



InfoAge Solutions, Inc. (IAS)
PROFESSIONAL SERVICES AGREEMENT

General Terms and Conditions

1. SCOPE OF WORK

- 1.1 InfoAge Solutions IAS provides outsourced Information Technology (IT) products and services solutions.*
- 1.2 The parties agree in connection with said services, the Master Agreement will provide the core covenants between the parties.*
- 1.3 The particulars for any specific project shall be such additional terms as are contained in the Task Order(s). The Service Provider agrees to perform work for the Customer as specified in subsequent Task Order(s) and attached hereto as Exhibits.*
- 1.4 The Customer will follow the Service Provider’s program/project management and documentation processes and procedures in support of all Customer work performed.*
- 1.5 The Service Provider shall provide products, services, advice and consulting services to the Customer.*
- 1.6 The Service Provider is not an employee of the Customer; however, the Service Provider is subject to the Customer policies, including policies concerning consulting, conflicts of interest, and intellectual property. If there is a conflict between Service Provider's obligations and any of Service Provider's obligations to Customer pursuant to this Agreement, the Service Provider's obligations to the Customer take priority over any obligations the Service Provider may have outside of this agreement.*
- 1.7 IAS is a full-service Technology company and the solutions available include, but are not limited to the full Life Cycle of all Information Technology (IT) products, services, and support as defined:*

2 IAS Master List of Services

Services	Service Description
Annual Maintenance Plan	Identify, plan and document monthly technology goals and budget to implement IT Strategy
Asset Management (IT)	Identify and document all technology equipment, licensing and support maintenance plan management
Business Continuity Planning	Enterprise IT Disaster Recovery (DR), Risk Management, Continuity of Operations (COOP), Business Continuity, Disaster Recovery (DR), Emergency Management, Security Management

Services	Service Description
Capital Planning	Cost Benefit Analysis, Project Cost Management, Risk Management, Contract/Procurement Management, Alternatives Analyses, Cost Estimates, Cost/Benefit Analysis, Return On Investment Analysis, Performance Management, Acquisition Management
Certification and Accreditation (C&A)	Security Management, Certification and Accreditation (CandA)
Change Management	In response to problems or externally imposed requirements, standardized methods, processes and procedures, and maintenance of balance between the need for change and the potential detrimental impact of changes.
Communication Management	Email, PDA, FAX, Internet Connectivity
Configuration Management	Server and Desktop Patch and Upgrade Support
Continuity of Operations (COOP)	An effort within an organization to ensure that Primary Mission Essential Functions (PMEFs) continue to be performed during a wide range of emergencies, including localized acts of nature, accidents and technological or attack-related emergencies.
Custom Software Development	Architecture and Design
Customer Relationship Management (CRM)	Customer relationship management to connect an organization's internal business units to each other and externally to other businesses to foster communication
Data Backup and Recovery	Setup, Configuration Management, Support and Maintenance
Data Center Management	Design, Implementation, Automation
Data Management	Backup and Recovery, Off-Site Storage
Data Storage	Off-Site
Database Management	Records and Information Optimization, Custom Database Development, Database Security
Desktop Support and Maintenance	Setup, Configuration Management, Support and Maintenance
DevOps Development Operations	Continuous development, continuous testing and continuous deployments using agile software development to the entire business with stable operations that introduce new features more often in a more stable environment
Disaster Recovery (DR)	Enterprise IT Disaster Recovery (DR), Risk Management, Continuity of Operations (COOP), Business Continuity, Disaster Recovery (DR), Emergency Management, Security Management
Documentation	IT System Documentation SharePoint Digital Online Data Storage
Enterprise Information Content Management EICM	IAS EICM Full Life Cycle develops your enterprise data framework that provides an architecture map of how your organization works. Digitally scan your existing business, professional, and government documents and store them on long-term, inexpensive media for fast, automated retrieval using an integrative discipline for structuring, describing, and governing your most important asset...your data

