



GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service

Authorized Federal Supply Schedule FSS Price List

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

Multiple Award Schedule

Ardent Management Consulting, LLC
1945 Old Gallows Rd Suite 540B
Vienna, VA 22182-3983
Phone: 703-984-8010
Fax: 703-991-7595
www.ardentmc.com

Contract Number – GS-35F-0212U

FSC Group: Information Technology

Period Covered by Contract – January 25, 2018 – January 24, 2028

Price List Current through Modification PO-0058, December 4, 2023

Business Size: Other than small

For more information on ordering on ordering go to the following website:
<https://www.gsa.gov/schedules>.

Prices Shown Herein are Net (discount deducted)

INFORMATION FOR ORDERING ACTIVITIES

- 1a. Table of awarded special item number with appropriate cross-reference to item descriptions and awarded prices.

54151S	Information Technology Professional Services
54151ECOM	Electronic Commerce and Subscription Services
541611	Management and Financial Consulting, Acquisitions and Grants Management Support, and Business Program and Project Management Services
OLM	Order-Level Materials (OLMs)

- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. *See Price List*

- 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. If hourly rates are not applicable, indicate “Not applicable” for this item. *See labor category descriptions starting on page 5 and pricing on page 24*

2. Maximum order: 54151S and 54151ECOM- \$500,000; 541611- \$1,000,000
3. Minimum order: *\$100*
4. Geographic coverage (delivery area): *48 contiguous states and Washington, D.C.*
5. Point(s) of production (city, county, and State or foreign country): *1945 Old Gallows Rd Suite 540B Vienna, VA 22182-3983*
6. Discount from list prices or statement of net price: *Prices listed are net*
7. Quantity discounts: *None*
8. Prompt payment terms: *2 % - 15 days from receipt of invoice or date of acceptance, whichever is later.*
9. Foreign items (list items by country of origin): *Not Applicable*
- 10a. Time of delivery: *As Negotiated*
- 10b. Expedited Delivery: *Contact Contractor*

- 10c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery: *Contact Contractor*
- 10d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery: *Contact Contractor*
- 11. F.O.B. point: *Destination*
- 12a. Ordering address:
Ardent Management Consulting, LLC
1945 Old Gallows Rd Suite 540B
Vienna, VA 22182-3983
Phone: 703-964-8010
Email: contracts@ardentmc.com
- 12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.
- 13. Payment address:
Ardent Management Consulting, LLC.
1945 Old Gallows Rd Suite 540B
Vienna, VA 22182-3983
Phone: 703-964-8010
Email: payables@ardentmc.com
- 14. Warranty provision: *Ardent standard commercial warranty applies.*
- 15. Export packing charges, if applicable: *Not Applicable*
- 16. Terms and conditions of rental, maintenance, and repair (if applicable): *Not Applicable*
- 17. Terms and conditions of installation (if applicable): *Not Applicable*
- 18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): *Not Applicable*
- 18b. Terms and conditions for any other services (if applicable): *Not Applicable*
- 19. List of service and distribution points (if applicable): *Not Applicable*
- 20. List of participating dealers (if applicable): *Not Applicable*
- 21. Preventive maintenance (if applicable): *Not Applicable*
- 22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): *Not Applicable*

22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services and show where full details can be found (e.g. contractor's website or other location.) ICT accessibility standards can be found at: <https://www.Section508.gov/>. *Not Applicable*

23. Unique Entity Identifier (UEI) Number: H8YMWAKEKPN5

24. Notification regarding registration in the System for Award Management. *CAGE Code 4H0Q6*

Labor Category Descriptions

SIN 54151S

Allowable Substitutions of Education and Experience

The minimum education and experience requirements will be met when the educational equivalencies in the tables below are considered. Additional educational achievements greater than requirements can be substituted for experience requirements, as follows:

Required Education	Education Obtained	Additional Years of Experience Credited
Master's Level	PhD	3
Bachelor's level	Master's level	2
Bachelor's level	PhD	5
Associate's level	Bachelor's level	2

Additional experience greater than requirements can be substituted for educational requirements, as follows:

