

**GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List**

Online access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

Schedule Title: Multiple Award Schedule (MAS)

FSC Group: Professional Services

Contract Number: GS-00F-060GA

For more information on ordering from Federal Supply Schedules click on FSS Schedules at GSA.gov.

ManpowerGroup Public Sector, Inc.
6400 Arlington Blvd., Third Floor
Falls Church, VA 22042
Tel: (703) 659-7328/ Fax: (703) 245-9401
<http://www.manpowergroup.us/PublicSector>

Contract Period:
12/8/2016 through 12/7/2026

Pricelist Current through Modification PS-0044 dated May 15, 2025

Contract Administration

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CUSTOMER INFORMATION

1a *Table of Awarded Special Item Number(s) with appropriate cross-reference to page numbers:*

SIN	Recovery	SIN Title
56131	56131RC	Talent Acquisition
511210	511210RC 511210STLOC	Software Licenses
541930	541930RC	Translation and Interpretation Services
54151S	54151SRC 54151SSTLOC	IT Professional Services
OLM	OLMRC OLMSTLOC	Order Level Materials

1b. *Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.*

See Pricing Pages

1c. *If the Contractor is proposing hourly rates a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided.*

Please see Labor Category Descriptions starting page 22

2. *Maximum Order:* \$350,000 for SIN 541930; \$1,000,000 for SIN 56131; \$500,000 for 511210 and 54151S; \$250,000 for OLM

3. *Minimum Order:* \$100.00

4. *Geographic Coverage:* Worldwide

5. *Point(s) of production:*

6400 Arlington Blvd., Third Floor
Falls Church, VA 22042

6. *Discount from list prices or statement of net price:* Government net prices (discounts already deducted).

7. *Quantity discounts:*

Translation Services:

- Translation rates are predicated on the assumption that all resources must be US Citizens.
- Translation performed by non-US Citizens, either CONUS or OCONUS, will be discounted at an additional 19% or greater.
- All translations are subject to a minimum charge of 1,000 words
- Rush services are available for most languages. Rush premiums for text translations may be up to 30%, depending on the project requirements. Rush charges may apply when: text translations require same day, overnight or other urgent delivery, including projects that exceed 2,000 words per day or require coordination of a team of translators to meet the deadline.
- ODCs are subject to a 6% G&A

Interpretation Services:

Terms:

- Interpretation rates are predicated on the assumption that assignments are in person.
- There is a one-day minimum charge per interpretation assignment for all classes of interpretation.
- Simultaneous interpreters work in pairs rotating approximately every 20 minutes for a maximum of eight hours a day.
- Consecutive interpreters may work alone for short periods of time, i.e. a half day or less, or in pairs for a full day.
- ODCs are subject to a 6% G&A

Discounts:

For the following Items/LCATS (interpreters holding security clearances or other security approvals such as Public Trust), each full day of service is eligible for the discounts below:

- Item 28: Simultaneous Interpreter, Western/Eastern European: 16% discount when contracted for 8-hour increments
- Item 29: Simultaneous Interpreter, Middle Eastern: 11% discount when contracted for 8-hour increments
- Item 30: Simultaneous Interpreter, Asian: 11% discount when contracted for 8-hour increments
- Item 32: Consecutive Interpreter, Western/Eastern European: 16% discount when contracted for 8-hour increments
- Item 33: Consecutive Interpreter, Middle Eastern: 11% discount when contracted for 8-hour increments
- Item 34: Consecutive Interpreter, Asian: 11% discount when contracted for 8-hour increments

Other LCATS

- Work performed by non-US Citizens under LCATS marked with a ‡ on page 5 will be discounted at an additional 8% for services billed by the hour.

In addition to the 11% and 16% 8-hour increment discounts above, the following quantity discounts are offered on individual task orders of \$1M or more:

Labor Category	Quantity Discount
Item 11: Creative/Design	4.07%
Items 2 and 3: Desktop Publishing – Asian Languages	9.49%
Item 14: Mid-Level Localization Engineer	1.04%
Item 15: Senior-Level Localization Engineer	1.04%
Item 9: Senior Program Manager	52.44%
Item 16: Tester	1.03%
Item 22: Tier 2 Mid-Level Linguist at Contractor Site	13%

8. Prompt payment terms: 1%-15 Days, Net 30 Days for SINs 541930 and 56131. Net 30 Days for SINs 511210 and 54151S. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign items: None

10a. Time of Delivery: Specified on the Task Order

10b. Expedited Delivery: Contact Contractor

10c. Overnight and 2-day delivery: Contact Contractor

10d. Urgent Requirements: Contact Contractor

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

12a. Ordering Address:

6400 Arlington Blvd., Third
Floor Falls Church, VA 22042

12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3

13. Payment address:

6400 Arlington Blvd., Third Floor
Falls Church, VA 22042

14. Warranty provision: Contractor's standard commercial warranty.

15. Export Packing Charges: N/A

16. Terms and conditions of rental, maintenance, and repair: N/A

17. *Terms and conditions of installation:* N/A

18.a *Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices :* N/A

18.b *Terms and conditions for any other services:* N/A

19. *List of service and distribution points:* N/A

20. *List of participating dealers:* N/A

21. *Preventive maintenance:* N/A

22a. *Special attributes:* N/A

22b. *Section 508:* N/A

23. *Unique Entity Identifier (UEI) Number:* WLJKNWHXJD5

24. *Notification regarding registration in System for Award Management (SAM) database*
Registered

GSA Pricing:

SIN	Awarded Labor Category	Year 8 12/8/23 – 12/7/24	Year 9 12/8/24 – 12/7/25	Year 10 12/8/25 – 12/7/26
56131	Associate Consultant	\$213.22	\$217.27	\$221.40
56131	Managing Consulting	\$335.82	\$342.20	\$348.70
56131	Executive Consultant	\$391.79	\$399.23	\$406.82

SIN	Awarded Labor Category	Year 8 12/8/23 – 12/7/24	Year 9 12/8/24 – 12/7/25	Year 10 12/8/25 – 12/7/26
541930	Reviewer	\$53.42	\$54.43	\$55.46
541930	Desktop publishing - English to Asian Languages***†	\$88.82	\$90.51	\$92.23
541930	Desktop publishing - Asian Languages to English***†	\$88.82	\$90.51	\$92.23
541930	Desktop publishing - English to Euro Languages†	\$76.98	\$78.44	\$79.93
541930	Desktop publishing - Euro Languages to English†	\$76.98	\$78.44	\$79.93
541930	Content Project Manager†	\$98.91	\$100.79	\$102.7
541930	Deputy Content Project Manager†	\$69.81	\$71.14	\$72.49
541930	Production Manager†	\$98.91	\$100.79	\$102.71
541930	Senior Program Manager***†	\$250.98	\$255.75	\$260.61
541930	Translation Project Manager†	\$65.29	\$66.53	\$67.79
541930	Creative/Design***†	\$83.78	\$85.37	\$86.99
541930	English Language Editor*†	\$87.98	\$89.65	\$91.35
541930	Engineer†	\$77.15	\$78.62	\$80.11
541930	Mid-Level Localization Engineer***†	\$83.08	\$84.66	\$86.27
541930	Senior-Level Localization Engineer***†	\$118.68	\$120.93	\$123.23
541930	Tester***†	\$64.01	\$65.23	\$66.47
541930	Tier 1 Expert Level Linguist at Client Site	\$137.22	\$139.83	\$142.49
541930	Tier I Senior Level Linguist at Client Site	\$111.18	\$113.29	\$115.44
541930	Tier I Senior Level Linguist at Contractor Site	\$99.23	\$101.12	\$103.04
541930	Tier II Mid-Level Linguist at Client Site	\$85.98	\$87.61	\$89.27
541930	Tier II Mid-Level Linguist at Contractor Site***	\$90.53	\$92.25	\$94.00
541930	Cleared Project Manager	\$89.02	\$90.71	\$92.43
541930	Expert Testimony/Court Certifier Client Site	\$143.83	\$146.56	\$149.34

SIN	Awarded Labor Category	Year 8 12/8/23 – 12/7/24	Year 9 12/8/24 – 12/7/25	Year 10 12/8/25 – 12/7/26
541930	Transcriber, Western & Eastern European*	\$77.91	\$79.39	\$80.90
541930	Transcriber, Middle Eastern*	\$83.91	\$85.50	\$87.12
541930	Transcriber, Asian*	\$83.91	\$85.50	\$87.12
541930	Transcriber, Other*	\$79.10	\$80.60	\$82.13
541930	Transcriber, Cleared*	\$85.91	\$87.55	\$89.21
541930	Transcriber, Limited Access*	\$77.45	\$78.92	\$80.42
541930	Simultaneous Interpreter, Western/Eastern European**	\$164.50	\$167.63	\$170.81
541930	Simultaneous Interpreter, Middle Eastern**	\$193.89	\$197.57	\$201.32
541930	Simultaneous Interpreter, Asian**	\$193.89	\$197.57	\$201.32
541930	Simultaneous Interpreter, Other	\$186.98	\$190.53	\$194.15
541930	Western/Eastern European Consecutive Interpreter**	\$145.24	\$148.00	\$150.81
541930	Middle Eastern Consecutive Interpreter**	\$175.48	\$178.81	\$182.21
541930	Asian Consecutive Interpreter**	\$175.48	\$178.81	\$182.21
541930	Other Consecutive Interpreter	\$157.34	\$160.33	\$163.38

* Service Contract Labor Standards (SCLS) apply to this Labor Category.

** Quantity discount offered for these interpretation LCATs (See Section 7b)

*** Quantity discount offered for these LCATs on individual task orders of \$1M or more. (See Section 7d)

‡ Discount offered for hourly work performed by non-U.S. citizens under these LCATS (See Section 7c)

SCA/SCLS Matrix:

SCLS Eligible Contract Labor Category	SCLS Equivalent Code Title	WD Number
Transcriber, Western & Eastern European	Word Processor II - 01612	2015-4281, Revision 21 dated 12/27/2021
Transcriber, Middle Eastern	Word Processor II - 01612	2015-4281, Revision 21 dated 12/27/2021
Transcriber, Asian	Word Processor II - 01612	2015-4281, Revision 21 dated 12/27/2021
Transcriber, Other	Word Processor II - 01612	2015-4281, Revision 21 dated 12/27/2021
Transcriber, Cleared	Word Processor II - 01612	2015-4281, Revision 21 dated 12/27/2021
Transcriber, Limited Access	Word Processor II – 01612	2015-4281, Revision 21 dated 12/27/2021
English Language Editor	Word Processor II – 01612	2015-4281, Revision 21 dated 12/27/2021

"The Service Contract Labor Standards, formerly the Service Contract Act (SCA), apply to this contract and it includes SCLS applicable labor categories. Labor categories and fixed price services marked with a (*) in this pricelist are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCLS/SCA matrix. The prices awarded are in line with the geographic scope of the contract (i.e., nationwide)."

SIN	Awarded Labor Category	Year 8 12/8/23 – 12/7/24	Year 9 12/8/24 – 12/7/25	Year 10 12/8/25 – 12/7/26
54151S	IT Application Developer I	\$73.75	\$73.75	\$75.15
54151S	IT Application Developer II	\$89.38	\$89.38	\$91.08
54151S	IT Application Developer IV	\$136.26	\$136.26	\$138.85
54151S	IT Configuration/Change Mgr I	\$94.40	\$94.40	\$96.19
54151S	IT Configuration/Change Mgr II	\$107.92	\$107.92	\$109.97
54151S	IT Database Administrator I	\$77.59	\$77.59	\$79.06
54151S	IT Database Administrator II	\$87.22	\$87.22	\$88.88
54151S	IT Enterprise Architect I	\$117.72	\$117.72	\$119.96
54151S	IT Enterprise Architect II	\$171.30	\$171.30	\$174.56
54151S	IT ERP Analyst I	\$97.67	\$97.67	\$99.53
54151S	IT ERP Analyst II	\$132.51	\$132.51	\$135.03
54151S	IT ERP Analyst III	\$159.00	\$159.00	\$162.03
54151S	IT Inf Security Specialist I	\$98.12	\$98.12	\$99.98
54151S	IT Infrastructure Support II	\$54.51	\$54.51	\$55.55
54151S	IT Infrastructure Support III	\$67.60	\$67.60	\$68.88
54151S	IT Network Engineer I	\$69.76	\$69.76	\$71.09
54151S	IT Network Engineer II	\$89.87	\$89.87	\$91.58
54151S	IT Network/Systems Admin I	\$57.77	\$57.77	\$58.87
54151S	IT Project Manager I	\$111.02	\$111.02	\$113.13
54151S	IT Project Manager II	\$130.83	\$130.83	\$133.32
54151S	IT Systems Analyst I	\$70.87	\$70.87	\$72.22
54151S	IT Systems Analyst II	\$93.21	\$93.21	\$94.98
54151S	IT Systems Analyst III	\$116.32	\$116.32	\$118.53
54151S	IT Technical Lead I	\$102.57	\$102.57	\$104.51
54151S	IT Technical Lead II	\$137.46	\$137.46	\$140.07
54151S	IT Testing/QA I	\$63.22	\$63.22	\$64.42
54151S	IT Testing/QA II	\$75.09	\$75.09	\$76.52
54151S	IT Testing/QA III	\$88.29	\$88.29	\$89.96
54151S	IT Testing/QA IV	\$108.32	\$108.32	\$110.38

SIN 56131 – TALENT ACQUISITION DESCRIPTION

MGPS offers Talent Acquisition services including recruiting, full or part time staffing or contract employment, as well as: Talent Acquisition Management; Candidate Sourcing and Recruitment; Candidate Assessment and Selection; New Hire In-Processing; Candidate Suitability; and Security Classification and Background Investigation Support. MGPS also provides end-to-end support across the recruiting process and augments support for sourcing, screening, or project Resource Process Outsourcing (RPO) to achieve desired outcomes anywhere across the globe. Our capabilities include delivering a holistic approach to attracting, sourcing, and screening talent, combining best-in-class technology, insights, and tools to enhance candidate experience and de-risk hiring, reducing time-to-fill and accelerating productivity.

SIN 541930/541930RC – TRANSLATION AND INTERPRETATION SERVICES DESCRIPTION

1. Document Translation
 - a. Multilingual Desktop Publishing
 - b. Web/Software Localization
 - c. Multimedia Localization
 - d. Customer Site Support
2. Interpretation
 - a. Simultaneous Interpreters (SI)
 - b. Consecutive Interpreters
 - c. Conference Interpretation Equipment Services (Open Market Item)
3. Linguist Services for Secure and Law Enforcement Requirements

MGPS native translation teams are comprised of subject specialists who work in a broad array of scientific and technical disciplines, including medical devices, pharmaceuticals, health care management, industrial technology, engineering, nuclear power, telecom, chemistry, agriculture, environment, IT solutions, geospatial information, forensics, energy production, law, finance, banking and many other fields.

Resources Include:

- Professionally trained linguists, editors, transcribers, multilingual content creators, publishing and graphics specialists, multilingual web engineers, translation task (project) managers;
- Job tracking and comprehensive scheduling software to support efficient and cost-effective project management and reporting;
- Documented and proven Translation Quality Assurance Program;
- Over 75 years combined staff experience in translation project management, quality control and delivery operations management.

1. Document Translation

MGPS provides technical translations, including reports, monographs and other publications, scientific articles and research findings, technical specifications and engineering drawings, legal materials, training materials, etc. These documents vary from text-only items to published

materials containing charts, tables, scientific equations, figures, schematics, flow charts, photographs and other graphical elements.

1.a. Multilingual Desktop Publishing

For documents requiring specialized formatting, our expert multilingual desktop publishing specialists produce publication-quality documents in many languages, including double-byte, bidirectional, and low-density languages. MGPS has extensive multilingual desktop publishing capabilities in a wide range of electronic formats, such as MS Word, Excel, PowerPoint, the Adobe Creative Cloud Collection (InDesign, Illustrator, Photoshop, etc.), Publisher, Visio, and other desktop publishing and graphics applications for both PC and MAC.

1.b. Web/Software Localization

MGPS offers cutting-edge software/web localization solutions that seamlessly integrate modern digital language technology and human expertise. The company deploys a range of proven resources in developing customized website localization solutions to meet every requirement, including Limited English Proficiency needs. Whether you require a complete internationalization and localization of your website or a software product into ten languages, or you simply need to make a few key segments of your product available in one or two languages, MGPS will deliver industry best practices and specialized resources to get the job done.

Resources Include:

Full-service support for every software/web environment, from simple applications, e-commerce sites and web storefronts to custom-built OS based suites and corporate intranets;

Expert in-house localization engineering staff with proven experience in multilingual environments in HTML, XML, SGML, CGI, PERL, ASP, ColdFusion, PHP, Visual Basic, Java, .NET, C#, C/C++, JavaScript, ShockWave, Flash, Authorware, Director, e-commerce and database technologies and emerging technology solutions to provide customized localization services for the MS Windows, Mac OS, Linux and UNIX, iOS, Android, Ubuntu Touch and other stationary and mobile platforms, as well as hardware-based localization projects;

Full-scale software/web development, localization and quality assurance facilities for recreation of the original development environment as well as locale-specific environments for production and delivery;

Custom solutions, deployment and full support of secure cloudbased and non-cloud-based Translation Management System (TMS) and Machine Translation (MT) operations.

1.c. Multimedia Localization

MGPS provides comprehensive audio and video text adaptation, script translation, voice-over, subtitling, and captioning for training, marketing, educational, or commercial audio and video tape products in over 100 languages. Our industry-standard tools include ProTools, the Adobe Creative Cloud Collection, subtitling systems, and more.

1.d. Customer Site Support

MGPS provides linguists with and without security clearances to work at customer locations. For additional information regarding language support for classified requirements, please contact us.

Other On-Site Services Include:

Translators for international conferences or meetings where protocols, contracts or treaties must be produced, translated, reviewed or published in real time at the local venue;

Localization engineers for on-site localized testing requirements;

Translation task (project) managers.