Services	Service Description
Electrical Power Management	Vendor Management to ensure continuity of service and planning
Email Hosting, Support, and Maintenance	Email Setup, Configuration Management, Support and Maintenance
Emergency Management and Plan (IT)	Enterprise IT Disaster Recovery (DR), Risk Management, Continuity of Operations (COOP), Business Continuity, Disaster Recovery (DR), Emergency Management, Security Management
Electronic Medical Records (EMR)	Electronic Medical Record EMR Product Evaluation, Selection Installation, Implementation, and Documentation
Enterprise Architecture	Design, Development, Integration, Support and Maintenance
Enterprise Resource Planning (ERP)	ERP Purchase, Implementation, Customization, Configuration, Support, Service Partner Multiple Vendors – SAP, NetSuite, Odoo, Acumatica, Oracle EBS, Sage, Unanet, Deltek, MS Dynamics, Sage, Insightly...and more
Facilities Management	Maintenance and care of facility resources in commercial or institutional buildings that impact IT functionality and availability; Office Space Power Management, Internet Connectivity
Help Desk Support	(24X7X365) *Response time varies with each plan
Information Assurance (IA)	Security Management, Certification and Accreditation (C&A)
Infrastructure Support and Maintenance	Support and manage connectivity minimizing infrastructure downtime, and increasing productivity within your business. Server and system monitoring allows us to predict and prevent many network problems before they impact individual users. We use market-leading monitoring tools, which alerts us the moment any core infrastructure element becomes unavailable.
Infrastructure and System Integration	Supply Chain Management, Electronic Payment Solutions External - Business-to-Business Integration; Internal - System-to- System Integration
Infrastructure Hosting	Co-Lo Infrastructure Hosting, Cloud Computing, Network/Infrastructure Design and Management
Integration Management	Implement or enhance IT automation solutions to increase business efficiency and/or profit. Business-to-Business integration, Single point of data entry, RFID, Supply Chain Management, Electronic Payment Solutions
Internet Service Provider (ISP) Management	Setup, Configuration Management, Support and Maintenance
IT Governance	Strategic Planning, Cost Benefit Analysis, IT Capital Planning, Organization Efficiency and Process Management, Quality Management, New Technology Planning and Integration, Project Cost Management, Risk Management, Requirements Management, Contract/Procurement Management, Alternatives Analyses, Cost Estimates, Cost/Benefit Analysis, Return On Investment Analysis, Performance Management, Acquisition Management
Knowledge Management	Identify and document best practices, standard operating procedures to improve performance and the sharing of knowledge
Laptop Support and Maintenance	Setup, Configuration Management, Support and Maintenance

Services	Service Description
Law and Regulation Compliance	Identify, record, track and, compliance plan and implementation of applicable industry laws and regulations
Organizational Transformation	Learn how your organization wants to change, identify the actions needed, and then put a structured management plan in place
PDA and Smartphone Management	Setup, Configuration Management, Support and Maintenance
Portfolio / Program / Project Management	Project Management Office (PMO), Asset Management, Service Contract Maintenance, SLA Maintenance, Project Cost Management, CPIC 300, Quality Management, Risk Management, Requirements Management, Contract/Procurement Management, Alternatives Analyses, Independent Government Cost Estimates, Cost/Benefit Analysis, Return On Investment Analysis, Acquisition Plans, Performance-Based Management, Quality Assurance, Facilities Management, Proposal Evaluation, Administrative Project Support, Financial Management, Acquisition Management
Printer Support and Maintenance	Setup, Configuration Management, Support and Maintenance
Process Engineering	Process management and overall business efficiency
Quality Management	Monitoring Method, Quality Assurance Surveillance Plan (QASP), Quality Control Plan (QCP); Independent Verification and Validation (IV&V), HealthCheck Audits
Requirements Management	Business Analysis - Business System Architecture Report (BSAR) and Business System Requirements Report (BSRR)
Reporting and Monitoring	Development and maintenance of web-based reports
Reseller VAR	IAS is a certified vendor source for hardware, software, peripherals and all IT equipment for reduced pricing.
Risk Management	Forecasting and evaluation of technology risks together with the identification of policies and procedures to avoid or minimize their impact.
Security Management	Enterprise IT Disaster Recovery (DR), Risk Management, Continuity of Operations (COOP), Business Continuity, Disaster Recovery (DR), Emergency Management, Security Management, Information Assurance , Shared Service Provider (SSP) (GSA/ Government-wide Trusted Third Party), C&A Security Certification and Accreditation, Access Certificates for Electronic Services (ACES) (GSA/ Government-wide Trusted Third Party), External Certificate Authority (DoD Trusted Third Party), Mobile Satellite Communication Unit (MSCU), Emergency Response Network (ERN)
SharePoint Site	Online data storage and project management
Software Development	Custom Software Development Software Upgrades / Enhancements / and Application Interface
Staff Augmentation	IT Staff Support Services
Standards Compliance	Cybersecurity, IRM, EDMO (XML Standards), and SP Domain Coding Standards with each build to the Enterprise Integration and Test Environment (EITE), Section 508
Strategic Technology Plan	Identify, plan and document enterprise wide technology mission, goals, and budget for a 1, 2, and 3 year plan.

