$5.76 User/Year

Penango for Google Apps for Government PWC-G-FULL-GH;

This CLIN encompasses Attachment H paragraph 1.11.9 Digitally Sign and Encrypt Email, documents and stored files as necessary from both thick and thin browser clients.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 28 of 46****PIIN/SIIN** W52P1J-13-A-0015**MOD/AMD****Name of Offeror or Contractor:** DLT SOLUTIONS LLC

Prorated Price: \$0.48 User/Month-
Effective the first day of each month.

Period of performance is 01 Jan 2015-
31 Dec 2015.

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Name of Offeror or Contractor: DLT SOLUTIONS LLC

PLEASE NOTE: PERIOD OF PERFORMANCE, 1 JAN 2016-31 DEC 2016: (CLINS 0013, 0015, 0016) CANNOT BE ORDERED AT THIS TIME AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. THESE ITEMS ARE REQUIRED TO BE ADDED TO DLT SOLUTIONS LLC, GSA CONTRACT GS-35F-4543G PRIOR TO ORDERING. CLIN 0014 IS IDENTIFIED ON GSA CONTRACT GS-35F-4543G AND MAY BE ORDERED.

*CLIN 0013 RI-EAAS-BPA-BUNDLE *\$36.12 User/Year

This CLIN encompasses Attachment H Requirements Paragraphs 1.1 through 1.13 and Paragraph 2.

Prorated Price: *\$3.01 User/Month-effective the first day of each month.

Period of performance is 01 Jan 2016-31 Dec 2016.

CLIN 0014 DLT PART NO 9901-0334 \$17.28 User/Year

Google Apps-Single user cost for Google Apps Premier Edition, 12 Months. GOV version exclusively for U.S. Federal, State and local government customers-GAPSPREMIUSER12MOGO GAPSPREMIUSER12MOGOV.

This CLIN encompasses Attachment H Requirements Paragraphs 1.1 through 1.13 and Paragraph 2 with the EXCEPTION of paragraphs 1.8, 1.11.9 and 1.12 which are offered below to enhance this CLIN.

Prorated Price: \$1.44 User/Month-effective the first day of each month.

Period of performance is 01 Jan 2016-31 Dec 2016.

*CLIN 0015 DLT PART NO 1002-0000 *\$13.08 User/Year

ZL Unified Archive Selective Crawling and Records Management ZL-UA.

This CLIN encompasses Attachment H paragraph 1.8 Government Records and paragraph 1.12 Features Reinstated Email Accounts; This is a selective crawling and Records Management cloud service. Users will have the option of labeling individual emails as records in their mailbox, which will be discovered, captured, and classified as records accordingly in the ZL UA environment. 500 MB / user offers a Lite version to allow users to selectively convert email content into DoD 5015.2 managed records.

Prorated Price: \$1.09 User/Month-Effective the first day of each month.

Period of performance is 01 Jan 2016-31 Dec 2016.

*CLIN 0016 DLT PART NO 9723-0003 *\$5.76 User/Year

Penango for Google Apps for Government PWC-G-FULL-GH;

This CLIN encompasses Attachment H paragraph 1.11.9 Digitally Sign and Encrypt Email, documents and stored files as necessary from both thick and thin browser clients.

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Prorated Price: \$0.48 User/Month-
Effective the first day of each month.

Period of performance is 01 Jan 2016-
31 Dec 2016.

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PLEASE NOTE: PERIOD OF PERFORMANCE, 1 JAN 2017-31 DEC 2017 (CLINS 0017, 0019, 0020) CANNOT BE ORDERED AT THIS TIME AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. THESE ITEMS ARE REQUIRED TO BE ADDED TO DLT SOLUTIONS LLC, GSA CONTRACT GS-35F-4543G PRIOR TO ORDERING. CLIN 0018 IS IDENTIFIED ON GSA CONTRACT GS-35F-4543G AND MAY BE ORDERED.

*CLIN 0017 RI-EAAS-BPA-BUNDLE *\$36.12 User/Year

This CLIN encompasses Attachment H Requirements Paragraphs 1.1 through 1.13 and Paragraph 2.

Prorated Price: \$3.01 User/Month-effective the first day of each month.

Period of performance is 01 Jan 2017-31 Dec 2017.