2. Interpretation Services

MGPS provides simultaneous and consecutive (seminar) interpretation services for meetings, conferences, seminars, litigation proceedings, briefings, trainings, conference calls, teleconferences, and various other forms of voice communications.

1.a. Simultaneous Interpreters (SI)

Simultaneous interpretation is best utilized for conferences, meetings, training or other events where a great deal of information must be conveyed quickly (without the delay that occurs with consecutive interpretation). Simultaneous interpreters work in teams of at least two (sometimes three) interpreters. Simultaneous interpretation services are provided along with Simultaneous Interpretation (SI) equipment, which is used to facilitate the interpretation. SI interpretation is also frequently used in the courts during trials or hearings.

i) Consecutive Interpreters

Consecutive interpretation, also referred to as sequential or seminar, may be carried out with one or more interpreters, depending on the nature of the meeting. For example, a full day of intensive negotiation may require two interpreters who will rotate in 20-30 minute intervals. For less intensive meetings, one interpreter may suffice. It is important to note that consecutive interpretation will double the length of time required to communicate.

ii) Conference Interpretation Equipment Services (Open Market Item)

On short notice and virtually anywhere in the world, MGPS can turn a hotel ballroom, corporate conference center or training facility into a simulated UN environment. We provide:

A full range of state-of-the-art simultaneous interpreting equipment, including wired, wireless and secure infrared, together with A/V and recording equipment configured to meet every client requirement. We support all venues from large outdoor meetings to customized conference room designs. All systems are fully adaptable to any local power source worldwide. MGPS also offers a full range of portable interpreting solutions for facility tours or other applications. Assistive listening devices are also available.

On-site technical support for all systems and equipment at any location. MGPS's expert technical staff routinely handles transport, set-up, testing, maintenance and breakdown of all equipment, interpreter booths and recording equipment at customer-designated sites. MGPS technicians are also available to install and maintain recording systems for event recording purposes. Recorded proceedings can also be transcribed.

1. Linguist Services for Secure and Law Enforcement Requirements

MGPS offers both classified and unclassified foreign language support such as providing linguists at CONUS and OCONUS locations, and producing translation deliverables, as summarized below:

Long-term linguist placement on customer site

- Linguist screening, testing, qualification
- Cleared and uncleared linguists
- Linguists with specialized skill sets

Short-term linguist assignment at any location

- Translators to review documents and perform translation of sensitive materials
- Transcribers to create written transcripts of oral proceedings and recordings
- Interpreters for meetings, court cases and depositions
- Expert witnesses for trials

Translation of documents following rigorous quality control procedures

- Legal documents for the government to support prosecution of crimes ranging from money laundering to human trafficking
- Brochures, posters, and other information for public distribution
- Training materials for the government used to train border guards who engage in drug interdiction and radiation signature detection, port controls and other anti-terror programs
- Materials protection control and accounting of fissile materials in support of nuclear non-proliferation for the national laboratories

Transcription from audio and video recordings

MGPS provides high quality audio-to-text transcription services including side-by-side formats for use in court. We have transcription experience with Title III intercepts, including body wires related to federal investigations, as well as depositions, broadcasts and other source materials, such as:

- Overseas broadcast and media material exploitation
- Segments of speech to train machine translation technology for speech-to-text and text-to-text applications

TRANSLATION SERVICES PRICING

Terms: See Section 7a.

Source Language	Target Language	Unit of Issue	Year 6 12/8/21– 12/7/22	Year 7 12/8/22– 12/7/23	Year 8 12/8/23 – 12/7/24	Year 9 12/8/24 – 12/7/25	Year 10 12/8/25 – 12/7/26
English	Albanian	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
Albanian	English	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
English	Arabic	per word	\$0.3955	\$0.4030	\$0.4107	\$0.4185	\$0.4265
Arabic	English	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
English	Azeri	per word	\$0.4285	\$0.4366	\$0.4449	\$0.4534	\$0.4620
Azeri	English	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
English	Bahasa Indonesia	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
Bahasa Indonesia	English	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
English	Bangla/Bengali	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
Bangla/Bengali	English	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
English	Bosnian	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
Bosnian	English	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
English	Bulgarian	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
Bulgarian	English	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
English	Burmese	per word	\$0.3296	\$0.3359	\$0.3422	\$0.3488	\$0.3554
Burmese	English	per word	\$0.3296	\$0.3359	\$0.3422	\$0.3488	\$0.3554
English	Cebuano	per word	\$0.3845	\$0.3918	\$0.3993	\$0.4069	\$0.4146
Cebuano	English	per word	\$0.3845	\$0.3918	\$0.3993	\$0.4069	\$0.4146
English	Chavacano	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
Chavacano	English	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
English	Chinese - Simplified	per word	\$0.3736	\$0.3806	\$0.3879	\$0.3953	\$0.4028
Chinese -Simplified	English	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
English	Chinese-Traditional	per word	\$0.3736	\$0.3806	\$0.3879	\$0.3953	\$0.4028
Chinese-Traditional	English	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435

Source Language	Target Language	Unit of Issue	Year 6 12/8/21– 12/7/22	Year 7 12/8/22– 12/7/23	Year 8 12/8/23 – 12/7/24	Year 9 12/8/24 – 12/7/25	Year 10 12/8/25 – 12/7/26
English	Croatian	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
Croatian	English	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
English	Czech	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
Czech	English	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
English	Danish	per word	\$0.3296	\$0.3359	\$0.3422	\$0.3488	\$0.3554
Danish	English	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
English	Dari	per word	\$0.3845	\$0.3918	\$0.3993	\$0.4069	\$0.4146
Dari	English	per word	\$0.3845	\$0.3918	\$0.3993	\$0.4069	\$0.4146
English	Dutch	per word	\$0.3296	\$0.3359	\$0.3422	\$0.3488	\$0.3554
Dutch	English	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
English	Estonian	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
Estonian	English	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
English	Farsi	per word	\$0.3955	\$0.4030	\$0.4107	\$0.4185	\$0.4265
Farsi	English	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
English	Finnish	per word	\$0.3516	\$0.3583	\$0.3651	\$0.3720	\$0.3791
Finnish	English	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
English	Fioti	per word	\$0.3516	\$0.3583	\$0.3651	\$0.3720	\$0.3791
Fioti	English	per word	\$0.3516	\$0.3583	\$0.3651	\$0.3720	\$0.3791
English	Flemish	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
Flemish	English	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
English	French (Europe or Canada)	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
French (Europe or Canada)	English	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
English	Georgian	per word	\$0.3955	\$0.4030	\$0.4107	\$0.4185	\$0.4265
Georgian	English	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
English	German	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
German	English	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198

Source Language	Target Language	Unit of Issue	Year 6 12/8/21– 12/7/22	Year 7 12/8/22– 12/7/23	Year 8 12/8/23 – 12/7/24	Year 9 12/8/24 – 12/7/25	Year 10 12/8/25 – 12/7/26
English	Greek	per word	\$0.3626	\$0.3695	\$0.3765	\$0.3836	\$0.3909
Greek	English	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
English	Gujarati	per word	\$0.3845	\$0.3918	\$0.3993	\$0.4069	\$0.4146
Gujarati	English	per word	\$0.3845	\$0.3918	\$0.3993	\$0.4069	\$0.4146
English	Haitian Creole	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
Haitian Creole	English	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
English	Hebrew (Israel)	per word	\$0.3955	\$0.4030	\$0.4107	\$0.4185	\$0.4265
Hebrew (Israel)	English	per word	\$0.3736	\$0.3806	\$0.3879	\$0.3953	\$0.4028
English	Hindi	per word	\$0.3736	\$0.3806	\$0.3879	\$0.3953	\$0.4028
Hindi	English	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
English	Hindko	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
Hindko	English	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
English	Hmong	per word	\$0.3736	\$0.3806	\$0.3879	\$0.3953	\$0.4028
Hmong	English	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
English	Hungarian	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
Hungarian	English	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
English	Italian	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
Italian	English	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
English	Japanese	per word	\$0.3736	\$0.3806	\$0.3879	\$0.3953	\$0.4028
Japanese	English	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
English	Khmer	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
Khmer	English	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
English	Kikongo/Kongo	per word	\$0.3516	\$0.3583	\$0.3651	\$0.3720	\$0.3791
Kikongo/Kongo	English	per word	\$0.3516	\$0.3583	\$0.3651	\$0.3720	\$0.3791
English	Korean	per word	\$0.3736	\$0.3806	\$0.3879	\$0.3953	\$0.4028
Korean	English	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435

Source Language	Target Language	Unit of Issue	Year 6 12/8/21– 12/7/22	Year 7 12/8/22– 12/7/23	Year 8 12/8/23 – 12/7/24	Year 9 12/8/24 – 12/7/25	Year 10 12/8/25 – 12/7/26
English	Kurdish	per word	\$0.3845	\$0.3918	\$0.3993	\$0.4069	\$0.4146
Kurdish	English	per word	\$0.3845	\$0.3918	\$0.3993	\$0.4069	\$0.4146
English	Laotian	per word	\$0.3736	\$0.3806	\$0.3879	\$0.3953	\$0.4028
Laotian	English	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
English	Lingala	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
Lingala	English	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
English	Lithuanian	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
Lithuanian	English	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
English	Macedonian	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
Macedonian	English	per word	\$0.3296	\$0.3359	\$0.3422	\$0.3488	\$0.3554
English	Malay	per word	\$0.3296	\$0.3359	\$0.3422	\$0.3488	\$0.3554
Malay	English	per word	\$0.3296	\$0.3359	\$0.3422	\$0.3488	\$0.3554
English	Memoni (Memon)	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
Memoni (Memon)	English	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
English	Moldovan	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
Moldovan	English	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
English	Norwegian	per word	\$0.3296	\$0.3359	\$0.3422	\$0.3488	\$0.3554
Norwegian	English	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
English	Pashto	per word	\$0.3845	\$0.3918	\$0.3993	\$0.4069	\$0.4146
Pashto	English	per word	\$0.3845	\$0.3918	\$0.3993	\$0.4069	\$0.4146
English	Polish	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
Polish	English	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
English	Portuguese (Portugal)	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
Portuguese (Portugal)	English	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
English	Portuguese (Brazil)	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
Portuguese (Brazil)	English	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198

Source Language	Target Language	Unit of Issue	Year 6 12/8/21– 12/7/22	Year 7 12/8/22– 12/7/23	Year 8 12/8/23 – 12/7/24	Year 9 12/8/24 – 12/7/25	Year 10 12/8/25 – 12/7/26
English	Punjabi	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
Punjabi	English	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
English	Romanian	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
Romanian	English	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
English	Russian	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
Russian	English	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
English	Serbian	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
Serbian	English	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
English	Serbo-Croatian	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
Serbo-Croatian	English	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
English	Sindhi (Hindu)	per word	\$0.3296	\$0.3359	\$0.3422	\$0.3488	\$0.3554
Sindhi (Hindu)	English	per word	\$0.3296	\$0.3359	\$0.3422	\$0.3488	\$0.3554
English	Sinhalese/Sinhala	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
Sinhalese/Sinhala	English	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
English	Slovak	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
Slovak	English	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
English	Slovenian/Slovene	per word	\$0.2857	\$0.2911	\$0.2966	\$0.3023	\$0.3080
Slovenian/Slovene	English	per word	\$0.2857	\$0.2911	\$0.2966	\$0.3023	\$0.3080
English	Spanish (Latin/South America & Mexico)	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
Spanish (Latin/South America & Mexico)	English	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
English	Spanish (Spain)	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
Spanish (Spain)	English	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
English	Swahili	per word	\$0.3516	\$0.3583	\$0.3651	\$0.3720	\$0.3791
Swahili	English	per word	\$0.3516	\$0.3583	\$0.3651	\$0.3720	\$0.3791
English	Swedish	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435

Source Language	Target Language	Unit of Issue	Year 6 12/8/21– 12/7/22	Year 7 12/8/22– 12/7/23	Year 8 12/8/23 – 12/7/24	Year 9 12/8/24 – 12/7/25	Year 10 12/8/25 – 12/7/26
Swedish	English	per word	\$0.3186	\$0.3247	\$0.3308	\$0.3371	\$0.3435
English	Tadzhik	per word	\$0.3736	\$0.3806	\$0.3879	\$0.3953	\$0.4028
Tadzhik	English	per word	\$0.3736	\$0.3806	\$0.3879	\$0.3953	\$0.4028
English	Tagalog	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
Tagalog	English	per word	\$0.3406	\$0.3471	\$0.3537	\$0.3604	\$0.3672
English	Tamil	per word	\$0.3516	\$0.3583	\$0.3651	\$0.3720	\$0.3791
Tamil	English	per word	\$0.3516	\$0.3583	\$0.3651	\$0.3720	\$0.3791
English	Thai	per word	\$0.4065	\$0.4142	\$0.4221	\$0.4301	\$0.4383
Thai	English	per word	\$0.3626	\$0.3695	\$0.3765	\$0.3836	\$0.3909
English	Tigrinya	per word	\$0.3845	\$0.3918	\$0.3993	\$0.4069	\$0.4146
Tigrinya	English	per word	\$0.3845	\$0.3918	\$0.3993	\$0.4069	\$0.4146
English	Turkish	per word	\$0.3736	\$0.3806	\$0.3879	\$0.3953	\$0.4028
Turkish	English	per word	\$0.3296	\$0.3359	\$0.3422	\$0.3488	\$0.3554
English	Ukrainian	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
Ukrainian	English	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
English	Urdu	per word	\$0.3845	\$0.3918	\$0.3993	\$0.4069	\$0.4146
Urdu	English	per word	\$0.3845	\$0.3918	\$0.3993	\$0.4069	\$0.4146
English	Uzbek	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
Uzbek	English	per word	\$0.3076	\$0.3135	\$0.3194	\$0.3255	\$0.3317
English	Vietnamese	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
Vietnamese	English	per word	\$0.2966	\$0.3023	\$0.3080	\$0.3139	\$0.3198
English	Yiddish	per word	\$0.4065	\$0.4142	\$0.4221	\$0.4301	\$0.4383
Yiddish	English	per word	\$0.3955	\$0.4030	\$0.4107	\$0.4185	\$0.4265

INTERPRETATION – OTHER LANGUAGE SERVICES PRICING

Terms:

* There is a one-day minimum charge per interpretation assignment for all classes of interpreters.

* Simultaneous interpreters work in pairs rotating approximately every 20 minutes for a maximum of eight hours a day.

* Consecutive interpreters may work alone for short periods of time, i.e. a half day or less, or in pairs for a full day.

The following simultaneous and consecutive rates apply to both U.S. and non-U.S. citizens.

These rates do not apply to interpreters holding security clearances or other security approvals such as public trust.

Source Language	Target Language	Service Type Specified	Unit of Issue	Year 6 12/8/21 – 12/7/22	Year 7 12/8/22 – 12/7/23	Year 8 12/8/23 – 12/7/24	Year 9 12/8/24 – 12/7/25	Year 10 12/8/25 – 12/7/26
Albanian	English	Simultaneous	hour	\$136.99	\$139.59	\$142.24	\$144.94	\$147.69
Arabic	English	Simultaneous	hour	\$136.99	\$139.59	\$142.24	\$144.94	\$147.69
Bosnian	English	Simultaneous	hour	\$136.99	\$139.59	\$142.24	\$144.94	\$147.69
Bulgarian	English	Simultaneous	hour	\$136.99	\$139.59	\$142.24	\$144.94	\$147.69
Chinese - Mandarin	English	Simultaneous	hour	\$184.11	\$187.61	\$191.17	\$194.80	\$198.50
Chinese - Cantonese	English	Simultaneous	hour	\$184.11	\$187.61	\$191.17	\$194.80	\$198.50
Croatian	English	Simultaneous	hour	\$136.99	\$139.59	\$142.24	\$144.94	\$147.69
Czech	English	Simultaneous	hour	\$136.99	\$139.59	\$142.24	\$144.94	\$147.69
Danish	English	Simultaneous	hour	\$121.81	\$124.12	\$126.48	\$128.88	\$131.33
Dutch	English	Simultaneous	hour	\$121.81	\$124.12	\$126.48	\$128.88	\$131.33
Estonian	English	Simultaneous	hour	\$136.99	\$139.59	\$142.24	\$144.94	\$147.69
Farsi	English	Simultaneous	hour	\$136.99	\$139.59	\$142.24	\$144.94	\$147.69
Finnish	English	Simultaneous	hour	\$121.81	\$124.12	\$126.48	\$128.88	\$131.33
French (Europe)	English	Simultaneous	hour	\$130.47	\$132.95	\$135.48	\$138.05	\$140.67
French (Canada)	English	Simultaneous	hour	\$130.47	\$132.95	\$135.48	\$138.05	\$140.67
Georgian	English	Simultaneous	hour	\$140.29	\$142.96	\$145.68	\$148.45	\$151.27
German	English	Simultaneous	hour	\$130.47	\$132.95	\$135.48	\$138.05	\$140.67
Greek	English	Simultaneous	hour	\$140.29	\$142.96	\$145.68	\$148.45	\$151.27
Hebrew (Israel)	English	Simultaneous	hour	\$140.29	\$142.96	\$145.68	\$148.45	\$151.27
Hungarian	English	Simultaneous	hour	\$136.99	\$139.59	\$142.24	\$144.94	\$147.69
Italian	English	Simultaneous	hour	\$144.20	\$146.94	\$149.73	\$152.57	\$155.47
Japanese	English	Simultaneous	hour	\$171.56	\$174.82	\$178.14	\$181.52	\$184.97
Korean	English	Simultaneous	hour	\$136.99	\$139.59	\$142.24	\$144.94	\$147.69
Lithuanian	English	Simultaneous	hour	\$136.99	\$139.59	\$142.24	\$144.94	\$147.69
Macedonian	English	Simultaneous	hour	\$136.99	\$139.59	\$142.24	\$144.94	\$147.69
Norwegian	English	Simultaneous	hour	\$121.81	\$124.12	\$126.48	\$128.88	\$131.33
Polish	English	Simultaneous	hour	\$140.29	\$142.96	\$145.68	\$148.45	\$151.27