Services	Service Description
System Maintenance and Support	Infrastructure Support and Maintenance - Network Servers and all connectivity equipment
Telephone Connectivity	Support and Maintenance communication equipment
Testing	Independent Verification and Validation ((IV&V)
Training	Business Functional Skills Training
Vendor Management	Track and manage all IT vendor contracts, staff and systems
Web Hosting/IT Marketing	Web Domain Management, Site Hosting/Management, email, Web Site Design/Development
Web Site Maintenance and Support	Security Reviews, Functional Management, Domain Management, IT Marketing, Content Management, Site Hosting/Management, Web Site Design/Development

3 COMPENSATION TERMS, FEES, AND DISCOUNTS

3.1 *As full consideration for the consulting services provided by the Service Provider, the Customer shall pay to the Service Provider all reasonable costs incurred by the Service Provider in providing services and products to the Customer under this Agreement.*

3.2 *Initial System Assessment and Clean-Up*

3.3 *The Customer will pay a one-time fee for the Initial System Assessment and Clean-Up.*

3.4 *Invoices*

3.5 *Invoices should be submitted to the Customer within thirty (30) calendar days prior to the month for which the work will be performed.*

3.6 *Basis for Calculating Reimbursable Costs*

3.7 *The Service Provider shall submit in the monthly invoices to the Customer cost of reimbursement, with applicable receipts, for authorized expenses incurred in performance of the project.*

3.8 *Invoices should provide actual authorized expenses grouped by category and shall the identification number assigned to the Customer by the Service Provider.*

4 PAYMENT, REFUND, AND REPLACEMENT

4.1 *The IAS Payment, Refund, and Replacement Policy 2710 outlines all applicable instructions, general information, and guidelines.*

5 PROPRIETARY INFORMATION and INTELLECTUAL PROPERTY

- 5.1** *Title to all inventions, trade secrets, and discoveries made by Service Provider resulting from the work performed hereunder shall reside with the Service Provider. Title to all inventions, trade secrets, and discoveries made by Service Provider resulting from the research performed hereunder shall reside with the Service Provider. Title to all inventions, trade secrets, and discoveries made jointly by Service Provider and Customer resulting from the research performed hereunder shall reside with the Service Provider. Inventorship shall be determined in accordance with U.S. Patent law.*
- 5.2** *Project designs, specifications and all other documents, prepared by the Service Provider and its consultants are Instruments of Service for use solely with respect to this Project. This includes documents in electronic form. The Service Provider and its Consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service shall be used by the Service Provider for future additions or alterations to this Project or for other projects, without the prior written agreement of its consultants. Any unauthorized use of the Instruments of Service shall be at the Customer's sole risk and without liability to the Service Provider.*
- 5.3** *During the term of this Agreement, the parties hereto may exchange such Confidential and/or Proprietary Information as is reasonably required for the performance of the obligations set forth herein. This information includes, but is not limited to: performance, sales, financial, contractual, and technical data. All such Confidential and/or Proprietary Information shall be exchanged only between individuals designated in writing for this purpose by each party. Such information must be in writing and clearly marked on each page with a Confidential and/or Proprietary Information legend. A recipient of information hereunder will have no obligation to protect any information, which is not so labeled, or any information received orally unless a written summary of such oral communication, specifically identifying the Confidential and/or Proprietary Information, is furnished to the recipient within thirty (30) days of disclosure.*
- 5.4** *No written information will be labeled as Confidential and/or Proprietary Information, which is not in good faith believed by the originating party to contain Confidential and/or Proprietary Information. Either party as to the other party's use thereof shall restrict no information, other than Confidential and/or Proprietary Information so identified in Section 5.3.*
- 5.5** *The receiving party, during the term of this Agreement and for three (3) years thereafter, shall hold such Confidential and/or Proprietary Information in confidence, and shall use such information only for the purposes of this Agreement. The receiving party shall not disclose such information to any person or persons outside their respective organizations or to any unauthorized person or persons within said organization without*

prior written approval of the disclosing party. Information necessary to complete the proposal under this Agreement may be disclosed to the Government if such information is protected in accordance with FAR 52.215-1, including use of the appropriate restrictive legend.