CLIN 0018 DLT PART NO 9901-0334 \$17.28 User/Year

Google Apps-Single user cost for Google Apps Premier Edition, 12 Months. GOV version exclusively for U.S. Federal, State and local government customers-GAPSPREMIUSER12MOGO GAPSPREMIUSER12MOGOV.

This CLIN encompasses Attachment H Requirements Paragraphs 1.1 through 1.13 and Paragraph 2 with the EXCEPTION of paragraphs 1.8, 1.11.9 and 1.12 which are offered below to enhance this CLIN.

Prorated Price: \$1.44 User/Month-effective the first day of each month.

Period of performance is 01 Jan 2017-31 Dec 2017.

*CLIN 0019 DLT PART NO 1002-0000 *\$13.08 User/Year

ZL Unified Archive Selective Crawling and Records Management ZL-UA.

This CLIN encompasses Attachment H paragraph 1.8 Government Records and paragraph 1.12 Features Reinstated Email Accounts; This is a selective crawling and Records Management cloud service. Users will have the option of labeling individual emails as records in their mailbox, which will be discovered, captured, and classified as records accordingly in the ZL UA environment. 500 MB / user offers a Lite version to allow users to selectively convert email content into DoD 5015.2 managed records.

Prorated Price: \$1.09 User/Month-Effective the first day of each month.

Period of performance is 01 Jan 2017-31 Dec 2017.

*CLIN 0020 DLT PART NO 9723-0003 *\$5.76 User/Year

Penango for Google Apps for Government PWC-G-FULL-GH;

This CLIN encompasses Attachment H paragraph 1.11.9 Digitally Sign and Encrypt Email, documents and stored files as necessary from both thick and thin browser clients.

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Prorated Price: \$0.48 User/Month-
Effective the first day of each month.

Period of performance is 01 Jan 2017-
31 Dec 2017.

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BPA Attachment C Master EaaS Subscription Agreement

This Master Software as a Service Subscription License Agreement (EaaS Agreement, Subscription Services or Agreement) is made and entered into as of the effective date identified in Block 3 of SF 1449 (the Effective Date) by and between DLT Solutions, LLC and Army Contracting Command-Rock Island on behalf of the entire Department of Defense (Licensee or DoD).

1. Applicability of this Software as a Service (EaaS) Subscription Agreement (the Agreement)

1.1. This EaaS Subscription Agreement shall apply to the Software and Services licensed by DoD (Licensee), ordered from Google Inc., the Cloud Service Provider (CSP), directly or through one of its authorized Resellers pursuant to an ESI BPA and all BPA Attachments. Licensee may place orders under this EaaS Subscription License Agreement by issuing Delivery Order Documents in accordance with the Ordering instructions. This Agreement is issued under the GSA Federal Supply Schedule Contract GS-35F-4543G.

1.2. The software license applicable to the service is incorporated by reference and is attached at Exhibit A.

1.3. The terms and conditions of this Agreement take precedence over any conflicting terms and conditions in the underlying GSA Contract unless prohibited by Federal Law.

1.4. The terms and conditions of this Agreement take precedence over any conflicting CSP license terms and conditions including those found in a CSP or Third Party Software Click Wrap license, whether presented in writing or electronically; whether presented prior to or subsequent to executing this Agreement. DoD and its users shall not be bound by the terms of a Click Wrap license encountered when initially accessing the Software or at any time thereafter, notwithstanding DoD users clicking Accept in order to continue using the Software.

2. License Rights to Use-- Software as a Service (EaaS)

2.1. CSP agrees to grant DoD a License to Use the Software specified in a Delivery Order for all DoD business purposes for the period of performance and number of Users in the Delivery Order under the terms and conditions specified herein.

3. Software Capabilities

3.1. CSP agrees the Software operates in substantial conformance with CSPs product and software documentation. Additional specific requirements may be set forth in the Delivery Order. Any additional requirements contained in the Delivery Order will be negotiated.

4. Access to the Software

4.1. CSP agrees to provide DoD access to the Software via DoDs Internet connection.

4.2. DoD will provide Users with hardware and other software required to access, display and use [CSPS] Software.

5. Hosting the Software in the Cloud

5.1. CSP or VAR agrees to provide all necessary software and technical assistance to make the Software available to DoD Users.