Source Language	Target Language	Service Type Specified	Unit of Issue	Year 6 12/8/21 – 12/7/22	Year 7 12/8/22 – 12/7/23	Year 8 12/8/23 – 12/7/24	Year 9 12/8/24 – 12/7/25	Year 10 12/8/25 – 12/7/26
Portuguese (Portugal)	English	Simultaneous	hour	\$130.47	\$132.95	\$135.48	\$138.05	\$140.67
Portuguese (Brazil)	English	Simultaneous	hour	\$144.20	\$146.94	\$149.73	\$152.57	\$155.47
Romanian	English	Simultaneous	hour	\$136.99	\$139.59	\$142.24	\$144.94	\$147.69
Russian	English	Simultaneous	hour	\$130.47	\$132.95	\$135.48	\$138.05	\$140.67
Serbian	English	Simultaneous	hour	\$136.99	\$139.59	\$142.24	\$144.94	\$147.69
Slovak	English	Simultaneous	hour	\$136.99	\$139.59	\$142.24	\$144.94	\$147.69
Spanish (Latin/South American & Mexican)	English	Simultaneous	hour	\$130.47	\$132.95	\$135.48	\$138.05	\$140.67
Spanish (Spain)	English	Simultaneous	hour	\$137.34	\$139.95	\$142.61	\$145.32	\$148.08
Swedish	English	Simultaneous	hour	\$124.73	\$127.10	\$129.51	\$131.97	\$134.48
Thai	English	Simultaneous	hour	\$118.02	\$120.26	\$122.54	\$124.87	\$127.24
Turkish	English	Simultaneous	hour	\$137.34	\$139.95	\$142.61	\$145.32	\$148.08
Ukrainian	English	Simultaneous	hour	\$106.22	\$108.24	\$110.30	\$112.40	\$114.54
Vietnamese	English	Simultaneous	hour	\$136.99	\$139.59	\$142.24	\$144.94	\$147.69
Albanian	English	Consecutive	hour	\$122.33	\$124.65	\$127.02	\$129.43	\$131.89
Arabic	English	Consecutive	hour	\$127.20	\$129.62	\$132.08	\$134.59	\$137.15
Bosnian	English	Consecutive	hour	\$122.33	\$124.65	\$127.02	\$129.43	\$131.89
Bulgarian	English	Consecutive	hour	\$122.33	\$124.65	\$127.02	\$129.43	\$131.89
Chinese - Mandarin	English	Consecutive	hour	\$151.48	\$154.36	\$157.29	\$160.28	\$163.33
Chinese - Cantonese	English	Consecutive	hour	\$170.97	\$174.22	\$177.53	\$180.90	\$184.34
Croatian	English	Consecutive	hour	\$122.33	\$124.65	\$127.02	\$129.43	\$131.89
Czech	English	Consecutive	hour	\$122.33	\$124.65	\$127.02	\$129.43	\$131.89
Danish	English	Consecutive	hour	\$108.21	\$110.27	\$112.37	\$114.51	\$116.69
Dutch	English	Consecutive	hour	\$108.21	\$110.27	\$112.37	\$114.51	\$116.69
Estonian	English	Consecutive	hour	\$122.33	\$124.65	\$127.02	\$129.43	\$131.89
Farsi	English	Consecutive	hour	\$127.20	\$129.62	\$132.08	\$134.59	\$137.15
Finnish	English	Consecutive	hour	\$108.21	\$110.27	\$112.37	\$114.51	\$116.69
French (Europe)	English	Consecutive	hour	\$121.17	\$123.47	\$125.82	\$128.21	\$130.65
French (Canada)	English	Consecutive	hour	\$121.17	\$123.47	\$125.82	\$128.21	\$130.65
Georgian	English	Consecutive	hour	\$125.26	\$127.64	\$130.07	\$132.54	\$135.06
German	English	Consecutive	hour	\$128.12	\$130.55	\$133.03	\$135.56	\$138.14
Greek	English	Consecutive	hour	\$125.26	\$127.64	\$130.07	\$132.54	\$135.06
Hebrew (Israel)	English	Consecutive	hour	\$130.26	\$132.73	\$135.25	\$137.82	\$140.44
Hungarian	English	Consecutive	hour	\$127.20	\$129.62	\$132.08	\$134.59	\$137.15
Italian	English	Consecutive	hour	\$128.12	\$130.55	\$133.03	\$135.56	\$138.14
Japanese	English	Consecutive	hour	\$159.41	\$162.44	\$165.53	\$168.68	\$171.88
Korean	English	Consecutive	hour	\$127.20	\$129.62	\$132.08	\$134.59	\$137.15
Lithuanian	English	Consecutive	hour	\$122.33	\$124.65	\$127.02	\$129.43	\$131.89
Macedonian	English	Consecutive	hour	\$122.33	\$124.65	\$127.02	\$129.43	\$131.89

Source Language	Target Language	Service Type Specified	Unit of Issue	Year 6 12/8/21 – 12/7/22	Year 7 12/8/22 – 12/7/23	Year 8 12/8/23 – 12/7/24	Year 9 12/8/24 – 12/7/25	Year 10 12/8/25 – 12/7/26
Norwegian	English	Consecutive	hour	\$113.10	\$115.25	\$117.44	\$119.67	\$121.94
Polish	English	Consecutive	hour	\$125.26	\$127.64	\$130.07	\$132.54	\$135.06
Portuguese (Portugal)	English	Consecutive	hour	\$128.12	\$130.55	\$133.03	\$135.56	\$138.14
Portuguese (Brazil)	English	Consecutive	hour	\$128.12	\$130.55	\$133.03	\$135.56	\$138.14
Romanian	English	Consecutive	hour	\$127.20	\$129.62	\$132.08	\$134.59	\$137.15
Russian	English	Consecutive	hour	\$125.26	\$127.64	\$130.07	\$132.54	\$135.06
Serbian	English	Consecutive	hour	\$122.33	\$124.65	\$127.02	\$129.43	\$131.89
Slovak	English	Consecutive	hour	\$122.33	\$124.65	\$127.02	\$129.43	\$131.89
Spanish (Latin/South American & Mexico)	English	Consecutive	hour	\$122.51	\$124.84	\$127.21	\$129.63	\$132.09
Spanish (Spain)	English	Consecutive	hour	\$122.51	\$124.84	\$127.21	\$129.63	\$132.09
Swedish	English	Consecutive	hour	\$110.81	\$112.92	\$115.07	\$117.26	\$119.49
Thai	English	Consecutive	hour	\$109.60	\$111.68	\$113.80	\$115.96	\$118.16
Turkish	English	Consecutive	hour	\$132.49	\$135.01	\$137.58	\$140.19	\$142.85
Ukrainian	English	Consecutive	hour	\$98.63	\$100.50	\$102.41	\$104.36	\$106.34
Vietnamese	English	Consecutive	hour	\$127.20	\$129.62	\$132.08	\$134.59	\$137.15

LABOR CATEGORY DESCRIPTIONS

Labor Category	Description
Talent Acquisition	
Associate Consultant (Talent Acquisition)	Possesses knowledge, experience, and skills to develop solutions, recommendations, or deliverables related to recruiting and recruitment programs to support organizational talent missions and objectives. Performs tasks, such as: sourcing, drafting vacancy announcements, and evaluating applicants against job requirements. Works independently with little supervision to facilitate project team's talent acquisition objectives. Collaborates with Managing Consultants or Executive Consultants. Experience & Education: Minimum of 2 years of experience and Bachelor's Degree.
Managing Consultant (Talent Acquisition)	Possesses advanced knowledge, experience, and skills to develop solutions, recommendations, or deliverables related to recruiting and recruitment programs to support organizational talent missions and objectives. Develops talent acquisition procedures and plans for such objectives as: attracting, recruiting, assessing, and selecting highly qualified candidates. May initiate pre-employment activities and candidate hiring. Conducts interviews, gathers data, and develops recommendations in support of project objectives, tasks, and deliverables. Directs the activities of Associate Consultants or other staff. Experience & Education: Minimum of 5 years of experience and Bachelor's Degree.
Executive Consultant (Talent Acquisition)	Possesses expert knowledge, experience, and skills to develop solutions, recommendations, or deliverables related to recruiting and recruitment programs to support organizational talent missions and objectives. Serves as talent acquisition program or project leader. Brings demonstrated knowledge, extensive experience in the development of solutions, recommendations, or outcomes across multiple complex tasks in multiple organizations. Defines project objectives and strategic direction. Responsible for providing thought leadership and vision to customer and project teams in across the spectrum of talent acquisition. Serves as a key facilitator between multiple teams to achieve objectives of complex efforts. Guides procedures for attracting, recruiting, assessing, and selecting highly qualified talent that aligns to customer requirements. Directs the activities of more junior Managing and Associates Consultants or other staff as necessary. Experience & Education: Minimum of 9 years of experience and Bachelor's Degree.
Language Services	
Reviewer	A reviewer will perform a wide range of foreign language related services to such as editing, quality control, revisions and review. This labor category is not a cleared position and may be fulfilled by non-US citizens and the work may be performed OCONUS. The reviewer shall possess at least 2 years of professional translation experience and hold a Bachelor's, preferably in language or a related field.
Desktop Publishing – English to Asian Languages†	Possesses at least 2 years of experience with desktop publishing programs, such as but not limited to: Adobe InDesign, QuarkXPress, Microsoft PowerPoint and other applications to produce camera ready files in Asian and or reverse directional languages for such items as magazines, flyers, reports, presentations, we graphics or graphics used in videos and other collateral. U.S. citizenship is required. Familiar laying out foreign languages is required and some level of proficiency in an Asian language is highly desirable. High school degree. B.A. or other higher education in a relevant field desirable and may substitute for one year of experience.
Desktop Publishing – Asian Languages to English†	Possesses at least 2 years of experience with desktop publishing programs, such as but not limited to: Adobe InDesign, QuarkXPress, Microsoft PowerPoint and other applications to produce camera ready files in English for such items as magazines, flyers, reports, presentations, we graphics or graphics used in videos and other collateral. U.S. citizenship is required. Familiar laying out foreign

Labor Category	Description
	languages is required and some level of proficiency in English is highly desirable High school degree. B.A. or other higher education in a relevant field desirable and may substitute for one year of experience.
Desktop Publishing – English to Euro Languages†	Possesses at least 2 years of experience with desktop publishing programs, such as but not limited to: Adobe InDesign, QuarkXPress, Microsoft PowerPoint and other applications to produce camera ready files in European languages for such items as magazines, flyers, reports, presentations, we graphics or graphics used in videos and other collateral. U.S. citizenship is required. Familiar laying out foreign languages is required and some level of proficiency in a European language is highly desirable.High school degree. B.A. or other higher education in a relevant field desirable and may substitute for one year of experience.
Desktop Publishing – Euro Languages to English†	Possesses at least 2 years of experience with desktop publishing programs, such as but not limited to: Adobe InDesign, QuarkXPress, Microsoft PowerPoint and other applications to produce camera ready files in English for such items as magazines, flyers, reports, presentations, we graphics or graphics used in videos and other collateral. U.S. citizenship is required. Familiar laying out foreign languages is required and some level of proficiency in English is highly desirable. High school degree. B.A. or other higher education in a relevant field desirable and may substitute for one year of experience.
Content Project Manager†	Senior project manager responsible for multilingual website content production. Candidate shall possess a minimum of 8 years of professional experience either in website localization, public affairs programs for the government or commercial sector involving international topics. Bachelor’s degree required and a second language is preferred.
Deputy Content Project Manager†	Deputy project manager responsible for multilingual website content production. Candidate shall possess a minimum of 4 years of professional experience either in website localization, public affairs programs for the government or commercial sector involving international topics. Bachelor’s degree required and a second language is preferred.
Production Manager†	The Production Manager is responsible for workflow design and execution for complex language-related projects and programs. This person is responsible for management of production personnel, issue resolution, quality assurance and other workflow issues for complex language projects. A minimum of 5 years’ experience preferably in language industry production and workflow/operational coordination and a Bachelor’s Degree.
Senior Program Manager†	A senior manager responsible for high-level contract oversight and issue resolution for language related contracts. Person shall possess a minimum of 15 years of experience with a minimum of 8 years in the language industry. Experience may be comprised of either commercial or government work experience or a combination. Bachelor’s degree and a second language and two years of post-graduate studies. Graduate degree preferred.
Translation Project Manager†	Project coordinator responsible for the overall orchestration of translation tasks and coordination of the translation workflow process for document translations. The candidate shall have at least 1 year of experience and have knowledge of English as well as a second language and a Bachelor’s degree is required.
Creative/Design†	The Creative/design category is responsible for multi-lingual design requirements that cross cultural considerations. The creative/designer is a specialist in indigenous cultures, languages and design concerns and brings specialized experience to the design of multi-lingual products, including but not limited to: websites, flyers, brochures, posters, etc. The candidate will be required to work in a variety of localized operating formats for Adobe software design packages such as Illustrator and InDesign. The candidate will possess a minimum of 3 years of creative or design related experience and a Bachelor’s Degree.
English Language Editor†	This is a position of a native English editor. This individual is responsible for copyediting or substantive editing of translations into English or other writings

Labor Category	Description
	generated in English to ensure materials are camera-ready for publication. The candidate shall have a minimum of 3 years professional writing, editing or translation editing experience and a Bachelor's degree is required, preferably in English, journalism or another related field.
Engineer†	An engineer shall have practical working knowledge of English and at least one foreign language and various encoding and programming knowledge as required by the contract. A junior-level localization engineer shall possess a minimum of 3 localization/Web development experience in either the commercial or government sector and a High School diploma or equivalent.
Mid-Level Localization Engineer†	A mid-level engineer shall have practical working knowledge of English and at least one foreign language and various encoding and programming knowledge as required by the contract. A mid-level localization engineer shall possess a minimum of 5 years localization experience in the commercial or government sector plus a Bachelor's Degree.
Senior -Level Localization Engineer†	A senior engineer shall have practical working knowledge of at least two languages and various encoding and programming knowledge as required by the contract. A senior localization engineer shall possess a minimum of 5 years localization experience in the commercial or government sector plus a Bachelor's Degree.
Tester†	A tester performs linguistic and functionality checking of website or other engineered content as part of a QA process. The tester isolates grammatical or language-related display problems as well as technical bugs (broken/misdirected links, etc.) and logs them for resolution by the Engineers. A tester must have a high degree of fluency in the testing language (at least some college-level instruction required), as well as proficiency working with the Internet and common word-processing applications and a Bachelor's Degree.
Tier 1 Expert Level Linguist at Client Site	Performs Top Secret classified work requiring stringent controls and security measures at client site. Linguist may be responsible for performing multiple and wide-ranging tasks, such as document triage, translation, test analysis, media analysis, summaries, gists, editing, and research, as well as other linguist services at the customer site. Bachelor's Degree or higher specialized degree, and a minimum of 8 years of experience in language translation and a TOP SECRET or higher level clearance. Passing scores on language/translation tests (such as FBI, other Government agencies, or qualified professional organizations such as ALTA) may be required. Client-specific compartmented security approval or polygraph may be required. With the customer's authorization, some requirements may be waived for unique or low-density languages.
Tier 1 Senior Level Linguist at Client Site	Performs Top Secret classified work requiring stringent controls and security measures at client site. Linguist may be responsible for performing multiple and wide-ranging tasks, such as document triage, translation, test analysis, media analysis, summaries, gists, editing, and research, as well as other linguist services at the customer site. Bachelor's Degree and a minimum of 2 years of experience in language translation and a SECRET or higher level clearance. Passing scores on language/translation tests (such as FBI, other Government agencies, or qualified professional organizations such as ALTA) may be required. With the customer's authorization, some requirements may be waived for unique or low-density languages.
Tier 1 Senior Level Linguist at Contractor Site	Performs Top Secret classified work requiring stringent controls and security measures off client site. Linguist may be responsible for performing multiple and wide-ranging tasks, such as document triage, translation, text analysis, media analysis, summaries, gists, editing, and research, as well as other linguist services at the contractor site. Education & Experience Requirements: Possesses a Bachelor's Degree and a minimum of 2 years of experience in language translations and meets suitability requirements to perform law