- 5.6** *Neither party shall be liable for the inadvertent or accidental disclosure of Confidential and/or Proprietary Information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve its own such Confidential and/or Proprietary Information.*

6 PATENTS, LICENSES, AND INVENTIONS

- 6.1** *If any invention is made exclusively in connection with the effort under this Agreement, title to said invention and to any patent(s) issuing therefrom shall belong exclusively to the Service Provider. Inventions conceived jointly by the parties hereto in the course of the work called for by this Agreement shall be owned by the Service Provider, and not subject to any further agreement of the parties. This understanding shall be subject to the limitations and requirements of any applicable United States government acquisition regulations or the terms and conditions of the prime contract. Any ownership rights or licenses provided for hereunder shall survive the termination of this agreement. Except as provided herein, neither party shall be considered to have granted to the other any right or license(s) in respect to any patent(s), invention(s), technical data or trade secret(s) of the disclosing party.*
- 6.2** *No license to the other party, under any trademark, patent, or copyright, or applications that are now or may thereafter be owned by such party, is either granted or implied by the conveying of information to that party. None of the information that may be submitted or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee, or inducement by either party to the other with respect to the*

infringement of trademarks, patents, copyrights, or any right of privacy, or other rights of third persons.

6.3 *These restrictions on the use or disclosure of information marked as Confidential and/or Proprietary Information shall not apply to information that:*

6.3.1 *was known to the receiving party without restriction at the time of disclosure;*

6.3.2 *was subsequently developed by the recipient, independently of the information transmitted by the disclosing party;*

6.3.3 *becomes known to the receiving party from a source other than the disclosing party without breach of this Agreement;*

6.3.4 *has been published or is otherwise in the public domain without breach of this Agreement;*

6.3.5 *is released with the prior written approval of the disclosing party; or*

6.3.6 *is designated in writing by the disclosing party to no longer be proprietary.*

6.4 *If any portion of any such Technical Information falls within any one of these exceptions, the remainder of the Technical Information shall continue to be subject to the foregoing prohibitions and restrictions.*

6.5 *Definitions*

6.5.1 *The term “Know-How” shall mean all patentable and unpatentable Technical Information, trade secrets, devices, model things, know-how, methods, documents, materials, and all other confidential information related to the performance of work as described in Proposal Exhibit A.*

6.5.2 *The term “Patent Rights” shall mean any patentable inventions related to the performance of work as described in Proposal Exhibit A, and all patents, reexaminations, reissues, renewals, extensions, divisionals and continuations issued thereon and all foreign counterparts thereof.*

6.5.3 *The term “Licensed Product(s)” shall mean any product, which incorporates or utilizes the Know-How or the Patent Rights.*

7 DEFENSE and INDEMNIFICATION

7.1 *The Service Provider agrees, at its sole expense, to defend the Customer against, and to indemnify and hold the Customer and harmless from, any claims or suits by a third*

party against the Service Provider or any liabilities or judgments based thereon, either arising from the Service Provider's performance of services for the Customer under this Agreement or arising from any Customer products which result from the Service Provider's performance of services under this Agreement.

- 7.2** *The parties shall indemnify and save harmless one another, from and against all claims, demands, causes of action, damages, costs, expenses, losses or liabilities for injuries, including death, or damage to or destruction of any property caused by the negligent act or omission of the parties or their agents, contractors, suppliers, or employees in connection with this Agreement.*
- 7.3** *The Service Provider shall obey all pertinent rules and regulations of the other party while on the premises of the other party, including those relating to the safeguarding of classified information under Federal law.*

8 LIMITATION OF LIABILITY

- 8.1** *Neither party shall be liable to the other for any indirect, incidental, special, or consequential damages, however caused, whether as a consequence of the negligence of the one party or otherwise.*

9 ASSURANCES

- 9.1** *In the performance of this Agreement, both parties agrees to comply with the provisions of applicable laws, regulations, orders, ordinances, and other rules of the United States of America and any other state, territory, possession, or subdivision thereof or of any other duly constituted authority.*
- 9.2** *The Service Provider agrees to exercise its best efforts to obtain all required assurances, permits, licenses, and certifications. Such assurances and certifications required of the Service Provider shall include but not necessarily be limited to:*

9.2.1 Civil Rights and Equal Employment Opportunity

- 9.2.1.1** *The Service Provider agrees that all work pursuant to this Agreement shall be performed without regard to race, color, national origin, religion, sex, age or veteran or handicap status and in accordance with applicable federal and state law governing equal employment.*

9.3 Law Abiding

- 9.3.1** *Both parties certify, by signing this document, that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation business transaction by any federal, state or local agency. Both parties*

certify, that by signing this document, that it does not have a conflict of interest and the avoidance thereof in the execution of this contract.