5.2. As part of VARs acceptance of DoDs Delivery Order, VAR will also specify those Cloud components in writing which are controlled or provided by a third party. All such third party components will be subject to the terms and conditions of this EaaS Subscription Agreement. VAR warrants and covenants that all Cloud hardware and software components of the EaaS Subscription Agreement are provided with no additional fees, licenses or other restrictions and that VAR has obtained all required permission and licenses to use the components. All VAR obligations in this EaaS Subscription Agreement extend to all components regardless of location or control of the components.

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5.3. Access Government Data

5.3.1. Cloud Service Provider(s) (CSP) shall comply with all applicable laws.

5.3.2. The CSP shall comply with NIST Special Publication 800-53, Recommended Security Controls for Federal Information Systems and Organizations and (Agency specific directives).

5.4. Confidentiality Clause

5.4.1. All employees of the CSP who have access to government data will comply with the confidentiality terms of their employment, the applicable provisions of the CSPs current Authorization to Operate Memorandum issued by the GSA and Exhibit A, paragraph 7.1.

5.5. ASSESSMENT AND AUTHORIZATION ACTIVITIES

CSP shall report on its Assessment and Authorization (A&A) activities as required by FISMA and in accordance with NIST 800-53/NIST 800-53A.

5.6. LAW ENFORCEMENT CLAUSE

5.6.1. The CSP warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable, (including applicable security breach law).

5.7. NOTIFICATION CLAUSE

5.7.1. The CSP will provide notification to the customer in accordance with paragraph 7.4 of Exhibit A. The CSP will cooperate with the Agency and the US Department of Justice to take all measures to protect the sovereignty of Government data from any court, foreign, state, or local government or other legal proceeding.

5.8. FISMA CLAUSE

5.8.1. The CSP will ensure that it has an Authorization to Operate from a federal agency for a Moderate Impact System (confidentiality, integrity, availability) under FISMA, as described in Exhibit A. CSP will describe any differences in control baseline as it relates to DODI 8500.1/2 implementation of the CNSSI No. 1253 controls.

BPA Attachment C Master EaaS Subscription Agreement

6. Software Maintenance and Support Services

6.1. VAR shall supply 24/7/365 day a year support via dedicated solution experts. VAR shall provide their initial Service Level Agreement (SLA) prioritizing service requests by severity, description of services, a listing of its various severity levels including key performance parameters and other industry standard SLA information.

6.2. System Availability

6.2.1. The CSP will comply with the Service Level Agreements specified in the Terms of Service.

7. CSPs Intellectual Property

Name of Offeror or Contractor: DLT SOLUTIONS LLC

7.1. CSP solely owns the intellectual property in the Software (except for third party components) and the Documentation provided under a Delivery Order issued under this EaaS Agreement.

7.2. CSP warrants it 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 the Software to the extent set forth in this Agreement or any Delivery Order and that the Software is free of any and all restrictions, settlements, judgments or adverse claims.

8. Other Intellectual Property

8.1. To the extent any Third Party Materials are provided under this Agreement, VAR warrants it has obtained all necessary licenses to any Third Party Materials (including without limitation, all Open Source licenses) provided with each Product.

9. DoD Data

9.1. DoD will provide all data for use in the Subscription Services. CSP will not modify, delete or add to the DoD Data.

9.2. The DoD Data is owned by DoD at all times, regardless of location at any point in time. CSP makes no claim to any right of ownership in DoD data.

9.3. Upon DoDs request, for any reason whatsoever, whether coincident with a termination of subscription services, regardless of the reason for termination, including but not limited to non-payment by DoD, CSP must promptly return all DoD Data in comma separated value (CSV), Microsoft format or other standard commercial format.

9.4. If this Agreement terminates, then: Google will provide Customer or Reseller access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Googles then-current rates for the applicable Services; (i) after a commercially reasonable period of time, Google will delete Customer Data by removing pointers to it on Googles active servers and overwriting it over time; and (ii) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

10. Jurisdiction Clauses

The CSP will maintain all Government Core Content data as defined in Exhibit A on this Agreement within the States, districts and territories of the United States of America.

11. Commercial Use Clause

The CSP shall only use government data or government related data for purposes defined in the agreement and/or a specific statement of work under this agreement. The CSP shall not use the government data or government related data for any other purpose including but not limited to: data mining or bids on other government contracts.