Labor Category	Description
	enforcement sensitive (LES) services, including U.S. citizenship, public trust waiver, background check or other validation as may be required by customer. Passing scores on language/translation tests (such as FBI, DLPT, other Government agencies, or qualified professional organizations such as ALTA) may be required with the customer's authorization, some requirements may be waived for unique or low-density languages.
Tier II Mid-Level Linguist at Client Site	Performs unclassified work requiring stringent controls and security measures at client site. Linguist may be responsible for performing multiple and wide-ranging tasks, such as document triage, translation, text analysis, media analysis, summaries, gists, editing, and research, as well as other linguist services at the customer site. Possesses a Bachelor's Degree and a minimum of 2 years of experience in language translations. Passing scores on language/translation tests (such as FBI, other Government agencies, or qualified professional organizations such as ALTA) may be required. With the customer's authorization, some requirements may be waived for unique or low-density languages. The resource may be subject to background checks or a public trust check.
Tier II Mid-Level Linguist at Contractor Site	Performs unclassified work requiring stringent controls and security measures at contractor site. Linguist may be responsible for performing multiple and wide-ranging tasks, such as document triage, translation, text analysis, media analysis, summaries, gists, editing, and research, as well as other linguist services at the customer site. Possesses a Bachelor's Degree and a minimum of 2 years of experience in language translations. Passing scores on language/translation tests (such as FBI, other Government agencies, or qualified professional organizations such as ALTA) may be required. With the customer's authorization, some requirements may be waived for unique or low-density languages. The resource may be subject to background checks or a public trust check.
Cleared Project Manager	Manages classified or law enforcement sensitive translation and language projects, which includes such tasks as assigning, tracking, and managing linguists (translators, transcribers, editors, etc.) to complete projects on time and within budget. Ensures compliance with all government requirements, including security requirements. Develops work flows and oversees quality control standards are met. Possess US citizenship and a Public Trust, Secret level clearance; Bachelors degree; minimum of 2 years of foreign language study.
Expert Testimony/Court Certifier Client Site	Linguist performs review of translations or transcripts to certify that the work is true and accurate as admissible in court. May be required to testify in court as to the accuracy of the translation/transcript. Possesses a broad academic or experience background (a minimum of five years of experience accumulated within the past ten years), along with superior editing or quality control skills in the respective source or target language. May require state or federal court certification (in languages for which such certification is available). Bachelor's Degree.
Transcriber, Western & Eastern European	Perform audio analysis (i.e., listening to audio recording to search for customer-specified information or to prepare a written summary or abstract of the contents) or create a complete written transcript of the audio contents for law enforcement, evidentiary or informational purposes. May perform monitoring and other transcriber-specific linguistic tasks associated with Title III wiretaps. Bachelor's degree or 2 years of legal or law enforcement transcription experience. Excellent auditory, listening comprehension, writing, grammar, spelling, and MS Word skills in the appropriate language(s), as well as the ability to use a foot pedal. Attention to detail and ability to follow instructions.
Transcriber, Middle Eastern	Perform audio analysis (i.e., listening to audio recording to search for customer-specified information or to prepare a written summary or abstract of the contents) or create a complete written transcript of the audio contents for law

Labor Category	Description
	enforcement, evidentiary or informational purposes. May perform monitoring and other transcriber-specific linguistic tasks associated with Title III wiretaps. Bachelor's degree or 2 years transcription experience if supporting legal or other relevant requirements. Excellent auditory, listening comprehension, writing, grammar, spelling, and MS Word skills in the appropriate language(s), as well as the ability to use a foot pedal. Attention to detail and ability to follow instructions.
Transcriber, Asian	Perform audio analysis (i.e., listening to audio recording to search for customer-specified information or to prepare a written summary or abstract of the contents) or create a complete written transcript of the audio contents for law enforcement, evidentiary or informational purposes. May perform monitoring and other transcriber-specific linguistic tasks associated with Title III wiretaps. Bachelor's degree or 2 years transcription experience if supporting legal or other relevant requirements. Excellent auditory, listening comprehension, writing, grammar, spelling, and MS Word skills in the appropriate language(s), as well as the ability to use a foot pedal. Attention to detail and ability to follow instructions.
Transcriber, Other	Perform audio analysis (i.e., listening to audio recording to search for customer-specified information or to prepare a written summary or abstract of the contents) or create a complete written transcript of the audio contents for law enforcement, evidentiary or informational purposes. May perform monitoring and other transcriber-specific linguistic tasks associated with Title III wiretaps. Bachelor's degree or 2 years transcription experience if supporting legal or other relevant requirements. Excellent auditory, listening comprehension, writing, grammar, spelling, and MS Word skills in the appropriate language(s), as well as the ability to use a foot pedal. Attention to detail and ability to follow instructions. Native Speaker of the source language. Screened/tested for transcription speed and accuracy.
Transcriber, Cleared	Perform audio analysis (i.e., listening to audio recording to search for customer-specified information or to prepare a written summary or abstract of the contents) or create a complete written transcript of classified (Secret or Top Secret) audio contents for law enforcement, evidentiary or informational purposes. May perform monitoring and other transcriber-specific linguistic tasks associated with Title III wiretaps. Requires Secret or Top Secret clearance. Excellent auditory, listening comprehension, writing, grammar, spelling, and MS Word skills in the appropriate language(s), as well as the ability to use a foot pedal. Attention to detail and ability to follow instructions. Native or near-native speaker of the source language. Screened/tested for transcription speed and accuracy. Bachelor's degree or 2 years transcription experience if supporting legal or other relevant requirements
Transcriber, Limited Access	Perform audio analysis (i.e., listening to audio recording to search for customer-specified information or to prepare a written summary or abstract of contents designated as sensitive, confidential, FOUO, LES, CUI, etc.) or create a complete written transcript of the audio contents for law enforcement, evidentiary or informational purposes. May perform monitoring and other transcriber-specific linguistic tasks associated with Title III wiretaps. Requires security approvals at the Public Trust or Limited Escorted Access Request (LAR) level.. Excellent auditory, listening comprehension, writing, grammar, spelling, and MS Word skills in the appropriate language(s), as well as the ability to use a foot pedal. Attention to detail and ability to follow instructions. Native or near-native speaker of the source language. Screened/tested for transcription speed and accuracy. Bachelor's degree or 2 years transcription experience if supporting legal or other relevant requirements.
Simultaneous Interpreter, Western/Eastern European	Provides support for conferences, meetings, seminars and other events by simultaneously interpreting verbal speech from one language into another language without any pauses since both the interpreter and speaker are talking at virtually the same time. Simultaneous interpretation generally requires the

Labor Category	Description
	use of special equipment, such as interpretation booths, microphones, headsets, etc. Possesses a minimum of 2 years of experience in simultaneous interpretation or specialized training or testing/certification in simultaneous interpretation (Monterey Institute, AICC, United Nations, internationally recognized interpretation centers/universities, etc.). Subject to a background check, and may require higher levels of suitability ranging from Public Trust to Top Secret. Candidates must possess at least a B.A. or B.S. Two years of experience may be substituted for one year of education and specialized language proficiency scores or certifications may result in a waiver for the minimum educational requirement, and may include such as recognized standards as U.S. Court interpretation certification, Defense Language Institute Proficiency scores, State Department or FBI proficiency scores, etc.
Simultaneous Interpreter, Middle Eastern	Provides support for conferences, meetings, seminars and other events by simultaneously interpreting verbal speech from one language into another language without any pauses since both the interpreter and speaker are talking at virtually the same time. Simultaneous interpretation generally requires the use of special equipment, such as interpretation booths, microphones, headsets, etc. Possesses a minimum of 2 years of experience in simultaneous interpretation or specialized training or testing/certification in simultaneous interpretation (Monterey Institute, AICC, United Nations, internationally recognized interpretation centers/universities, etc.). Subject to a security screening and may require higher levels of suitability ranging from Public Trust to Top Secret. Candidates must possess at least a B.A. or B.S. Two years of experience may be substituted for one year of education and specialized language proficiency scores or certifications may result in a waiver for the minimum educational requirement, and may include such as recognized standards as U.S. Court interpretation certification, Defense Language Institute Proficiency scores, State Department or FBI proficiency scores, etc.
Simultaneous Interpreter, Asian	Provides support for conferences, meetings, seminars and other events by simultaneously interpreting verbal speech from one language into another language without any pauses since both the interpreter and speaker are talking at virtually the same time. Simultaneous interpretation generally requires the use of special equipment, such as interpretation booths, microphones, headsets, etc. Possesses a minimum of 2 years of experience in simultaneous interpretation or specialized training or testing/certification in simultaneous interpretation (Monterey Institute, AICC, United Nations, internationally recognized interpretation centers/universities, etc.). Subject to a security screening and may require higher levels of suitability ranging from Public Trust to Top Secret. Candidates must possess at least a B.A. or B.S. Two years of experience may be substituted for one year of education and specialized language proficiency scores or certifications may result in a waiver for the minimum educational requirement, and may include such as recognized standards as U.S. Court interpretation certification, Defense Language Institute Proficiency scores, State Department or FBI proficiency scores, etc.
Simultaneous Interpreter, Other	Provides support for conferences, meetings, seminars and other events by simultaneously interpreting verbal speech from one language into another language with any pauses since both the interpreter and speaker are talking at virtually the same time. Simultaneous interpretation generally requires the use of special equipment, such as interpretation booths, microphones, headsets, etc. Education & Experience: Possesses a minimum of 2 years of experience in simultaneous interpretation or specialized training or testing/certification in simultaneous interpretation (Monterey Institutes, AICC, United Nations, internationally recognized interpretation centers/universities, etc.). Subject to a security screening and may require higher levels of suitability ranging from Public Trust to Top Secret. Candidates must possess at least a B.S. or B.S. Two years of experience may be substituted for one year of education and specialized language proficiency scores or certifications may result in a waiver

Labor Category	Description
	for the minimum educational requirement, and may include such as recognized standards as U.S. Court interpretation certification, Defense Language Institute Proficiency scores, State Department or FBI proficiency scores, etc.
Western/Eastern European Consecutive Interpreter	Will support court proceedings, meetings, depositions, seminars and other events by consecutively interpreting verbal speech from one language into another language, i.e. with pauses on the part of both the interpreter and the speaker. Possess a minimum of 2 years of experience in consecutive interpretation or specialized training or testing/certification in consecutive interpretation (court certification / experience, Monterey Institute, AICC, internationally recognized interpretation centers/universities, etc.). Subject to a security screening and may require higher levels of suitability ranging from Public Trust to Top Secret. Candidates must possess at least a B.A. or B.S. Two years of experience may be substituted for one year of education and specialized language proficiency scores or certifications may result in a waiver for the minimum educational requirement, and may include such as recognized standards as U.S. Court interpretation certification, Defense Language Institute Proficiency scores, State Department or FBI proficiency scores, etc.
Middle Eastern Consecutive Interpreter	Will support court proceedings, meetings, depositions, seminars and other events by consecutively interpreting verbal speech from one language into another language, i.e. with pauses on the part of both the interpreter and the speaker. Possess a minimum of 2 years of experience in consecutive interpretation or specialized training or testing/certification in consecutive interpretation (court certification / experience, Monterey Institute, AICC, internationally recognized interpretation centers/universities, etc.). Subject to a security screening and may require higher levels of suitability ranging from Public Trust to Top Secret. Candidates must possess at least a B.A. or B.S. Two years of experience may be substituted for one year of education and specialized language proficiency scores or certifications may result in a waiver for the minimum educational requirement, and may include such as recognized standards as U.S. Court interpretation certification, Defense Language Institute Proficiency scores, State Department or FBI proficiency scores, etc.
Asian Consecutive Interpreter	Will support court proceedings, meetings, depositions, seminars and other events by consecutively interpreting verbal speech from one language into another language, i.e. with pauses on the part of both the interpreter and the speaker. Possess a minimum of 2 years of experience in consecutive interpretation or specialized training or testing/certification in consecutive interpretation (court certification / experience, Monterey Institute, AICC, internationally recognized interpretation centers/universities, etc.). Subject to a security screening and may require higher levels of suitability ranging from Public Trust to Top Secret. Candidates must possess at least a B.A. or B.S. Two years of experience may be substituted for one year of education and specialized language proficiency scores or certifications may result in a waiver for the minimum educational requirement, and may include such as recognized standards as U.S. Court interpretation certification, Defense Language Institute Proficiency scores, State Department or FBI proficiency scores, etc.
Other Consecutive Interpreter	Will support court proceedings, meetings, depositions, seminars and other events by consecutively interpreting verbal speech from one language into another language, i.e. with pauses on the part of both the interpreter and the speaker. Possess a minimum of 2 years of experience in consecutive interpretation or specialized training or testing/certification in consecutive interpretation (court certification / experience, Monterey Institute, AICC, internationally recognized interpretation centers/universities, etc.). Subject to a security screening and may require higher levels of suitability ranging from Public Trust to Top Secret. Candidates must possess at least a B.A. or B.S. Two years of experience may be substituted for one year of education and specialized language proficiency scores or certifications may result in a waiver for the minimum educational requirement, and may include such as recognized

Labor Category	Description
	standards as U.S. Court interpretation certification, Defense Language Institute Proficiency scores, State Department or FBI proficiency scores, etc.

‡ Discount offered for hourly work performed by non-U.S. citizens under these LCATS (See Section 7c)

Labor Categories	Level	Description	Minimum Education	Minimum Experience In Years
IT Application Developer	1	Software design-developer. Technical background and has basic qualifications in software development. Includes all functions of the software development cycle including unit and systems test. Functional areas include Web, SQL, PLSQL, ECM, C+, and other development environments. Both mainframe and distributed. Can contribute immediately as a part of a team. Can perform certain technical work without supervision, but requires supervision for direction and objectives of work. Has technical knowledge, but does not have relevant work experience. Has a recent appropriate degree.	BS	1
IT Application Developer	2	Mid-level software design-developer. Technically qualified in area of expertise. Includes all functions of the software development cycle including unit and systems test. Functional areas include Web, SQL, PLSQL, ECM, C+, and other development environments. Both mainframe and distributed. Can contribute immediately. Usually performs technical work without supervision. Can coordinate with co-workers and can in certain cases advise juniors. Requires general supervision for direction and objectives of work, but works independently on technical issues. Has specific technical knowledge, and has some relevant work experience. Has an appropriate degree. Exceptional knowledge or experience can substitute for years of experience.	BS	2
IT Application Developer	4	Very senior and seasoned software design-developer - also a Principal or Lead Developer. Highly qualified in software development. Experienced In all functions of the software development cycle including unit and systems test. Functional areas include Web, SQL, PLSQL, ECM, C+, and other development environments. Both mainframe and distributed. Can contribute immediately, and brings extensive expertise from other related efforts. Does not require supervision. Coordinates with co-workers and customers. Supervises co-workers in software development and in development teams. Can lead entire task. Has detailed technical knowledge, and relevant work experience. Has an appropriate degree. Exceptional knowledge or experience can substitute for seniority.	BS	6
IT Configuration/Change Manager	1	Experienced operational coordinator, analyst and systems user. Manager of system documents and configuration, and manager of change requirements. Operationally qualified in area of expertise, and has experience in legacy or incumbent system. Experience includes monitoring of financial, technical or business systems and systems testing. Functional areas include records management and retention. Can contribute immediately. Performs operational work without supervision. Coordinates with peers and with team leaders.	BS	5

IT Configuration/Change Manager	2	Seasoned operational coordinator, analyst and systems user with extensive relevant experience. Senior manager of system documents and configuration. Manager and controller of system changes and system data. Operationally qualified in area of expertise, and has experience in legacy or incumbent system. Experience includes monitoring of financial, technical or business systems and systems testing. Functional areas include records management and retention. Can contribute immediately. Performs work without supervision. Coordinates with peers and with team leaders at a high level.	BS	8
IT Database Administrator	1	Manager and controller of distributed database. Technically qualified in area of expertise, and has specific database training and experience. Includes all functions required to operate and maintain a database for use by qualified users. Database systems include SQL, PLSQL, Oracle and other databases - both mainframe and distributed. Can contribute immediately in technical field. Can perform database adjustments and can test outcomes, and can return to the original configuration without loss of data. Can perform basic technical work without supervision, but requires supervision for major DB activities and for direction of work. Has technical knowledge and relevant work experience. Has an appropriate degree.	BS	3
IT Database Administrator	2	Experienced mid-level manager and controller of large distributed databases. Technically qualified in area of expertise, and has specific database training and experience. Includes all functions required to operate and maintain a database for use by qualified users. Database systems include SQL, PLSQL, Oracle and other databases - both mainframe and distributed. Can contribute immediately in technical field. Can perform detailed database adjustments and can test outcomes, and can return to the original configuration without loss of data. Can perform technical work without supervision, but requires supervision for direction and objectives of work. Has extensive technical knowledge and relevant work experience. Has an appropriate degree. Particular relevant experience can substitute for seniority.	BS	5
IT Enterprise Architect	1	Software and hardware system designer, planner, and evaluator. Highly technically qualified in relevant operating systems including databases, communications systems, networks and legacy systems. Operational areas include Web, SQL, PLSQL, ECM, C+, and other environments. Includes both mainframe and distributed systems. Can contribute immediately. Seasoned and experienced in the systems of interest. Performs technical analysis and consultation without technical supervision, but requires some coordination for operational direction. Has detailed and extensive technical knowledge in the appropriate realm. Has an appropriate degree. Unique relevant experience can substitute for seniority.	BS	8

IT Enterprise Architect	2	Senior and experienced software and hardware system designer, planner, and evaluator. Recent relevant experience in system design and evaluation. Highly technically qualified in relevant operating systems including databases, communications systems, networks and legacy systems. Operational areas include Web, SQL, PLSQL, ECM, C+, and other environments. Includes both mainframe and distributed systems. Can contribute immediately. Seasoned and experienced in the systems of interest. Performs technical analysis and consultation without technical supervision. Has detailed and extensive technical knowledge in the appropriate realm. Has an appropriate degree. Unique relevant experience can substitute for seniority.	BS	12
IT ERP Analyst	1	Experienced software analyst and developer of particular large commercial ERP systems. Technically experienced and qualified in particular system of interest. Includes ERP systems such as PeopleSoft and SAP, as well as other unique ERP systems. Can contribute immediately. Can perform basic technical analysis without supervision, but requires supervision for direction and objectives of work. Has specific technical knowledge. Has an appropriate degree. Particular relevant experience can substitute for seniority.	BS	2
IT ERP Analyst	2	Experienced software expert on particular large commercial ERP systems. Highly technically experienced and qualified in particular system of interest. Includes ERP systems such as PeopleSoft and SAP, as well as other particular ERP systems. Analysis includes functions of software analysis, modification and test cycle. Can contribute immediately. Performs technical analysis without supervision, but requires coordination for direction and objectives of work. Has specific technical knowledge. Has an appropriate degree. Particular relevant experience can substitute for seniority.	BS	4
IT ERP Analyst	3	Seasoned software expert on particular large commercial ERP systems. A recognized technical expert on ERP systems of interest, and is uniquely qualified. Includes ERP systems such as PeopleSoft and SAP, as well as other particular ERP systems. Uniquely experienced within all functions of the software analysis, modification and test cycle. Can contribute immediately. Performs technical analysis without supervision. Has detailed and unique technical knowledge. Has an appropriate degree. Particular relevant experience can substitute for seniority.	BS	6
IT Information Security Specialist	1	System administrator and security expert on relevant information systems and network systems. Technically qualified in area of expertise. Functional areas include tools for information assurance and threat detection/identification/prevention. Both mainframe and distributed. Can contribute immediately. Performs technical work without supervision, but requires supervision for direction and objectives of work. Has technical knowledge, and basic relevant work experience. Has an appropriate degree as well as appropriate project related standard industry certifications in network systems security.	BS	4
IT Infrastructure Support	2	Operationally qualified in area of interest with relevant work experience with similar systems. Functions include Help Desk, NOC, Deskside Support, Call Center, and Hardware technical work. Can contribute immediately. Requires supervision. Has basic operational or technical knowledge, and has relevant training.	HS	3