9.4 Standards Of Conduct

9.4.1 *Both parties agree to fulfill the requirements of any Assurances(s) as may be required for the work undertaken during the performance of this Agreement.*

10 NOTICES

10.1 *Each party shall designate in writing one or more individuals, within its organization, as its representative(s) responsible to direct performance of such party's necessary functions. Such representatives shall be responsible for the accomplishment of the requirements and responsibilities of the parties under this Agreement in support of the Program.*

10.2 *All notices, certificates, acknowledgments, and other reports hereunder shall be in writing and shall be deemed properly delivered when personally delivered or mailed by certified or registered United States mail to the other party at its address as identified in Article 1 of this agreement, or to such other address as either party may, by written notice, designate to the other.*

11 TERMINATION

11.1 *This Agreement shall be for a term as defined in the Professional Services Agreement, renewable upon reasonable terms and conditions as may be agreed upon by the Customer and the Service Provider.*

11.2 *Termination of the Agreement shall not affect:*

11.2.1 *The Customer's obligation to pay for services previously performed by the Service Provider or expenses reasonably incurred by the Service Provider for which the Service Provider is entitled to reimbursement under paragraph 3.1, 3.2, AND 3.3 above,*

11.2.2 *The Service Provider's obligations to recognize the intellectual property rights under paragraph 6.1, 6.2, 6.3, 6.4, 6.5, and 6.6 above,*

11.2.3 *The Service Provider's obligation to defend and indemnify the Customer under paragraph 7.1 and 7.2 above,*

11.2.4 *The Service Provider's continuing obligations to the Customer under paragraphs 4.1 above.*

12 VALIDITY OF PROVISIONS

- 12.1 If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State, or local Government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.*
- 12.2 This Agreement shall be construed according to the laws of the State of Maryland and any and all disputes arising hereunder shall be resolved in the courts of the State of Maryland; provided, however, that any patent question or controversy shall be resolved in the courts having jurisdiction over the patent or patents in question and in accordance with the laws applicable to such patent or patents.*

13 RELATIONSHIP BETWEEN THE PARTIES

- 13.1 This Agreement is not intended by the parties to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind other than a contractor team arrangement as set forth in agreement, and the rights and obligations of the parties shall be limited to those expressly set forth herein. Neither party shall have the authority to bind the other. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the parties, except as may be provided for in any subcontract agreed to between the parties.*

14 ASSIGNMENT

- 14.1 Neither this Agreement nor any interest herein may be assigned or otherwise transferred by either party in whole or in part without the express prior written consent of the other party. Either party hereto shall have the right to assign this Agreement, without prior approval, to any successor to such party by way of merger or consolidation or the acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Agreement, provided that such assignee shall remain liable and responsible to the other party hereto for the performance and observation of all such obligations herein.*

15 MISCELLANEOUS

- 15.1** *This Agreement shall insure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and assigns of the parties, as the case may be.*
- 15.2** *The relationship created by this Agreement shall be that of independent contractor, and the Service Provider shall have no authority to bind or act as agent for the Customer or its employees for any purpose.*
- 15.3** *The Customer will not use the Service Provider's name in any commercial advertisement or similar material used to promote or sell products, unless the Customer obtains in advance written consent.*
- 15.4** *This Agreement replaces all previous agreements and the discussions relating to the subject matters hereof and constitutes the entire agreement between the Customer and the Service Provider with respect to the subject matters of this Agreement. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of the Customer, or by any written documents unless it is signed by an officer of the Customer and by the Service Provider.*
- 15.5** *If any term or provision of this Agreement is deemed invalid, contrary to, or prohibited under applicable laws or regulation of any jurisdiction, this Agreement (save only this sentence) shall be invalid.*

16 . ENTIRETY OF AGREEMENT

- 16.1** *This Agreement constitutes the entire agreement, representation, and understanding of the parties hereto and supersedes any and all previous understandings, commitments, or agreements, oral or written, related to the preparation of the Proposal and award of a contract under the Program set forth herein.*
- 16.2** *This Agreement shall not be amended or modified, nor shall any waiver or any right hereunder be effective unless set forth in a document executed by duly authorized representatives of both the Prime and the Sub. The waiver of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same.*
- 16.3** *The section and paragraph headings contained herein are for convenience only, and shall not limit in any way the scope of any provision of this Agreement.*

17 INTERPRETATION



InfoAge Solutions, Inc. (IAS)
General Terms and Conditions

- 17.1 The validity, construction, scope and performance of this Agreement shall be enforced and interpreted under the laws of the State of Maryland.***
- 17.2 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first indicated above.***
- 17.3 All parties agree and below certify that they are authorized representatives of the respective agencies with legal ability and intent to uphold this agreement in its entirety.***
- 17.4 All parties agree to have read this agreement and understand obligations hereunder.***