12. Data Breach Clause

12.1. Definitions. For purposes of this clause:

12.1.1. Personally identifiable information (PII) refers to information that can be used to distinguish or trace an individuals identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, as defined by the United States Office of Management and Budget (OMB).

Name of Offeror or Contractor: DLT SOLUTIONS LLC

12.2. Security Breach. To the extent a state or federal security breach law applies to a Security Breach, Google will comply with the applicable law. To the extent no such law applies to a Security Breach, Google will notify Customer of a Security Breach, following the discovery or notification of such Security Breach, in the most expedient time possible under the circumstances, without unreasonable delay, consistent with the legitimate needs of applicable law enforcement, and after taking any measures necessary to determine the scope of the breach and restore the reasonable integrity of the system. Google will send any applicable notifications regarding a Security Breach to the Notification Email Address or via direct communication with the Customer (e.g. phone call, in person meeting, etc). For purposes of this Section, Security Breach means an actual disclosure, or reasonable belief that there has been a disclosure, by Google of Customer Data to any unauthorized person or entity.

12.3. Liability and remedies. Any breach or claim will be handled under the Disputes section of the Terms of Service.

12.4. Privacy Impact Assessments.2 With respect to the DoDs effort to complete its Privacy Impact Assessment, the CSP will provide reasonable support to the DoD by providing its FISMA SSP or the SSAE 16 Audit Report (or comparable audit report) under NDA for ten (10) days.

12.5. CSP must use the DoD Data strictly as necessary to carry out its obligations under this Agreement, and for no other purpose.

1 For unauthorized access not involving a data breach see the Law Enforcement clause BPA Attachment C Master EaaS Subscription Agreement.

12.6. CSP must ensure the data center containing the DoD Data meets the following physical and electronic security requirements: (i) single point of entry; (ii) main access monitored with additional access for emergency purposes only; (iii) surveillance cameras in facility; (iv) access validation with identity check; (v) access only to persons on CSP approved access list; (vi) log-in validation; (vii) creation of accounts only as verified by CSP or sub-contracted hosting provider; (viii) access to servers via encrypted means; and, (ix) servers running behind secure firewall.

12.7. CSP must take reasonable technical and organizational measures to keep personal data secure and to protect it against accidental loss or unlawful destruction, alteration, disclosure or access; and, must deal with the information only in accordance with DoDs instructions.

12.8. RECORDS CLAUSE

12.8.1. VAR shall maintain and store data in accordance with Department of Defense Directive Number 5015.2, DoD Records Management Program in addition to RFQ specifications.

12.8.2. Government data/Government related data: Government data and Government related data, for this purpose, is defined as any document, created while using the commercial cloud service.

12.8.3. Within 10 business days of execution of the contract, the VAR will provide the Agency with a list of government related data they collect and a plan, subject to Agency approval, for how they will dispose of data. Within 40 business days of execution of the contract, the Agency will provide the VAR with a schedule for the disposition for all government data and government related data on its system. The Agency may update the schedule and retention policies anytime during the life of the contract. Upon receipt of the new schedule, the VAR has 10 business days to comply.

12.8.4. The Agency may at any time issue a hold notification in writing to the CSP. At such time, the CSP may not dispose of any government data or government related data in the hold notification until such time as the CSP is notified in writing by the Agency, and will preserve the same in accordance with both Agency instructions and applicable legal requirements.

12.8.5. Subject to the requirements of U.S. federal law, the CSP will attempt to provide to the Agency any requests for government related data stored on its system within 10 business days. Agency will obtain data for itself through the Application Programming Interface (API), which it will have access to.

12.8.6. The CSP will provide the Agency with appropriate methods to retrieve any government data inputted into a CSPs system in native format or other standard commercial format.

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12.8.7. At the termination of the contract, the CSP will provide the Agency with access to (or the Agency will obtain through the API) all government data and government related data in native format and any other standard commercial format requested by the Agency.

12.9. SAVINGS CLAUSE

12.9.1. The CSP will comply with all Federal laws, regulations, NIST publications, and Agency specific guidance related to cloud computing including but not limited to Agency policy.

12.10. SPILLAGE CLAUSE

12.10.1. The CSP agrees to assist the DoD with compliance with CNSSI1001 to the extent required by applicable federal law.