IT Infrastructure Support	3	Experienced senior technician who is operationally qualified in area of interest. Has extensive relevant work experience. Functions include Help Desk, NOC, Deskside Support, Call Center, and Hardware technical work. Can contribute immediately. Requires supervision, but can also supervise junior workers. Can be a shift supervisor. Has basic operational or technical knowledge, and has relevant training. Particular relevant experience can substitute for seniority.	HS	6
IT Network Engineer	1	Technical engineer in appropriate IT field with a degree. Technically qualified in area of expertise. Includes basic network and communications processes and systems -- either internal or external network depending on the application. Understands the theory of all functions of the network or system, and the software driving its protocols/processes. Can diagnose and solve basic network system and hardware problems. Understands basic hardware functions and communications systems. Understands basic interfaces to both mainframe and distributed systems. Can contribute immediately as a member of a team. Can perform basic technical work without supervision, but requires supervision for direction and objectives of work. Has technical knowledge, but does not have relevant work experience. Has a recent appropriate degree.	BS	2
IT Network Engineer	2	Experienced technical engineer in network or communications systems. Technically qualified in area of expertise. Includes detailed network and communications processes and systems -- either internal or external network depending on the application. Understands the processes of the network or system, and the software driving its protocols/processes. Understands sophisticated hardware functions and communications systems, and the interfaces to both mainframe and distributed systems. Diagnoses and solves complicated network/communications problems. Can contribute immediately. Performs technical work without supervision, but requires supervision for direction and objectives of work. Has extensive technical knowledge, and relevant work experience. Has an appropriate degree. Particular relevant experience can substitute for seniority.	BS	4
IT Network/Systems Admin	1	Administrator or technician in networks or communications systems. Can administer established protocols and processes for network/communications systems. Technically qualified in area of expertise. Can contribute immediately. Can perform technical work on basic in-plant hardware within the network. Requires supervision for direction and objectives of work. Has technical knowledge, and basic relevant work experience. Has a recent degree.	BS	2
IT Project Manager	1	Experienced program manager and project controller of IT projects. Functionally and operationally qualified in Government contracting. Fully capable in contracts, HR, budgeting, work scope, scheduling, and general management. PMI certification is a plus in addition to experience in MS Project. Must be an excellent communicator. Can contribute immediately. Has relevant work experience in the control and management of other Government projects. Has an appropriate degree. Particular relevant experience can substitute for seniority.	BS/BA	6

IT Project Manager	2	Very seasoned and successful program manager of IT contracts. Highly qualified in all the functions of Government contracting. Experienced and capable in contracts, HR, budgeting, work scope, scheduling, and general management. PMI certification is a plus in addition to experience in MS Project. Must be an excellent communicator. Can contribute immediately. Has relevant work experience in the control and management of similar Government projects. Has an appropriate degree. Particular relevant experience can substitute for seniority.	BS/BA	10
IT Systems Analyst	1	Technical software systems user and analyst. Technically qualified in area of expertise, including software analysis and development functions and basic systems testing. Functional areas include Web, SQL, PLSQL, ECM, C+, and other development environments. Both mainframe and distributed. Can contribute immediately as a part of a team. Can perform certain technical work without supervision, but requires supervision for direction and objectives of work. Has technical knowledge, but does not have relevant work experience. Has a recent appropriate degree.	BS	2
IT Systems Analyst	2	Mid-level software systems user and analyst. Technically qualified in area of expertise, including software analysis and development functions and systems testing. Functional areas include Web, SQL, PLSQL, ECM, C+, and other development environments. Both mainframe and distributed. Can contribute immediately. Performs most analytical and technical work without supervision, but requires some supervision for direction and objectives of work. Has technical knowledge, and some relevant work experience. Has an appropriate degree. Particular relevant experience can substitute for seniority.	BS	5
IT Systems Analyst	3	Senior and seasoned software systems user and analyst. Highly technically qualified in area of expertise, including software analysis and development functions and systems testing. Functional areas include Web, SQL, PLSQL, ECM, C+, and other development environments. Both mainframe and distributed. Can contribute immediately. Performs analytical and technical work without supervision, and can be the team lead. Has detailed technical knowledge, and work experience. Has an appropriate degree. Particular relevant experience can substitute for seniority.	BS	8
IT Technical Lead	1	Experienced team leader in software design-developer, or in related IT efforts. Highly technically qualified in the required technical area. Can include the software development cycle including unit and systems test, or networks/communication systems or technical analysis. Can contribute immediately. Can perform one's own technical work and also technically supervises a team on an IT project. Has detailed technical knowledge, and relevant work experience. Has an appropriate degree.	BS	3

IT Technical Lead	2	Experienced and senior team leader in IT technical efforts. Highly technically qualified in the required technical area. Can include the software development cycle including unit and systems test, or networks/communication systems or technical analysis. Can contribute immediately. Perform one's own technical work and also technically supervises a team on an IT project. Has detailed technical knowledge, and relevant work experience. Has an appropriate degree. Particular relevant experience can substitute for seniority.	BS	6
IT Testing/QA	1	Software tester and analyst. Technically qualified in area of expertise. Includes all functions of the software development cycle including unit, functional, systems, and acceptance test. Functional software areas include Web, SQL, PLSQL, ECM, C+, and other development environments. Both mainframe and distributed systems are included. Can contribute immediately. Can perform very basic technical work without supervision, but requires supervision for direction and objectives of work. Has required technical knowledge, but does not have relevant work experience.	HS	3
IT Testing/QA	2	Experienced mid-level software tester and analyst. Technically qualified in area of expertise. Includes all functions of the software development cycle including unit, functional, systems, and acceptance test. Functional software areas include Web, SQL, PLSQL, ECM, C+, and other development environments. Both mainframe and distributed systems are included. Can contribute immediately. Can perform some technical work without supervision, but requires supervision for direction and objectives of work. Has required technical knowledge, and some relevant work experience. Has an appropriate degree.	BS	4
IT Testing/QA	3	Experienced senior software tester and analyst. Very technically qualified in area of expertise. Includes all functions of the software development cycle including unit, functional, systems, and acceptance test. Functional software areas include Web, SQL, PLSQL, ECM, C+, and other development environments. Both mainframe and distributed systems are included. Can contribute immediately. Performs technical work without supervision, but requires supervision or coordination for direction and objectives of work. Can lead test projects. Has extensive technical knowledge and expertise. Has significant relevant work experience. Has an appropriate degree. Particular relevant experience can substitute for seniority.	BS	7
IT Testing/QA	4	Very senior and seasoned software and system tester and analyst. Highly technically qualified in area of expertise. Includes all functions of the software development cycle including unit, functional, systems, and acceptance test. Functional software areas include Web, SQL, PLSQL, ECM, C+, and other development environments. Both mainframe and distributed systems are included. Can contribute immediately. A very high level resource who would lead test projects and coordinate with top project IT staff. Has extensive and appropriate knowledge and expertise. Has significant relevant work experience. Has an appropriate degree. Particular relevant experience can substitute for seniority.	BS	10

Notes:

*ManpowerGroup Public Sector will substitute years of experience for a college degree based on the following.

Four (4) years of direct experience equates to a BS or BA degree

Six (6) years of direct experience equates to a MS or MA degree

Eight (8) years of direct experience equates to a PhD degree



XTM is an enterprise-scale translation management system (TMS) incorporating advanced workflow, translation memory and terminology tools. Accessed via a browser, XTM gives you the flexibility and control to create and manage even the most complex translation projects.

XTM is available via the MGPS GSA Schedule under the name XTM Suite, which is installed on your own servers. XTM Suite includes the following functionality: XTM Workflow, XTM Engine, XTM Workbench, XTM QA/LQA Manager, XTM TM Manager, XTM Terminology, XTM Xchange, and XTM Reports.

XTM Subscription Agreement

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1. Preamble

We are XTM International Ltd, a limited liability company incorporated and existing under the laws of England and Wales, with company number [4217452], whose registered office address is at 7/8 Eghams Court, Boston Drive, Bourne End, Bucks, SL8 5YS, UK (“**XTM International/We/Us/Our**”).

XTM International is a software development company that specialises in translation software and technology.

This Subscription Agreement (“**Agreement**”) governs Your acquisition and use of Our Services which includes one or more of the following:

- Your 30-day free trial of the Services; or
- Your use of the Services as a Subcontractor to a paid subscriber to the Services; or
- If you purchase Our Services, Your purchase and on-going use of those Services.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

2. Definitions

- 2.1. "Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- 2.2. "Order Form"** means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.
- 2.3. "Personal Data"** means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity which may be submitted by You to the Services or is otherwise processed by Us in relation to the Services.
- 2.4. "Purchased Services"** means Services that You purchase under an Order Form, as distinguished from those provided pursuant to a 30-day free trial.
- 2.5. "Service"** means the single or multi-tenant online, Web-based application provided by Us via the internet as described in the User Manual.
- 2.6. "Subcontractor"** means an authorised entity that uses the Services either
- a. through a licence purchased by You on the Subcontractor's behalf; or
 - b. directly via its own Purchased Services.
- 2.7. "Support"** means the maintenance and technical support provided by Company with respect to the Service, as described in Annexure 1.
- 2.8. "Subscription Term"** means the period of time during which Users are permitted to use the Services hereunder, as specified in the applicable Order Form and including all renewals or extensions thereof.
- 2.9. "Third-Party Applications"** means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Services, and are identified as third-party applications.

- 2.10.** "User Manual" means the XTM User Manual to be found at the following link [<https://xtm.cloud/docs/xtm-manual.pdf>]. You acknowledge that You have had the opportunity to review the User Manual.
- 2.11.** "Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents; or third parties with which You transact business.
- 2.12.** "You" or "Your" means the eligible Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document, company or other legal entity for which You are accepting this Agreement.
- 2.13.** "Your Data" means all electronic data or information, which may include personal data, submitted by You to the Services including, Users' names and emails, source files, target files, translation memories, terminology information and customers.
- 2.14.** **Third Party Services.** Means services offered by third parties that may be accessed by you from within the Services used to assist with translation.

3. 30-day free trial

- 3.1.** If the Services have been made available to You on a trial basis, it will be free of charge until the earlier of (a) the thirtieth day after Your acceptance of this Agreement or (b) the start date of any Purchased Services ordered by You. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement if agreed upon in writing by both parties.
- 3.2.** Any data You enter into the Services, and any customizations made to the Services by or for You, during your 30-day free trial will be permanently lost unless You purchase a subscription to the same

Services as those covered by the trial, or export such data, before the end of the 30-day trial period.

- 3.3.** Notwithstanding section 10 (Warranties and Disclaimers), during the 30-day free trial the Services are provided "as-is" without any warranty.
- 3.4.** Please review the User Manual during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

4. Purchased Services

- 4.1. Provision of Purchased Services.** We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a Subscription Term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features, unless a description of such functionality or features are attached to this agreement and signed by both parties.
- 4.2. User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users. (ii) At any point during the subscription period a new revised subscription of a different type, with a different number of users or with a different expiry date can be purchased at the standard published price. An invoice will be raised for the new subscription. (iii) Temporary additional User subscriptions may be added and used during the Subscription Term. The price for temporary users is published in the system.

5. Use of the Services

- 5.1. Our Responsibilities.** We shall: (i) perform the Services in a timely, reliable and professional manner, in conformity with good industry practices (ii) provide the Services only in accordance with applicable laws and government regulations. If You have an issue with an

unsupported version You will be asked to upgrade to a newer, supported version before the issue is reviewed by Us.

- 5.2. Your Responsibilities.** You shall (i) be responsible for Your and/or the Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, (iv) co-operate with Us in all matters relating to the Services; (v) provide Us, our employees, agents, consultants and subcontractors, with access to the Your premises, networks, systems and other facilities, subject to Government security requirements, as reasonably required for Us to provide the Services, (vi) provide Us with such information and materials as We may reasonably require to supply the Services, and ensure that such information is accurate in all material respects; and (vii) use the Services only in accordance with Your own internal business purposes, the User Manual and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

- 5.3. Usage Limitations.** Services may be subject to other limitations, such as, for example, limits on the number of words that can be translated, on the number of calls You are permitted to make against Our application programming interface, and, for Services that enable You to

provide public websites, on the number of page views by visitors to those websites. Any such limitations are specified in the User Manual. The Services provide real-time information to enable You to monitor Your compliance with such limitations.

- 5.4. Fair Use.** You acknowledge that the Services depend on finite resources which for Public Cloud are shared amongst many customers. You agree not to use the Services excessively or unreasonably. Our Service Plans (as set out in Your Proposal) may or may not specify usage limitations as outlined in 6.3. The omission of any such limit does not imply a literally unlimited consumption allowance, even if the term "unlimited" is used by Us or others in describing any aspect of the Service Plans. Excessive consumption of the Services may be identified with reference to significant variations from the average consumption by comparable customers. If You are found to be consuming the Services excessively, We will contact You and work with you to remedy the situation. We may make recommendations regarding, for example, system design and configuration, user training, your internal support procedures. However, if heavy usage is expected to continue, we reserve the right to upgrade You to a more suitable Service Plan as agreed upon by both parties in writing. You agree to make good faith efforts to remedy excessive consumption. If You have any doubt regarding your usage, please do not hesitate to contact Us.

- 5.5. Authorisations.** You are responsible for securing all licences, authorisations and consents required for You and your personnel to use the Services.

6. Proprietary rights

- 6.1.** In consideration for payment of the fees, We grant to You non-exclusive, non-transferable (except as otherwise permitted under this Agreement), revocable, licence to access and use the Services in accordance with Your internal business purposes.

- 6.2. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
- 6.3. Restrictions.** You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 6.4. Ownership of Your Data.** As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data.
- 6.5. Suggestions.** We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services
- 6.6. Third Party Intellectual Property Rights.** You acknowledge that, in respect of any Third Party Intellectual Property Rights in the Services, Your use of any such Intellectual Property Rights is conditional on Us obtaining a written licence from the relevant licensor on such terms as will entitle Us to license such rights to You. We shall provide the Third Party Applications or Third Party Services under the standard licence terms provided by the relevant third parties (the Third Party End User Licence(s), copies of which shall be provided to You), and You agree to be bound to the relevant third parties by such licence terms if agreed upon in writing. Nothing herein shall bind the Ordering Activity to any

Third Party terms unless the terms are provided for review and agreed to in writing by all parties. You shall comply with the Third-Party End User Licences.

7. Confidentiality

- 7.1. Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. When the end user is the Federal Government, neither this Agreement nor the pricing terms are confidential information notwithstanding any such markings. We recognize that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 7.2. Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care

that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

- 7.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8. Warranties and Disclaimers

- 8.1. Mutual Warranties.** Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code.
- 8.2. Our Warranties.** We warrant that (i) the Services shall perform materially in accordance with the User Manual, and (ii) the functionality of the Services will not be materially decreased during a Subscription Term. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 13.3 (Termination for Cause) and Section 13.4 (Refund or Payment upon Termination) below.
- 8.3. Disclaimer.** Except as expressly provided herein, neither party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any warranties of

merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA MULTIPLE AWARD SCHEDULE CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

- 8.4. Limitation of remedies:** Where legislation or rule of law implies into the Agreement a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in the Agreement. However, Our liability for any breach of that condition or warranty is limited, at the Our option, to:

- 8.4.1.** supplying the Services again; and/or
- 8.4.2.** paying the costs of having the Services supplied again.

9. Indemnification

- 9.1. Indemnification by Us.** We shall have the right to intervene to defend You against any claim, demand, suit, or proceeding ("Claim") made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney's fees incurred by You in connection with any such Claim; provided, that You (a) promptly give Us written notice of the Claim; (b) give Us control of the defence and settlement of the Claim (provided that We may not

settle any Claim unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. The indemnity in this clause 11.1 does not apply to the extent that a Claim arises from or in connection with (i) Your breach of the Agreement; (ii) use of the Services in a manner or for a purpose not reasonably contemplated by the Agreement or otherwise not authorised in writing by Us; or (iii) Your Data or any third party data. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

9.2. Indemnification by You. If expressly authorized by Federal statute and consistent with the Anti-Deficiency Act, You shall defend Us against any Claim made or brought against Us by a third party alleging that Your Data, or Your use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Us for any damages finally awarded against, and for reasonable attorney's fees incurred by, Us in connection with any such Claim; provided, that We (a) promptly give You written notice of the Claim; (b) give You sole control of the defence and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally release Us of all liability); and (c) provide to You all reasonable assistance, at Our expense. The indemnity given by You to Us under this clause shall be limited to the sum of \$100,000,000 per Claim.

9.3. Exclusive Remedy. This Section 11 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy

against, the other party for any type of Claim described in this Section.

10. Limitation of liability

10.1. Limitation of liability. We shall not be liable for any claims, losses, costs or expenses You incur due to incorrect translations due to faulty data entered by You, your subcontractors, affiliates or automated systems into XTM or deficiencies in your review process. We shall not be liable for any claims, costs or losses suffered by You due to bugs in the Services that were not discoverable prior to the upgrade. In no event shall Our aggregate liability arising out of or related to this agreement, whether in contract, tort or under any other theory of liability, exceed the amount paid by you to us for software, documentation, or services pursuant to the Purchase Order(s) giving rise to the claim. The foregoing shall not limit Your payment obligations under section 7 (fees and payment for purchased services). THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-81 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION). The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

10.2. Exclusion of Consequential and Related Damages. In no event shall We have any liability to You for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of liability, and whether or not You have been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

10.3. Mitigation: Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with the Agreement.

11. Term and termination

11.1. Term of Agreement. This Agreement commences on the date set forth in the Purchase Order, Statement of Work, or similar document and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. If You elect to use the Services for a 30-day free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the 30-day free trial period.

11.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the Subscription Term specified therein. Services will on mutual written agreement renew for an additional 12-month period, the payment for which is due within thirty (30) days of the invoice receipt date.. XTM reserves the right to modify the Services fees as agreed upon by both parties in writing.

11.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or

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

11.4. Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees through the effective date of termination or expiration of Services together with any amounts awarded in connection with the dispute resolution process. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

11.5. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in a standard format along with source and target files in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

11.6. Surviving Provisions. Section 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Indemnification), 10 (Limitation of Liability), 11.4 (Refund or Payment upon Termination), 11.5 (Return of Your Data), 12 (Governing Law) and

14 (General Provisions) shall survive any termination or expiration of this Agreement.

12. Governing law

This Agreement will be governed and construed in accordance with the Federal laws of the United States.

13. General provisions

- 13.1. US Government Rights.** Each of the User Manual and the Service components that constitute the Software is a "commercial product" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Accordingly, if you are an agency of the US Government or any contractor therefor, you only receive those rights with respect to the Service and User Manual as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.
- 13.2. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 13.3. Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You.
- 13.4. Third Parties.** A person who is not a party to the Contract shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.
- 13.5. Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 13.6. Data Processing and Protection.** Both parties shall at all times comply with all Data Protection Legislation when undertaking the Services.
- 13.7. Third-Party Applications and Third-Party Services.** The Service may present links to Third-Party Applications or Third-Party Services not owned or operated by Us. We are not responsible for the availability of these Third-Party Applications or Services or their contents. You agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with Your use of or reliance on any content of any such Third-Party Application or Service.
- 13.8. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 13.9. Legal Fees.** Reserved.
- 13.10. Assignment.** Neither party may assign any of their rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent from the other party (not to be unreasonably withheld).
- 13.11. Entire Agreement.** This Agreement, including the underlying GSA Schedule Contract, Schedule Pricelist, all exhibits

and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by both parties. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit hereto or any Order Form, the terms of the Order Form, shall prevail.

BACKGROUND:

- A. Fivecast has the rights to license the Software.
- B. Fivecast will, on the terms and conditions of these Software License Terms, grant the Licensee a license to use the Software and will provide Training in consideration for the Fees and the Licensee's compliance with this Agreement.

DEFINITIONS

In this Agreement:

"Agreement" means this agreement, clauses 0 to 0 of this document, any annexures, and any amendments agreed to in writing by the Parties;

"Claim" means, in relation to a Party, a demand, claim, action or proceeding made or brought by or against that Party, however arising and whether present, unascertained, future or contingent;

"Cloud Services" means the cloud-based service through which Fivecast stores Licensee Data as is further described in, and subject to the terms of, clause 0;

"Commencement Date" means the date on which this Agreement commences as specified in a related Order Form;

"Confidential Information" means the confidential subject matter of Intellectual Property Rights, financial information and other commercially valuable information in whatever form including unpatented inventions, trade secrets, formula, know-how, discoveries, works, improvements, innovations, ideas, concepts, graphs, drawings, designs, samples, devices, models and other materials which a Party labels or identifies as confidential to it and, in the case of Fivecast, Fivecast's Confidential Information includes the Software and Fivecast Materials (and any part or copy of them). However, the following will not constitute Confidential Information:

- (a) information which as at the date of this Agreement is already legally in the public domain;
- (b) information which after the date of this Agreement becomes part of the public domain otherwise than as a result of an unauthorized disclosure by the receiving Party;
- (c) information which is or becomes available to the receiving Party from a third party lawfully in possession of such information and who has the lawful power to disclose such information to the receiving Party; or
- (d) information which is independently developed by an employee of the receiving Party who has no knowledge of the disclosure to it in accordance with this Agreement;

"Fees" means the fees specified in or to be determined in accordance with the terms of the Order Form and the GSA Schedule Pricelist, as payable by the Licensee to Fivecast or its authorized reseller as applicable, including any fees relating to the Software and Training;

"Fivecast Materials" means Fivecast's pre-existing or independently developed documents, reports, databases, software, processes, tools and other materials that Fivecast generally uses in connection with the provision of the Software and Training and includes any enhancements or improvements to Fivecast's Materials generally made available by Fivecast to customers.

"Intellectual Property Rights" or **"IPR"** means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, semi-conductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know how or other proprietary rights (whether or not any of these are registered and including any application for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world and all other intellectual property rights defined in Article 2 of the *Convention Establishing the World Intellectual Property Organisation* of July 1967;

"Law" means any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, whether made by any central government (including any State or Territory government), Commonwealth, or any local government, and includes common law and the principles of equity as applicable from time to time, and any applicable industry codes of conduct;

"License Period" means (a) the period from the Commencement Date to the Completion Date specified in the Order Form; and (b) each subsequent 12-month period (if any) for which this Agreement is renewed in accordance with a "Renewal" section of the Order Form;

"License Term" means the period from the Commencement Date until the earlier of (a) the expiry of the final License Period; and (b) termination of this Agreement in accordance with its terms;

"Licensee Data" is any data created or derived by the Licensee using the Software;

"Order Form" means the terms of, and information contained in, an associated order form related to the License of Fivecast software to the Licensee from Fivecast or an authorized reseller of Fivecast Software;

"Parties" means the parties to this Agreement and their respective successors and permitted assigns, and **"Party"** means one of them;

"Permitted Location" means the location defined in the Order Form;

"Permitted Use" means use of the Software by the Licensee in compliance with the terms of this Agreement, for the Permitted Use Cases, and in a manner that complies with (a) all applicable Laws; and (b) the terms and conditions that apply in connection with the use of or access to third party social media sites and platforms or similar and in respect of which the Licensee uses the Software.

"Permitted Use Cases" means the permitted use cases set out in the attached 'Fivecast customers and permitted use-cases' table;

"Software" means the software licensed to the Licensee on the terms of and subject to this Agreement as is specified in the Order Form, excluding any Fivecast Materials; and

"Training" means any training to be provided by Fivecast to the Licensee as specified in an Order Form.

1.1 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa, and a gender includes other genders;
- (c) another grammatical form of a defined word or expression has a corresponding meaning;
- (d) a reference to a person includes a natural person, partnership, body corporate, association, trust, unincorporated body, governmental or local authority or agency or other entity;
- (e) a reference to a clause, paragraph or annexure is to a clause or paragraph of, or annexure to, this Agreement, and a reference to this Agreement includes any annexure;
- (f) if an act required to be done under this Agreement on or by a given day is done after 5pm on that day, it is taken to be done on the following day;
- (g) a reference to \$ or dollar, is to United States currency;
- (h) a reference to an agreement or document is to the agreement or document as amended, replaced or otherwise varied, except to the extent prohibited by this Agreement or that other agreement or document;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a reference to "writing" includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form; and
- (k) a reference to "termination of this Agreement" or similar includes any expiration, cancellation, voiding of or mandated cessation of this Agreement however arising.

Term

This Agreement commences on the Commencement Date and, unless terminated earlier in accordance with any of its terms, continues until completion of the License Term.

ORDER FORM

The Parties agree that an Order Form is incorporated as part of this Agreement and is binding upon the Parties.

Any provisions identified in the Order Form are incorporated into the terms of this Agreement.

No ordering documents issued by Licensee will be binding on Fivecast and the terms and conditions of any documents issued by Licensee in connection with this Agreement are hereby rejected by Fivecast and will be void.

SOFTWARE LICENSE

Subject to, and conditioned on Licensee's compliance with, the terms of this Agreement, Fivecast grants to the Licensee a non-exclusive and non-transferable, non-sublicensable license during the License Term to use the Software and Fivecast Materials in the Permitted Location (meaning that all information systems, computers, laptops and other devices on which any part of the Software is installed or which access the Software must be physically located in the Permitted Location) and solely and strictly in accordance with the Permitted Use.

The Licensee agrees that this Agreement does not transfer to the Licensee any Intellectual Property Rights in any of the Software or Fivecast Materials.

The Licensee must not:

- (a) use the Software or Fivecast Materials for any purpose other than the Permitted Use and must not attempt to avoid or circumvent any technological or other access controls that may operate in connection with any third-party social media site or platform;
- (b) copy or modify the Software or Fivecast Materials (except during ordinary use permitted under this Agreement, as permitted by applicable laws or to make reasonable copies in disk form bearing the same notices as the original and only for security and backup purposes);
- (c) remove or tamper with any copyright or other proprietary notices on the Software and Fivecast Materials, fail to reproduce any such notices on copies of the Software and Fivecast Materials that Licensee is permitted to make under this Agreement;
- (d) adapt, extend, develop, enhance or make any other improvements to the Software, Fivecast Materials or any part of them;

- (e) reverse engineer, decompile or disassemble the Software or Fivecast Materials nor use the Software or Fivecast Materials to make derivatives or functionally equivalent software;
- (f) incorporate the Software or Fivecast Materials in any product to be made available commercially;
- (g) sub-license, sell or otherwise distribute the Software or Fivecast Materials;
- (h) allow anyone other than the Licensee's authorized employees to have access to the Software or Fivecast Materials without Fivecast's prior written consent; or
- (i) distribute any results or data produced or derived from use of the Software or Fivecast Materials (i) to third parties (provided that this will not prevent the Licensee from distributing results or data with Commonwealth departments or government agencies where the Licensee is required to do so) or (ii) in a manner which identifies or could reasonably identify Fivecast, the Software or Fivecast Materials.

The Licensee is responsible for ensuring that only Licensee's authorized employees access the Software and must ensure that Software log-in and password details of Licensee's authorized employees are not shared (a) among Licensee's employees (whether authorized or not) and (b) with any other persons.

If the Licensee's use of the Software requires entry of login credentials for a social media site, platform or similar ("**Login Credentials**") into the Software, the Licensee is responsible for ensuring that Licensee employees enter Login Credentials authorized by the Licensee. Fivecast does not warrant that the Licensee's use of any social media site, platform or similar in relation to which the Licensee uses the Software will be uninterrupted or error-free and Fivecast is not responsible for any restrictions, bans or account shutdowns which cause any Login Credentials to be suspended, cancelled or otherwise inactive.

ONLINE PERSONA MANAGEMENT SERVICE

The provisions of this clause 0 apply if the Order Form specifies that the Licensee will acquire, and Fivecast will provide, the "Online Persona Management Services".

The Licensee appoints Fivecast as its agent to create the specified number of personas for each specified social media site, platform or similar, as specified in the Order Form, including to accept all terms and conditions of use (or similar) applicable to any social media site, platform or similar.

The Licensee authorises Fivecast to disclose that it is the agent of the Licensee with respect to the creation of personas as contemplated in clause 0 where a third party makes a request, allegation, claim or demand to or against Fivecast in connection with the use of the social media site, platform or similar, or where otherwise required by law. Before Fivecast makes any such disclosure, Fivecast will give the Licensee notice of the disclosure (if permitted by law) to enable the Licensee, at the Licensee's cost, to seek a protective order or other remedy to prevent or limit the disclosure.

TRAINING

Fivecast will provide the Training as described in the Order Form and in accordance with the dates specified in the Order Form.

Fivecast will, if using or accessing the Licensee's premises or facilities, comply with all reasonable directions and procedures specified by the Licensee relating to work health and safety and security in operation at that site.

FEES AND EXPENSES

The Licensee will pay the Fees to Fivecast or its authorized reseller as specified in the Order Form and within thirty (30) days of receipt of an invoice from Fivecast.

LICENSEE DATA and Cloud Services

The Licensee shall own the Licensee Data and Fivecast shall provide the Cloud Services to store the Licensee Data for the Licensee.

The Licensee acknowledges that the Software is a discovery tool and the Licensee Data should not be used for evidentiary purposes. All information provided by the Software should be verified by the primary source of the information.

In providing Cloud Services, Fivecast will use commercially reasonable efforts to ensure that Licensee Data is stored in accordance with generally acceptable levels of security processes and protections and will be readily available to the Licensee. However, the Licensee acknowledges that the Cloud Services are dependent on third party cloud service providers engaged by Fivecast for the purpose of using the service provider's cloud platform to provide storage of Licensee Data and that Fivecast is subject to contractual terms and conditions with such third party that may impact the Cloud Services. The Licensee acknowledges that the Cloud Services may be impacted through changes implemented by third party cloud service providers and agrees to comply with Fivecast's reasonable directions relating to the Cloud Services that may be made from time to time.

Clauses 0 and 0 survive termination of this Agreement.

CONFIDENTIAL INFORMATION

Each Party will keep all Confidential Information of the other Party confidential and will not, without the prior written consent of the other Party, disclose or permit the same to be disclosed to any third party.

Each Party will use all reasonable endeavors (including, but not limited to, labels or verbal notification) to ensure that the other Party is aware of the confidential nature of Confidential Information at the time of disclosure.

Each Party will ensure that its officers, employees and agents comply with the obligations of confidentiality imposed upon it by this clause 0 as if personally bound by such obligations.

Fivecast personnel may only view the Licensee Data as required for support and maintenance of the Software.

This clause 0 survives termination of this Agreement.

no PUBLICATION / publicity

Neither Party may use the name of the other Party without previously having obtained the specific written consent of the relevant Party and the use of the name of a Party is subject to any conditions attaching to such consent and General Services Acquisition Regulation (GSAR) 552.203-71.

Unless the prior express written permission of the other Party has been obtained, a Party will not make or permit to be made any statement related to:

- (a) this Agreement;
- (b) a Party; or
- (c) any information obtained by a Party under this Agreement or through use of the Software or Fivecast Materials that may in any way identify the other Party.

This clause 0 survives termination of this Agreement.

WARRANTY DISCLAIMER

Fivecast warrants that the SOFTWARE and Services will, for a period of sixty(60) days from the date of your receipt, perform substantially in accordance with SOFTWARE and Services written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, *To the extent permitted by law and without limiting any other specific terms of this Agreement, Fivecast makes no warranties, whether express, implied, statutory or otherwise, including, without limitation, warranties of merchantability, fitness for a particular purpose or non-infringement warranties in relation to the Software and services provided pursuant to this Agreement.*

This clause 0 survives termination of this Agreement.

IIIMITATION OF LIABILITY

Subject to clause 0, Fivecast's liability, in the aggregate, under or in connection with this Agreement, however caused, and under any theory of liability (including whether in contract, tort, equity, statute or otherwise) will not exceed an amount equal to the total Fees paid by the Licensee.

To the extent permitted by Law, Fivecast will not be liable to the Licensee for:

- (a) any special, consequential, incidental, indirect or punitive damages; or
- (b) any lost profits or lost revenues, or for any loss of data or loss of use of data,

arising out of or in connection with this Agreement, however caused, and under any theory of liability (including whether in contract, tort (including negligence), equity, statute or otherwise), and even if Fivecast has been advised of the possibility of any of the foregoing. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensors's negligence; (2) for fraud; or (3) for any other matter for which liability

cannot be excluded by law.

The Licensee acknowledges, agrees and represents to Fivecast that the Licensee accepts it is solely responsible for ensuring its use of the Software and Fivecast Materials (including the manner in which it uses them) complies with all Laws and all terms of use, terms of service or similar terms applicable to any social media site, platform or similar in relation to which the Licensee uses the Software or Fivecast Materials, and to the extent that Licensee has purchased the Online Persona Management Services, any use of the Licensee Designated Sites by Fivecast. Without limiting any other provision of this Agreement, the Licensee releases Fivecast from any and all liability the Licensee incurs as a result of any Claim made against the Licensee and which alleges its use of the Software or Fivecast Materials does not comply with any Law or any social media site, platform or other online site or service (including any Licensee Designated Site) and the terms of use, terms of service and similar term of any such site, platform or service (including any Licensee Designated Site).

Reserved.

This clause 12 survives termination of this Agreement.

RESOLUTION OF DISPUTES

The Parties agree to co-operate and to use all reasonable endeavors to resolve any disputes or differences between them ("**Disputes**").

Reserved.

Nothing in this clause will prevent a Party from seeking interlocutory relief in courts of appropriate jurisdiction.

This clause 0 survives termination of this Agreement.

TERMINATION

As contemplated in clause 0, this Agreement will terminate at the end of the License Term subject to the exercise by a Party of any other right of termination set out in this Agreement.

Notwithstanding any other right a Party has to terminate this Agreement, the Parties may mutually agree to terminate this Agreement by written agreement at any time.

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

If this Agreement is terminated and regardless of the basis for such termination:

- (a) all licenses granted by Fivecast to the Licensee under this Agreement terminate immediately on the date of termination and, without limiting the foregoing:
 - (i) the Licensee must on the date of termination immediately cease all use of Software and Fivecast Materials and permanently and irrevocably delete any Software and Fivecast Materials from all information systems, computers, laptops and other devices on which any Software and/or Fivecast Materials is stored; and
 - (ii) within 7 days of the date of termination, the Chief Information Officer (or analogous position) of the Licensee must provide written certification to Fivecast which confirms that all Software and Fivecast Materials (including all copies) used by the Licensee and its personnel have been permanently and irrevocably deleted;
- (b) termination will not affect the rights or obligations which have accrued up to the date of termination and any other rights and obligations which under the terms of this Agreement are expressed to survive termination;
- (c) Fivecast will cease any Licensee Data accessible to Fivecast will be permanently deleted by Fivecast within one (1) month of termination; and
- (d) any Confidential Information of a Party will immediately be returned to that Party, including all copies thereof (provided that this is subject to the specific requirements in clause 0(a) which applies to the Software and Fivecast Materials and clause 0(c) which applies to Licensee Data).