13. INSURANCE CLAUSE

13.1. Unless the CSP is self-insured, CSP represents and warrants that it will maintain sufficient all risks cybersecurity insurance coverage to meet its obligations created under this Agreement, by law or otherwise, which risks shall include first and third party liabilities arising from this Agreement or operation of any systems by CSP impacting the US Government. Without limiting the foregoing, CSP will maintain (and shall cause each of its agents, independent CSPs and sub-CSPs performing any services on its behalf under this Agreement) to maintain, at its sole cost and expense, cybersecurity liability insurance with a combined single limit of not less than 3 Million Dollars (\$3,000,000) per occurrence with such limits covering defense costs (including costs for forensics analysis) and indemnity for any claim including those arising from statutory violations, regulatory investigations, negligence or breach of this Agreement. Such insurance shall also cover any and all errors, omissions or negligent acts in the delivery of products and services under this Agreement. Such insurance shall also include coverage for claims and losses with respect to (1) network and device risks, and liability related to the same (such as data breaches, unauthorized access/use, ID theft, damage/loss/theft of data, degradation, downtime, impaired network access, etc.), (2) content liability, including intellectual property infringement (copyrights, trademarks, service marks and the like), (3) reputational liability, including disparagement of third party's products or services; libel or slander of a third party; or violation of such third party's right of privacy or publicity. With respect to all liabilities covered by this provision of the Agreement, the cybersecurity insurance coverage shall include costs for credit or identity protection, award or settlement costs with no cap on cost per individual and no limitation on number of years provided. The cybersecurity insurance coverage shall have a retroactive coverage to a date no later than the date this agreement went into effect. The CSP shall maintain this coverage on a claims made basis throughout the duration of the contract. The CSP shall ensure that all policies required under this Agreement contain a provision requiring at least thirty (30) days' prior written notice to the Agency of any cancellation, modification or non-renewal. Within thirty (30) days following the commencement of the Agreement, and upon the renewal date of each policy, CSP will furnish to the Agency certificates of insurance and such other documentation relating to cybersecurity insurance and related coverage required under this Agreement. If the Agency reasonably determines the coverage obtained by CSP is less than that required to meet CSP's obligations created by this Agreement, then CSP shall promptly acquire such coverage and notify the US Government in writing that such coverage has been acquired. All insurance must be issued by one or more insurance carriers Best rated A- or better. CSP's insurance will be deemed primary with respect to all obligations assumed by the CSP, its agents, independent CSPs and sub-CSPs performing any services on behalf of the CSPs under this Agreement. Any and all exclusions from the cybersecurity insurance coverage required by this Agreement shall be approved in writing by the Agency, which approval shall not be unreasonably withheld, conditioned or delayed. CSP (Google) may satisfy the insurance requirements set forth in this section, in whole or in part, through a corporate wide self-insurance or deductible program.

14. Audit of Use

14.1. General. Notwithstanding CSP 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 or subscription parameters in use.

14.2. Audit Procedure

14.2.1. Upon CSP written request, DoD may provide audit reports to CSP from Licensees internal audit records as the sole means of satisfying CSPs requests for audit.

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14.2.2. CSP must provide a minimum of 30 days written notice when requesting DoD to provide the results of an internal audit.

14.2.3. DoD will use DoD tools, records, repositories or interviews at DoD discretion to perform its internal audit.

14.2.4. Audit results will be reported in a form deemed appropriate by DoD for providing compliance information.

14.2.5. Audit results will be certified in writing by an appropriate DoD manager designated by DoD for such purposes.

14.2.6. CSP will reimburse DoD for the reasonable costs of conducting internal audits requested by CSP. If the audit results indicate DoD use is 5% or more above license parameters, DoD will absorb its internal costs of the audit. Under no circumstances will DoD reimburse CSP for CSP costs.

14.2.7. Audit results indicating DoD use is 5% or more above license parameters will result in one of the following actions by DoD at DoDs option:

14.2.7.1. DoD will reduce software use to license parameters within 30 days of reporting audit results; or

14.2.7.2. DoD will seek funding to provide an order for the additional software use.

14.2.7.3. This paragraph sets forth CSPs sole audit rights under this Agreement.

15. Subscription Services Warranties

CSP warranties are contained in the license found at Exhibit A.