TAXATION

Fivecast its authorized reseller as applicable shall state separately on invoices taxes excluded from the fees, and the Licensee agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

NOTICES

Any notice, demand or other communication required to be given or made in writing under this Agreement will be deemed duly given or made if sent by email to the address set out in the Order Form. An email sent under this clause is deemed to be delivered on receipt of a read receipt from the receiver or, if no read receipt is delivered, five days after the notice has been sent by email. The sender will keep a record of the notice and the date on which it was sent. [Note to Fivecast: The 'deemed receipt' aspect of this provision would require someone to be monitoring the inbox of the relevant contact

Either Party may change its nominated contact person or email address for the purposes of this Agreement by giving notice of such change to the other Party within fourteen days of the change.

GOVERNING LAW

This Agreement is governed by the Federal laws of the United States.

MISCELLANEOUS PROVISIONS

This Agreement may not be amended except as may be agreed in writing by the Parties.

This Agreement will not be assignable by the Licensee, except with the prior written consent of Fivecast.

In accordance with 552.212-4(f), No Party will be liable for a failure to meet any of its obligations under this Agreement (other than any failure to pay any amounts which are payable under this Agreement) to the extent this arises from an event or circumstance which is beyond the reasonable control of the affected Party, provided that the affected Party gives written notice of the delay to the other Party as soon as possible after the affected Party becomes aware of the delay or expected delay.

Nothing in this Agreement creates a relationship of partnership, joint venture, employment or agency between the Licensee and the other Party.

Each word, phrase, sentence, paragraph and clause (a "provision") of this Agreement is severable and if a court determines that a provision is unenforceable, illegal or void, then the court may sever that provision without affecting the validity of the other provisions of this Agreement.

No failure by a Party to exercise, or any delay by a Party in exercising, any right, power or remedy of a Party will operate as a waiver nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right, power or remedy.

SUPPORT

SUPPORT	
Support Email	support@fivecast.com
Support levels & response	Technical Support will be available during business hours, Monday through to Friday, 9:00am to 5:00pm in the following time zones: • Australian-based Licensees: Australian Central Standard Time or Australian Central Daylight Time • USA-based Licensees: USA Eastern Standard Time (EST) or Eastern Daylight Time (EDT) Fivecast will endeavor to respond to all support requests within one business day.
Version Maintenance & Bug Fixes	Fivecast will provide error corrections, bug fixes, patches, version maintenance and updates to the Software strictly only to the extent available in accordance with Fivecast's release schedule. The Licensee acknowledges that the Software works with third party social media sites and platforms and changes on such platforms may impact on the operability of the Software. In response to changes on third party social media sites and platforms, Fivecast will use commercially reasonable efforts to update the Software and resolve any operability errors within a reasonable period of time, however Fivecast is not liable in any way for any operability issues of the Software or any other adverse impacts arising as a result of any changes made to third party social media sites and platforms.

Fivecast customers and permitted use-cases

Customer type & description	Permitted use-cases
Law Enforcement Agencies City, provincial, county, state & federal police/sheriffs	- Intelligence gathering or investigation on persons or groups of interest connected to an intelligence or law enforcement investigation and/or who have provided consent. - Event detection and monitoring of public events and/or locations for the purpose of ensuring public safety. - Integrity investigations into staff, or staff of other agencies subject to the relevant agency's powers. - Establishing a person's or group's online presence, including linking multiple online accounts to an identity. - Identifying potential risks to public safety based on an online footprint of an individual or group. - Online audience segmentation based on their online reaction to issues concerning public safety. - Insider threat detection. - Identifying potential risks to an individual, group or public safety based on an online footprint of an individual or group, for example to mitigate fixated threats or undertake close personal protection services.
National Security Agencies Federal security, intelligence or defence agencies	
Other Government Agencies Other government agencies with an intelligence/investigative function such as Crime Commissions, Corrections, Tax office investigation teams or fraud investigation teams	
Private Sector Contractors Intelligence contractors/advisors engaged to provide intelligence to law enforcement/ national security End-Users	Provision of services to law enforcement, national security or other government agencies where the services are consistent with the approved use-cases above.
Corporate security companies or dedicated security units within large enterprises Companies or internal corporate security units in commercial enterprises providing private protective security advice to individuals or companies for legal and proper commercial purposes.	- Event detection and monitoring of events and/or locations for the purpose of ensuring safety of an individual, group or public safety relevant to the company's staff, customers or facilities. - Identifying potential physical or reputational risks to an individual, group or public safety based on an online footprint of an individual or group. - Insider threat and personnel security vetting corporate risks associated with fraud or other malicious insider action or potential physical or reputational threats to commercial supply chains.

Subscription Agreement

This Subscription Agreement (this “Agreement”) is a legal agreement between Geospark Analytics (dba Seerist Federal) (“Seerist”) and the customer that executed the Order Form (“Subscriber”). “Order Form” means each mutually agreed upon order on Seerist’s Order Form that incorporates this Agreement and specifies the Platform, Content (as such terms are defined below) and other products and services to be provided by Seerist, including the type or quantity of the items, the fees for such items and any additional terms applicable to the use of such items.

Seerist operates the Software Subscription Services and provides access to its subscribers through the Seerist Platform (“Platform”). The Platform provides a proprietary, real-time and historical risk monitoring platform at <https://app.seerist.com/>, as well as Application Programming Interfaces (“APIs”), Software Development Kits (“SDKs”), and other XML data feeds, software plugins, code (in all forms), libraries, protocols, formats, documentation, and other materials, as it may be updated from time to time and made available to customers.

This Agreement sets forth the terms and conditions on which Seerist may make available to Subscriber the Platform (including any component, such as APIs, or additional features thereof), each as expressly identified and described on the applicable Order Form. Subscriber can access and review this Agreement at the URL for this page or by clicking on the applicable link within the Platform, or as otherwise made available by Seerist.

PLEASE REVIEW THIS AGREEMENT CAREFULLY. BY EXECUTING AN ORDER FORM FOR THE PLATFORM, SUBSCRIBER AGREES TO BE BOUND BY THIS AGREEMENT. IF SUBSCRIBER DOES NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, SUBSCRIBER MAY NOT ACCESS OR USE THE PLATFORM.

In consideration of Subscriber’s agreement to all the terms and conditions of this Agreement, including the Subscription Fees, the parties hereby agree as follows:

1 PROVISION OF THE PLATFORM

Subject to the terms and conditions of this Agreement, Seerist will provide the Platform to Subscriber as set forth in the applicable Order Form. The Subscriber will have access to all information and other content made available through the Platform or by any other means authorized by Seerist, including as part of any analysis, reports, and extracts from reports, as well as all portions, copies and derivative works thereof (collectively, the “Content”). The provision of the Platform and applicability of this Agreement shall begin on the “Commencement Date” as indicated in the applicable Order Form or, if no commencement date is set forth in the Order Form, the date on which Seerist first makes the Platform available and ready to use by Subscriber as detailed in the Order Form.

2 PERMITTED USE OF PLATFORM AND CONTENT

1. 2.1 General

Subject to the terms and conditions of this Agreement, Seerist hereby grants to Subscriber and Subscriber accepts a limited worldwide, non-exclusive, non-transferable, non-assignable, non-sublicensable right

during the Term (defined below) solely to use the Platform to (a) access the Content; and (b) review and analyze such Content. The Subscriber is responsible for configuring its own information technology, computer programs and networks to access the Platform.

2. 2.2 Enterprise License; APIs

If the Subscriber purchases an enterprise license to the Platform and/or any APIs, as confirmed in the Order Form, then subject to the terms and conditions of this Agreement, Seerist further hereby grants to Subscriber and Subscriber accepts a limited worldwide, non-exclusive, non-transferable, non-assignable, non-sublicensable right during the Term solely to (a) copy and display the Content only to Subscriber's and its majority owned affiliates' employees through Subscriber's owned and controlled application, internal website, documentation, or other platform approved in writing by Seerist ("Subscriber Application"), as permitted in the applicable Order Form; and (b) modify the Content solely and to the extent as necessary to display it on the Subscriber Application; provided Subscriber:

- only displays the Content on the Subscriber Application exactly as it is displayed on the Platform without altering the wording or meaning of the Content,
- attributes Seerist as the source of the Content obtained using the Platform with the reference "Source: Seerist" immediately subsequent to each publication of the Content or otherwise with attribution approved by Seerist prior to publication, and
- does not remove or alter any proprietary notices or marks on or in the

3.

4. 2.3 Restrictions

The Subscriber shall not use the Platform nor permit any third party to use or benefit, directly or indirectly, from the Platform, except as expressly permitted herein. Specifically, Subscriber will not or attempt to (and will not allow others to): (a) reverse engineer, decompile, disassemble or translate the Platform, or otherwise attempt to derive source code, trade secrets or know-how in or underlying any Platform or any portion thereof; (b) conduct penetration testing on the Platform, or interfere with, modify, disrupt or disable features or functionality of the Platform, including without limitation any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the Platform; (c) copy, sell, rent, lease, sublicense, distribute, redistribute, broadcast, publish, syndicate, create derivative works of, assign or otherwise, disclose, transfer or provide access to, in whole or in part, the Platform or Content to any third party except as expressly permitted herein; (d) provide use of the Platform on a service bureau, rental or managed services basis, provide or permit other individuals or entities to create Internet "links" to the Platform or "frame" or "mirror" the Platform on any other server, or wireless or Internet-based device; (e) use the Platform or Content for any illegal, unauthorized or otherwise improper purposes, including without limitation to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit malicious code, or to store or transmit material in violation of third-party privacy rights; (f) utilize the Platform to derive or obtain non-public information of individual Platform users, including without limitation a user's location; (g) interfere with or disrupt the integrity or performance of the Platform or Content contained therein, including by disrupting the ability of any other person to use or enjoy the Platform or Content, or attempt to gain unauthorized access to the Platform, Content or related systems or networks; (h) access the Platform in order to build a similar or competitive product or service; or (i) remove or alter any proprietary notices or marks on or in the Platform or Content.

5. 2.4 Third-Party Services

Certain features and functionalities within the Platform may allow Subscriber and its Authorized Users to interface or interact with, access and/or use compatible third-party services, products, technology and

content (collectively, “Third-Party Services”) through the Subscription Services. While available on the Platform, Seerist has not assessed or determined the truthfulness, accuracy, reliability or completeness of the information or content provided by the Third-Party Services and has no responsibility for the Third-Party Services. All Third-Party Services are subject to the terms and conditions set out in the third party’s terms applicable to such Third-Party Services. Such terms and conditions are between the Subscriber and the applicable third party, and Seerist is not party, beneficiary nor obligor under such separate terms and conditions, and Seerist disclaims all liability for the Third-Party Services whatsoever. Seerist shall notify Subscriber in writing of any Third-Party Services, if any, necessary to the operation and functionality of the Platform (the preferred form of notice to be in the governing Order Form).

3 INTELLECTUAL PROPERTY RIGHTS

6. 3.1 Seerist IPR

The Platform and Content are licensed, not sold, and Seerist and its licensors retain and reserve all rights not expressly granted in this Agreement. Subscriber acknowledges that Seerist and its licensors retain all worldwide right, title and interest in and to the Platform, Content, and supporting services including all Intellectual Property Rights therein. “Intellectual Property Rights” means all patents (including all applications therefor), trademarks, trade names, copyrights, trade secrets, design rights, database rights, inventions, technology, know-how, or other intellectual property created or developed in connection with this Agreement, including all improvements, enhancements, and modifications to any of the foregoing and proprietary rights under the laws of the United States, any other applicable jurisdiction or any treaty.

7. 3.2 Subscriber IPR

Seerist acknowledges that Subscriber and its licensors retain all worldwide right, title and interest in and to all Subscriber Content provided by the Subscriber through the Platform, including all Intellectual Property Rights therein.

8. 3.3 Protection of IPR

Neither party will do anything inconsistent with the other party’s ownership of its Intellectual Property Rights, including without limitation, challenging such party’s ownership of its Intellectual Property or the validity of the license restrictions herein.

9. 3.4 Feedback; Performance Data

Subscriber may provide Seerist with comments concerning the Platform or Subscriber’s evaluation and use thereof (collectively, “Feedback”). Seerist shall own all such Feedback and may use it for any and all commercial and non-commercial purposes with no obligation of any kind to Subscriber. Subscriber acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71. Additionally, Seerist will have the right to collect and analyze data and other information relating to the provision, use, and performance of the Platform and related systems and technologies used to provide the Platform (including Subscriber Content and data derived from Subscriber Content) (collectively, “Performance Data”), provided that Performance Data will not contain any Subscriber Content or identify Subscriber as the source of such data. Seerist may use Performance Data to improve and enhance, or diagnose and correct issues in connection with, the Platform and its respective products and services. Performance Data may be disclosed to a third party solely in aggregate or other de-identified form in connection with Seerist business purpose.

10. 3.5 Federal Government End Use Provisions

Where applicable, the Seerist Platform, and API, including related software and technology, to the federal government of the United States of America in accordance with the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS") pursuant to FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data – Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

11. 3.6 Additional Government Provisions

If a government agency has a need for rights not granted under these terms, it must negotiate with Us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable agreement.

4 CONFIDENTIALITY

12. 4.1 Nondisclosure

"Confidential Information" means the information provided or made available by one party to the other party which is marked "confidential" or "proprietary" at the time of disclosure by the disclosing party, or by its nature or content would reasonably be considered confidential under the circumstances by the receiving party, including without limitation, information (tangible or intangible) regarding a party's technology, designs, techniques, research, know-how, specifications, product plans, pricing, customer information, user data, current or future strategic information, current or future business plans, policies or practices, employee information, and other business and technical information. The Platform, Content, and the Order Form shall be considered, as applicable, Seerist's or its licensor's Confidential Information. Each party agrees that it will (a) not use the other party's Confidential Information in any way, for its own benefit or the benefit of any third party, except as expressly permitted by, or as required to implement, this Agreement; and (b) not disclose to any third party (except as expressly permitted by this Agreement, required by law or to such party's attorneys, accountants and other advisors as reasonably necessary or contractors and licensors that are bound by written agreements at least as restrictive as this Agreement) any of the other party's Confidential Information. Receiving party will secure and protect the confidentiality of the Confidential Information of the disclosing party using precautions that are at least as stringent as it takes to protect its own Confidential Information, but in no case less than reasonable precautions.

13. 4.2 Exceptions

The obligations under Section 4.1 will not apply to information that is proven by the receiving party (a) to have been known to receiving party prior to its receipt from disclosing party from a source other than one having an obligation of confidentiality to disclosing party; (b) to have become publicly known, except through a breach of this Agreement by receiving party; or (c) to have been entirely independently developed by receiving party without use of or reference to the disclosing party's Confidential Information. Either party may disclose the other party's Confidential Information pursuant to the requirements of a governmental agency or applicable law, and, to the extent permitted, it will give the disclosing party reasonable prior written notice sufficient to permit it to contest such disclosure. Seerist recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

5 Data Protection

14. 5.1 Definitions and Regulations

Each party undertakes to the other that it will at all times comply with all applicable laws, regulations, and other rules having equivalent force, relating to the use and processing of personal data, including, if and to the extent applicable, the EU General Data Protection Regulation 2016/679 ("GDPR"), GDPR as incorporated into UK legislation ("UK GDPR"), the UK Data Protection Act 2018 and any legislation in force in EU member states from time to time which implements GDPR, the California Consumer Privacy Act, Virginia Consumer Data Protection Act or any other relevant state or federal law which is applicable to the personal data processed under this Agreement (collectively, "Relevant Legislation"). If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

For the purposes of this clause 5 and Appendix A ("Data Processing Agreement") the terms "data subject", "personal data", "consent", "controller", "processor" and "processing" mean those concepts, roles and activities or, where relevant, equivalent concepts, roles and activities as described in the Relevant Legislation.

15. 5.2 Processing

The parties may process certain personal data under this Agreement as distinct controllers in which case the parties shall, in addition to the general obligations under this Article 5, and without prejudice to any other provisions of this Agreement: (i) process such personal data in accordance with the terms of the Relevant Legislation; (ii) comply with the rights of the individuals to whom Content relates as set out in the Relevant Legislation; and (iii) transfer such personal data in accordance with the provisions of the Relevant Legislation.

In relation to personal data processed for the provision of the Platform, the parties are of the view that the Subscriber acts as controller and that Seerist acts as processor. Where Seerist acts as processor under this Agreement, the terms of Appendix A shall apply in addition to this clause 5.

16. 5.3 Measures

Each party warrants that it has in place and undertakes to maintain throughout the duration of this Agreement appropriate technical and organizational measures against the accidental, unauthorized access or unlawful processing, destruction, loss, damage or disclosure of personal data and adequate security programs and procedures to ensure that unauthorized persons do not have access to any equipment used to process or store personal data.

5.4 Seerist Standards

Seerist adheres to and applies reasonable standards of data security to the Platform and Content. Seerist shall not use any personal data it receives from Subscriber in connection with this Agreement other than for the purpose of providing the Platform and Content, monitoring quality, measuring usage statistics, providing training and providing marketing information, subject to the terms of this Agreement, instructions from Subscriber, consent of the relevant data subject, or as required by applicable data protection laws. Seerist will otherwise collect and use personal data as set forth in the Data Processing Agreement attached hereto as Appendix A.

6 PAYMENT

17. 6.1 Subscription Fees

All fees specified in the Order Form ("Subscription Fees") are calculated on the basis of the information provided by the Subscriber and will be payable in upon purchase within ten (10) days of receipt of a proper invoice and as indicated on the Order Form ("Renewal Date").

7 TERM AND TERMINATION

18. 7.1 Term

The terms and conditions of this Agreement shall apply to the applicable Order Form for the "Initial Term" indicated in the Order Form and for all Renewal Terms (collectively, the "Term"). At the end of the Initial Term, the applicable Order Form may be renewed for subsequent twelve (12) month periods (each, a "Renewal Term") by executing a written order.