16. System maintenance

16.1. CSP shall be responsible for all patching and vulnerability management (PVM) of software and other systems components supporting services provided under this agreement so as to prevent proactively the exploitation of IT vulnerabilities that may exist within the CSPs operating environment. Such patching and vulnerability management shall meet the requirements and recommendations of NIST SP 800-40, as amended, with special emphasis on assuring that the CSPs PVM systems and programs apply standardized configurations with automated continuous monitoring of the same to assess and mitigate risks associated with known and unknown IT vulnerabilities in the CSPs operating environment. Furthermore, CSP shall apply standardized and automated acceptable versioning control systems that use a centralized model to capture, store, and authorize all software development control functions on a shared device that is accessible to all developers authorized to revise software supporting the services provided under this agreement.

17. Patent, Copyright, Trademark, and Trade Secret Protection

17.1. Patent, Copyright, Trademark and Trade Secret Protection will be in accordance with Exhibit A.

17.2. Indemnification: In accordance with FAR Section 52.212-4(u), indemnification obligations will be in accordance with Exhibit A.

17.3. CSP may not terminate this Agreement or suspend services for non-payment. CSP must follow the disputes resolution process in FAR 52.212-4 to resolve any alleged breaches by the government, including an allegation of non-payment.

17.4. The DoD may terminate this Agreement without cause by giving CSP thirty (30) calendar days prior written notice whenever the DoD shall determine that such termination is in the best interest of the DoD.

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18. Term of Agreement. This Agreement starts on the date the DoD executes a valid Delivery Order and ends when CSP no longer is obligated to provide DoD with Subscription Services under any Delivery Order(s). Each Delivery Order will specify the end date of the Subscription.

19. Confidentiality: Confidential Information of Customer is any Confidential Information as such term is defined in Exhibit A, and CSP shall abide by its obligations to protect Confidential Information in accordance with the requirements of Exhibit A, including subject to the scope of permitted use and disclosure as described in Exhibit A, and with respect to Section 7.4 (Third Party Requests) of Exhibit A.

20. Publicity/Advertisement: CSP or VAR may include Licensees name or Brand Features in a list of CSPs or VARs customers, where Licensee is not the only customer listed; and may verbally reference Licensee as a customer of the CSPs products or services that are the subject of this agreement. The CSP or VAR must otherwise obtain approval prior to using Licensees name or Brand Features in an advertisement or endorsement, including the use of any trademark or logo.

21. Rights of Survivorship of the Agreement

21.1. This Agreement shall survive unto CSP, its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement, in perpetuity, notwithstanding the acquisition or merger of CSP by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost.

22. Signatures.

22.1. Software CSP acknowledges and agrees to the terms and conditions of these Software License Agreements which shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Software CSPs Software License Agreement.

22.2. IN WITNESS WHEREOF, Software CSP has executed and approved these Software License Agreements as an appendix to Software CSPs Software License Agreement on the date indicated below.

CSP:
[Name of entity]

By _____ \- _____
Name Title Date

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Attachment 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.

(For a SmartBUY agreement, use the following: The Air Force, Army, DLA, DISA, Navy and GSA (for SmartBUY Federal government Civilian Agency orders) are participating in an ACT fee-sharing program. For orders within DoD, the 2% ACT fee is split equally between the DoD Component whose customer places the order and the Component that manages the contract. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. ACT fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Air Force, Army, DLA, DISA, Navy, DoD or Non-DoD as appropriate.

In the case of SmartBUY orders (Federal Government Civilian Agencies) non-DoD orders and non DoD support contractor orders, excluding the Intelligence Community and non Coast Guard orders or support vendors to same, the 2% ACT fee is split equally between the Agency that manages the contract and GSA SmartBUY Program Management Office.)

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 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

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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 (FILL-IN APPLICABLE EMAIL).

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 (fill in applicable #)

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 CHES)

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:

<mailto:peoeis.pdchess.vndrrpts@us.army.mil>

<mailto:Miguel.campos2@us.army.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:

BPA (fill in applicable #)

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ESI-SW Fee Sharing

***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:

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

Send check to:

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

Mail a copy of the check to:

Defense Logistics Agency
Attn: Susan Lizzi, J-654
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6221

Or email a copy of the check to:

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 (fill in applicable #)
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

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Finance and Accounting Office
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>.

For SmartBUY agreements add the below:

4.6 GSA SALES

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

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

BPA (Enter BPA number)
ESI-SW Fee Sharing

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

Send check and transmittal letter to:
GSA
P. O. Box 880908
Dallas, TX 75388-0908

Mail a copy of the check and transmittal letter to:
GSA
Attn: Pebble Randolph
SmartBUY Program Management Office
10304 Eaton Place
Fairfax, VA 22310

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Attachment H Requirements for Cloud Services/Email as a Service

The Contractor's solution for Cloud Services/Email as a Service provides for or meets with the following requirements:

1.1 Infrastructure System Security - U.S. Citizens and Background Checks

All non-federal employees with physical access to the data center infrastructure or access to any federal government data shall have confirmed background checks, including: employment history check, education verification, social security number (SSN) verification, fingerprinting, criminal history check, Office of Foreign Assets Control list (OFAC) validation, Bureau of Industry and Security list (BIS) validation, and Office of Defense Trade Controls debarred persons list (DDTC) validation equivalent to the NACI, NACLIC that are required within the DoD. Non-U.S. citizens may have limited access IAW the Federal Risk Assessment Management Program and applicable DoD policy.

1.2 Infrastructure System Security

The infrastructure system shall be, at a minimum, logically separated from the infrastructure system of any other customer and must provide their artifacts for achieving FedRAMP compliance.

Logically separate infrastructure is necessary to meet DoDs enhanced security requirements and to minimize risk of unauthorized use and disclosure of sensitive information in accordance with DODI 8500.2. The data that will be processed, stored and transmitted will be unclassified/For Official Use Only (Unclass/FOUO) information. Data in transit must be protected using an approved FIPS 140-2 algorithm. Data in the possession of federal agencies are protected by a variety of statutory requirements and penalties that apply to all federal employees, e.g., the Trade Secrets Act, the Privacy Act, the Procurement Integrity Act, and the Freedom of Information Act. All data and audit and transaction logs must be presented and maintained in accordance with DoD regulations and standards and must be released as applicable during any investigations and tests conducted. The Contractor will include an incident handling and reporting process that meets DoD requirements IAW 8500.2 MAC2 Sensitive Controls.

1.3 Security - Domestic Data Location

All data, including but not limited to email, documents, administrative data, support data, email archiving, and billing data, transmitted via the system or maintained in the system shall reside at all times in servers located in the United States or in servers the operation and maintenance of which are subject only to the laws of the United States. The primary and backup data centers for the services shall be located in the United States.

The system will be used to store and transmit sensitive government and private entity data. Data transmitted must only be subject to disclosure pursuant to U.S. Federal law and not the laws of any other jurisdiction or foreign nation.

1.4 Security - Certification

The Contractor submitted for review a technically acceptable System Security Plan addressing the required security controls in the DODI 8500.1/2 implementation of the Committee on National Security Systems Instruction (CNSSI) No. 1253 supporting Confidentiality, Integrity, and Availability (CIA) of Moderate, Moderate, Moderate (MMM) Level when published.

1.5 Infrastructure System Security - Administrative Access

The Contractor's solution allows for different levels of security access to and management of Agency data by Agency administrative personnel on a need to know basis.

In order to limit the risk of the inadvertent or intentional improper disclosure or use of data stored on or transmitted through the system, administrative personnel need to have access only to the extent necessary to perform their job functions rather than unlimited access to all components and subsystems within the system.

1.6 Privacy/Government Records

The Contractor's solution shall not capture, maintain, scan, index, share or use data stored or transmitted by the system for any non-authorized activity or non-government purpose. The Contractor's solution shall not capture, maintain, scan, index, share or use data stored or transmitted by the system for any commercial purpose of Contractor or any third party. The Contractor will provide a specific process for handling spillage that ensures compliance with DoD requirements, including Army Spillage BBP, NIST Special Pub 800-88, DoD 5200.1-R chapter 10, and DoD 5220.22-M.

1.7 Accessibility - Section 508

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) requires federal agencies to make their electronic and information technology accessible to people with disabilities. Contractor submitted a Voluntary Product Accessibility Template (VPAT) for each

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product in its proposed solution describing how the product supports (or fails to support) the accessibility features and functions described in Section 508.