19. 7.2 Termination

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

20. 7.3 Effect of Termination

Immediately upon the effective date of termination of an Order Form (a) all licenses granted herein in connection with such Order Form shall terminate and Seerist will immediately cease providing the Platform and access to the applicable Content; (b) Subscriber shall permanently delete all Content in all forms and types of media, and copies thereof, provided in connection with such Order Form in Subscriber's possession; (c) unless Subscriber has terminated due to Seerist's breach, any and all payment obligations of Subscriber under such Order Form will immediately become due; (d) if Seerist has terminated the Order Form because it chooses to discontinue offering the Platform for all subscribers, it will make a pro-rata refund of the Subscription Fees paid pursuant to the applicable Order Form; and (e) within thirty (30) calendar days after such termination, each party will return or destroy all Confidential Information of the other party provided in connection with such Order Form in its possession and will not make or retain any copies of such Confidential Information, except as required to comply with any applicable legal or accounting record keeping requirement. The applicability of Sections 2.4, 3, 4, 6, 7, 8, 9, 10, and 11 shall survive expiration or termination of an Order Form for any reason. Neither party will be liable to the other for any damages resulting solely from termination of an Order Form as permitted under this Agreement.

8 REPRESENTATIONS AND WARRANTIES

21. 8.1 Mutual Representations and Warranties

Each party represents and warrants that (a) it has full right, power, and authority to enter into the applicable Order Form and to perform its obligations and duties under the Order Form and this Agreement, and (b) that the performance of such obligations and duties does not conflict with or result in

a breach of any other agreement of such party or any judgment, order, or decree by which such party is bound.

22. 8.2 Seerist Representations and Warranties

Seerist represents, warrants, and covenants that:

- it is the owner of, and has all right, title, and interest in and to the Subscription Services, and/or, where applicable, has acquired the right to license portions of the Subscription Services from third parties, and Seerist has full power and authority to grant to the Subscriber all of the rights granted hereunder;
- it has not placed, nor is Seerist aware of, any disabling code or any viruses, or any like mechanism or functionality, in the Subscription Services which would alter, destroy, inhibit, or make vulnerable the Subscription Services, or the use thereof by Subscriber, or the Subscriber Materials;
- it has implemented and at all times shall maintain physical, organizational, and technological measures designed to i) ensure the security and confidentiality of all Subscriber Materials in its possession or to which it has access, ii) protect against any anticipated threats or hazards to the security or integrity of the Subscriber Materials, and iii) protect against unauthorized access to or use of the Subscriber Materials that could result in substantial harm or inconvenience to the Subscriber;
- it shall process Subscriber Materials in accordance with all applicable data and privacy laws;
- the Subscription Services and Professional Services do not infringe upon any United States Intellectual Property Rights, including but not limited to copyrights, patents, trade secrets, or trademarks, of any third party; and
- Seerist personnel will exercise due care in the provision of the Subscription Services and all other services.

23. 8.3 Seerist Professional Services Warranty

Seerist warrants that Professional Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any Professional Services. As Subscriber's sole and exclusive remedy and Seerist's entire liability for any breach of the warranty in this Section 8, Seerist will promptly re-perform any Professional Services that fail to meet this limited warranty.

24. 8.4 Content Disclaimer

Seerist has made reasonable commercial efforts to ensure the accuracy of all information which it delivers to the Subscriber as part of the Platform; however, the information includes reasonable judgments in the circumstances prevailing at the time and should not be construed as advice on a particular course of action or a definitive or binding statement as to facts or circumstances. Seerist is not responsible for errors or omissions which result from or arise out of Subscriber Content or information provided by the Subscriber's vendors, service providers and agents.

25. 8.5 Subscriber Representations and Warranties

Subscriber represents, warrants, and covenants that:

- it is not under any contractual obligation that would preclude it from entering into this Agreement;
- it owns or has properly licensed all rights in the Subscriber Materials at all times during the Term;

- its use of the Subscriber Materials under and pursuant to the Agreement will comply with all applicable data privacy and security laws;
- neither this Agreement nor the performance of or exercise of rights under this Agreement will violate, conflict with, or result in the breach of any term, condition, or provision of any agreement or legal obligation (whether or not existing at the Effective Date) to which Subscriber is a party or by which it may be bound, or constitute a default thereunder.

26. 8.6 Disclaimer and Limitation of Liability

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE SUBSCRIPTION SERVICES, SEERIST IP, AND PROFESSIONAL SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND SEERIST MAKES NO WARRANTIES OR REPRESENTATIONS TO SUBSCRIBER, ITS AUTHORIZED USERS OR TO ANY OTHER PARTY REGARDING THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. SEERIST IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE SERVICES THAT ARISE WHOLLY FROM SUBSCRIBER MATERIALS OR THIRD PARTY SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, SEERIST HEREBY DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, AND EXCEPT AS MAY OTHERWISE BE PROVIDED IN THIS AGREEMENT, SEERIST HEREBY DISCLAIMS ANY WARRANTY THAT USE OF THE SUBSCRIPTION SERVICES OR PROFESSIONAL SERVICES WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED.

EXCEPT AS OTHERWISE BE SET FORTH HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE OR DATA, REPUTATION, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR ECONOMIC CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY RECEIVED ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY, WHETHER OR NOT ANY OF THE MATTERS AFORESAID ARISES IN CONTRACT OR TORT (EXCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OR BREACH OF STATUTORY DUTY OR ANY DUTY UNDER GENERAL LAW OR ANY OTHER LEGAL THEORY.

EXCEPT AS OTHERWISE SET FORTH HEREIN, EACH PARTY’S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT OR TORT (EXCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OR BREACH OF STATUTORY DUTY OR ANY DUTY UNDER GENERAL LAW OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE FEES PAID TO SEERIST IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATION DOES NOT APPLY TO CLAIMS ARISING FROM FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.

9 INDEMNITY

27. 9.1 Claims Against Subscriber

Seerist will have the right to intervene to defend, at its own expense, any claim, suit or action brought against Subscriber by a third party to the extent that such claim, suit or action arises from an allegation that the Platform or Content, when used as expressly permitted by this Agreement, infringes the Intellectual Property Rights of such third party (each, a “Subscriber Claim”), and Seerist will indemnify and hold Subscriber harmless from and against liability, loss, damages and expenses (including reasonable attorney’s fees) incurred by Subscriber to the extent arising from such Subscriber Claim. If Seerist receives prompt notice of a Subscriber Claim that, in Seerist’s reasonable opinion, is likely to result

in an adverse ruling, then Seerist may (a) obtain a right for Subscriber to continue using the Platform or Content at issue; (b) modify the Platform or such Content to make it non-infringing; (c) replace such Platform or Content with a non-infringing version; or (d) provide a reasonable depreciated or pro rata refund of Subscription Fees paid for the allegedly infringing Platform or Content. Seerist shall have no indemnification obligation, and Subscriber shall indemnify Seerist pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Subscription Services and/or Professional Services with any Subscriber Materials, or with any products, services, hardware, or business process not authorized, approved, supplied, recommended, or provided by Seerist. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

28. 9.2 Limitations

Notwithstanding the foregoing, Seerist will have no obligation under Section 9.1 or otherwise with respect to any infringement claim based upon: (a) any use of the Platform or Content not expressly permitted under this Agreement; (b) any use of the Platform or Content in combination with products, equipment, software, or data not made available by Seerist if such infringement would have been avoided without the combination with such other products, equipment, software or data; or (c) any modification of the Platform or Content by any person other than Seerist or its authorized agents or subcontractors. Seerist will have no obligation under Section 9.1 or otherwise with respect to any claim based upon the use by Subscriber of the Platform or any Content to the extent such claim is not based on the Platform or Content itself. Section 9.1 states Seerist's entire liability and Subscriber's sole and exclusive remedy for all third party claims.

29. 9.3 Reserved

30. 9.4 Procedure

The foregoing obligations are conditioned on the party seeking indemnification (a) promptly notifying the other party in writing of such claim; (b) giving the other party sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at other party's request and expense, assisting in such defense. Neither party may make any public announcement of any claim, defense or settlement without the other party's prior written approval.

10 MISCELLANEOUS

31. 10.1 Compliance with Laws

Each party will comply with all applicable foreign, federal, state, and local laws, rules and regulations, including without limitation, U.S. export laws and import and use laws of the country where Platform and Content are delivered or used, and all applicable laws relating to bribery or corruption. Under these laws, the Platform and Content may not be sold, leased, downloaded, moved, exported, re-exported, or transferred across borders without a license, or approval from the relevant government authority, to any country embargoed by the U.S. Government (currently Cuba, Iran, North Korea, Northern Sudan and Syria); or to any restricted or denied end-user including, but not limited to, any person or entity prohibited by the U.S. Office of Foreign Assets Control; or for any restricted end-use. Subscriber will maintain throughout the Term all rights and licenses that are required with respect to the Subscriber Application. If Seerist reasonably believes that Subscriber is using the Platform or Content in violation of this Section 10.1, Seerist may immediately terminate Subscriber's access to the Platform, the applicable Order Form, and this Agreement.

32. 10.2 Assignment

The Order Form may not be assigned without the prior written approval of Seerist, such approval not to be unreasonably withheld.

33. 10.3 Third Party Rights

There shall be no third party beneficiaries to this Agreement. A person who is not a party to this Agreement has no right under applicable law or statute to enforce or enjoy the benefit of any term of this Agreement.

34. 10.4 Force Majeure

In accordance with GSAR Clause 552.212-4(f), Except for Subscriber's obligation to make payments to Seerist, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet. Seerist shall notify the Subscriber of any circumstance likely to cause such failure or delay as soon as reasonably practicable.

35. 10.5 Governing Law, Jurisdiction, Venue and Language

The construction and performance of this Agreement shall be governed by Federal laws of the United States.

11 ENTIRE AGREEMENT

The Order Form, this Agreement and any other documents referred to herein, sets out the entire agreement and understanding of the parties and supersedes all prior oral and written agreements, negotiations, understandings or arrangements between the parties relating to the subject matter of this Agreement, including any terms on purchase orders and payment documents, which shall have no legal effect on the transaction contemplated herein.

12 MISCELLANEOUS

THIS AGREEMENT WILL NOT CREATE AN EXCLUSIVE RELATIONSHIP BETWEEN THE PARTIES. SUBSCRIBER MAY OBTAIN FROM THIRD PARTIES THE SAME OR SIMILAR GOODS AND SERVICES AS SEERIST IS PROVIDING UNDER THIS AGREEMENT.

12.1 SEVERABILITY.

THE INVALIDITY OR UNENFORCEABILITY OF ANY PARTICULAR TERM OF THIS AGREEMENT WILL NOT AFFECT OR LIMIT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING TERMS.

12.2 WAIVER.

NO WAIVER OF ANY PART OF THIS AGREEMENT IS BINDING ON A PARTY UNLESS IT IS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE WAIVING PARTY. IF A PARTY FAILS TO ENFORCE PART OF THIS AGREEMENT ENTIRELY OR DOES NOT DO IT IN A TIMELY MANNER, THAT FAILURE TO OR DELAY IN ENFORCEMENT WILL NOT BE CONSIDERED TO BE A WAIVER OF THAT PART OF THE AGREEMENT.

12.3 CUMULATIVE REMEDIES.

UNLESS SPECIFIED OTHERWISE IN THIS AGREEMENT, UPON BREACH OR OTHER DEFAULT UNDER THIS AGREEMENT, ANY AND ALL RIGHTS AND REMEDIES OF EITHER PARTY WILL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE OF ANY OTHER RIGHT OR REMEDY CONFERRED BY THIS AGREEMENT OR BY LAW OR EQUITY ON EITHER PARTY, AND THE EXERCISE OF ANY ONE REMEDY WILL NOT PRECLUDE THE EXERCISE OF ANY OTHER.

12.4 INSURANCE

SEERST AGREES TO MAINTAIN INSURANCE POLICIES IN LINE WITH INDUSTRY STANDARDS. SEERST WILL PROVIDE THE SUBSCRIBER WITH AT LEAST THIRTY (30) DAYS NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN ITS INSURANCE COVERAGE.

12.5 RELATIONSHIP OF PARTIES.

This Agreement does not constitute and will not be deemed to constitute a partnership, agency or joint venture between the parties, and neither party nor any of its respective directors, officers, employees or agents shall, by virtue of the performance of any obligations under this Agreement, be deemed to be an agent or employee of the other party. Neither party is authorized to act on behalf of the other party, and each shall act as an independent contractor at its own risk.

12.6 COUNTERPARTS AND SIGNATURES.

This Agreement, Order Form and any SOW's or other documents related to this Agreement, may be signed in one or more counterparts and may be signed by a written signature or by secure electronic signature technology. Either party may deliver the Agreement by electronic delivery in a pdf or similar format.

The provisions of this Appendix (the “**Data Processing Agreement**”) form part of the Agreement.

1. In accordance with clause 5.2 of the Agreement, Seerist, acting as processor, shall:
 - a. process the personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by the law of the United Kingdom or a part of the United Kingdom (“**domestic law**”) (under the UK GDPR) or EU law or the national law of an EU member state to which the processor is subject (under the GDPR); in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. For the purposes of this paragraph 1(a), this Agreement constitutes the documented instructions of the controller and no further documented instructions are required for the processing of personal data by Seerist to perform the Platform. Recipients of the personal data include any member of Seerist assisting with provision of the Platform and they are authorised by the Subscriber to process the personal data for that purpose;
 - b. ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - c. implement appropriate technical and organisational measures which are available upon request.
 - d. only sub-contract the processing of the personal data under this Agreement to third-party processors (“**Sub-processors**”) with the Client’s consent. The Client consents to Seerist engaging Sub-processors to process the personal data, including the key Sub-processors identified at: <https://seerist.com/privacy-policy/> (“**Sub-processors portal**”), provided that: (i) Seerist provides at least thirty (30) days' prior notice of the addition or removal of any key Sub-processors which may be given by posting details of such addition or removal on the Sub-processors portal; and (ii) Seerist imposes substantially similar obligations on the Sub-processors as are imposed on Seerist under this Appendix which shall in any case be in compliance with applicable Data Protection Laws. Seerist does not undertake to maintain all or the same Sub-processors throughout the duration of this Agreement. As between the Client and Seerist, Seerist shall remain liable for the acts or omissions of its Sub-processors;
 - e. taking into account the nature of the processing, assist the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller’s obligation to respond to requests for exercising the data subject’s rights laid down in Chapter III of the UK GDPR or GDPR (as applicable);
 - f. assist the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the UK GDPR or GDPR (as applicable) taking into account the nature of the processing and the information available to the processor;
 - g. upon written instructions from the controller, delete or return all the personal data to the controller after the end of the provision of services relating to processing, and delete existing copies unless domestic law (under UK GDPR) or EU law or the national law of an EU member state to which the processor is subject (under the GDPR) requires storage of the personal data and, in the absence of any written instructions, retain the personal data in accordance with the provisions of its data retention policy, as may be amended from time to time; and
 - h. make available to the controller all information necessary to demonstrate compliance with the obligations laid down in this paragraph 1 and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller (in each case at the controllers cost).
2. Transfer of data outside of the UK or EEA (as applicable)

In the absence of an applicable adequacy decision or another transfer safeguard under the UK GDPR or GDPR (as applicable):

1.
 - a. where any personal data is transferred to Seerist in a non-UK country (under the UK GDPR) or a non-EEA-country (under the GDPR), the parties agree that the provisions of the European Commission's Standard Contractual Clauses (MODULE TWO) shall apply, and
 - b. where any personal data is transferred to the Subscriber or any member of the Subscriber's group in a non-UK country (under the UK GDPR) or a non-EEA-country (under the GDPR), the parties agree that the provisions of the European Commission's Standard Contractual Clauses (MODULE FOUR) shall apply,

each as published on the European Union's webpage (https://commission.europa.eu/publications/standard-contractual-clauses-international-transfers_en) and as amended or replaced from time to time (the "SCCs"). The SCCs are incorporated by reference in this Agreement, subject to the following:

- - in clause 9(a) MODULE TWO, the parties agree to select OPTION 2 and the specified time period is thirty (30) days;
 - in clause 17 MODULE TWO, the parties agree to select OPTION 2 and in respect of MODULES TWO and FOUR domestic law (under the UK GDPR) or the laws of Ireland (under the GDPR);
 - in clause 18 MODULES TWO and FOUR, the courts are the English courts (under the UK GDPR) or the Irish courts (under the GDPR);
 - in Annex I(A) MODULES TWO and FOUR, the identity of each of the data exporter and data importer is either Control Risks or the Client, depending on the facts, and their respective contact details are those set out in this Agreement;
 - Annex I(B) MODULES TWO and FOUR shall incorporate the description of processing in paragraph 4 of this Appendix;
 - in Annex I(C) MODULE TWO, the competent supervisory authority is the authority with responsibility for ensuring compliance by the data exporter with the UK GDPR (under the UK GDPR) or the Data Protection Commission of Ireland (under the GDPR);
 - Annex II MODULE TWO shall incorporate the technical and organisational measures in paragraph 1(c) of this Appendix; and
 - Annex III MODULE TWO shall incorporate the list of sub-processors in paragraph 1(d) of this Appendix. Control Risks acknowledges that nothing in the Data Processing Agreement relieves it of its own direct responsibilities and liabilities under the UK GDPR or GDPR (as applicable).

For data transfers under UK GDPR, the terms of the UK Addendum (<https://ico.org.uk/media/for-organisations/documents/4019535/addendum-international-data-transfer.docx>) shall apply in addition to the SCCs.

3. Seerist acknowledges that nothing in the Data Processing Agreement relieves it of its own direct responsibilities and liabilities under the UK GDPR or GDPR (as applicable).
4. Description of Processing

The type of personal data processed pursuant to this Agreement, including the subject matter, duration, nature and purpose of the processing, and the categories of data subjects, are as described in the Order Form.