1.8 Government Records

All government records utilizing Contractor's services must be maintained in compliance with the requirements of the Federal Records Act, 44 USC Chap. 33, the E Government Act of 2002, 44 U.S.C. 101, and the implementing regulations issued by the National Archives and Records Administration (NARA) at 36 CFR 1200 et seq. In addition to the Federal requirements for records management, Department of Defense Directive Number 5015.2, DoD Records Management Program, all government records must be maintained and stored in a manner that: (1) is an accurate representation of the facts to which the record attests; (2) protects against any unauthorized use or alteration of the record; (3) maintains the physical and logical format of the records, and the relationships between the data elements; and (4) enables the transfer of records, including their associated metadata, to new storage media or formats. All government records must be maintained so as to retain their functionality and integrity. Document integrity means the documents are complete and unaltered. Functionality means the document is kept in a usable format and, if necessary, is compatible with current hardware and software. Contractor demonstrated how it ensures compliance with these requirements for its offered solution.

1.9 Support

Contractor shall supply 24/7/365 day a year support via dedicated solution experts. Contractor shall provide their initial Service Level Agreement (SLA) prioritizing service requests by severity, description of services, a listing of its various severity levels including key performance parameters and other industry standard SLA information.

1.10 Change Management

The Contractor will implement new service features and upgrades in accordance with Federal Information Security Management Act and implementing regulations issued by NIST and DoD. The Contractor will implement new features and upgrades with minimal disruption to the government.

1.11 Compatibility

Contractor's solution shall include, but not be limited to the following:

- 1.11.1 Email ability with DoD/Army alias for seamless identity
- 1.11.1.2 Ability for a user to select and use Rich Text Format, HTML format, or Plain Text format for email messages
- 1.11.1.3 Ability to provide delivery receipts or read receipts
- 1.11.1.4 Ability to set message priority for all systems in use
- 1.11.1.5 Ability to provide for task and journal functions for all systems in use
- 1.11.1.6 Calendar ability
- 1.11.1.7 Scheduled appointments with attachments must make attachments available to all users, regardless of system being used
- 1.11.1.8 Scheduled appointments must be able to be updated with new information and new attendees
- 1.11.2 Minimum total file storage per user of 50 GB (including email, documents, and other files)
- 1.11.3 Unified Communication Capabilities (including presence, chat, voice, video, and collaboration as a minimum)
- 1.11.4 Thin Client Ability to manage documents
- 1.11.5 Portal Collaboration services such as Groups, Community Pages, etc
- 1.11.6 Mobile App support
- 1.11.7 Use of DoD Public Key Infrastructure (PKI) Certificates
- 1.11.8 Two Factor Authentication (For non-CAC users)
- 1.11.9 Digitally Sign and Encrypt Email, documents, and stored files as necessary from both thick and thin browser clients.
- 1.11.10 Offline content access

1.12 Features - Reinstated Email Accounts

This product provides for the ability to restore a user's entire mailbox as well as individual mail entries for up to thirty days after deletion.

Users may accidentally or intentionally delete individual emails and subsequently need to recover these deleted emails. The service must provide a means for recovering deleted individual mail items for a reasonable period of time after deletion.

Similarly, administrators may accidentally or intentionally delete entire mailboxes, and subsequently need to recover the mailboxes. The service must provide a means for recovering deleted mailboxes for a reasonable period of time after deletion.

1.13 HIPAA

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DoD is a HIPAA Covered Entity and Contractor will describe their concept for compliance with the Health Insurance Portability and Accountability Act.

Google Apps has been generally accepted to store and process sensitive but unclassified information, and there are customers who are HIPAA "Covered Entities" that have moved to a Google-based solution. Given Google's strong security model, as detailed in the System Security Plan, some customers have used Google Apps with no additional security with the implemented best practice that HIPAA data not be placed in email. Other customers have implemented tools such as Google Message Encryption, CipherCloud and CloudLock to segment and manage users locally who regularly process HIPAA data.

2. IDENTITY MANAGEMENT

The DoD will provide a single source for authentication of CAC users that is Security Assertion Markup Language 2.0 (SAML 2.0) compliant. All users will be required to migrate to an email account that is compliant with the DMDC enterprise standard under the authority of DoD Directive 8320.03.

This solution provides for a Two Factor Authentication for Non-CAC users including a detailed technical implementation, to include responsible parties for this implementation.

Technical implementation for managing user accounts for non-CAC users, where the Cloud Service Provider acts as the identity provider and controls usernames, passwords and other information used to identify, authenticate and authorize users for web applications as well as the responsible parties for this implementation.

*** END OF NARRATIVE J0001 ***