Required Education	Education Obtained	Additional Years of Experience Needed for Educational Requirements Equivalency
Bachelor's level	High School/GED	4
Master's level	High School/GED	6
Doctoral level	High School/GED	9
Master's level	Bachelor's level	2
Doctoral level	Bachelor's level	5
Doctoral level	Master's level	3
Associate's level	High School/GED	2
Bachelor's level	Associate's level	2

Labor Category: Cloud Architect 1

Minimum/General Experience: 2 years of experience in information technology, data, or engineering

Functional Responsibilities: Skilled professional in designing, implementing, and maintaining cloud-based solutions in Amazon Web Services (AWS), Microsoft Azure and/or Google Cloud Platform (GCP). Conceptualizes, models, and guides the logical relationship of cloud designs, changes, and applications to accommodate a variety of user needs. Defines total cloud design, technology, and interface operational concepts.

Minimum Education: Associate's degree in computer science -related or information technology-related discipline or Cloud certifications

Labor Category: Cloud Architect 2

Minimum/General Experience: 4 years of experience in information technology, data, or engineering

Functional Responsibilities: Skilled professional in designing, implementing, and maintaining cloud-based solutions in Amazon Web Services (AWS), Microsoft Azure and/or Google Cloud Platform (GCP). Conceptualizes, models, and guides the logical relationship of cloud designs, changes, and applications to accommodate a variety of user needs. Defines total cloud design, technology, and interface operational concepts. May act as a technical team leader or provide work leadership for team members.

Minimum Education: Bachelor's degree in computer science -related or information technology-related discipline

Labor Category: Cloud Architect 3

Minimum/General Experience: 6 years of experience in information technology, data, or engineering

Functional Responsibilities: Skilled professional in designing, implementing, and maintaining cloud-based solutions in Amazon Web Services (AWS), Microsoft Azure and/or Google Cloud Platform (GCP). Conceptualizes, models, and guides the logical relationship of cloud designs, changes, and applications to accommodate a variety of user needs. Defines total cloud design, technology, and interface operational concepts. Often acts as a technical team leader or provide work leadership for team members.

Minimum Education: Bachelor's degree in computer science -related or information technology-related discipline

Labor Category: Data Analyst 1

Minimum/General Experience: 2 years of experience in information technology, data, or engineering

Functional Responsibilities: Data Analyst 1 provide one or more of the following services: data and metadata acquisition/management, collection, compilation, evaluation, visualization, attribution, manipulation, and analysis product generation in support of missions. Data Analyst 1 performs these tasks on multiple data types including structured data, unstructured data, streaming data, quantitative data, and qualitative data.

Minimum Education: Associate's degree in computer science -related or information technology-related or business-related discipline

Labor Category: Data Analyst 2

Minimum/General Experience: 4 years of experience in information technology, data, or engineering

Functional Responsibilities: Data Analyst 2, in addition to the capabilities of Data Analyst 1, provides one or more of the following support services in data management, collection and production of analytical products using various sources of information. Data Analyst 2 provides collection, analysis, and interpretation across disparate data sources, including remote sensing and data collection platforms supporting the acquisition of quantitative, vector and raster data (imagery). Responsible for the development and management of a variety of data sources through catalogs, indexes, databases, ArcGIS databases and other content management systems. Create executive-level decision-making briefing products including reports, white papers, map books, studies, and presentations. Performs research and works with experts to produce conclusions based on sources of information and expert opinion. Develop analysis products, recommendations, and risk/threat assessments based on internal, classified, and open-source information as available, providing analytical briefings to end clients. Work as a supporting member of a team of analysts and experts, leading technical demonstrations and assessing potential threats based on collected data. Manage overall quality for products, data, and team member contributions.

Minimum Education: Bachelor's degree in computer science -related or information technology-related or business-related discipline

Labor Category: Data Analyst 3

Minimum/General Experience: 6 years of experience in information technology, data, or engineering

Functional Responsibilities: Data Analyst 3 resources, building on the capabilities of Data Analyst 1 and 2 provides one or more of the following: expertise in data management, collection and production of analytical products using various sources of information, and leading team of analysts. Provides recommendations to improve the acquisition, management, quality control, security and sharing of data (e.g., geospatial, remote sensing, clinical, etc.). Maintain knowledge of current and emerging capabilities, best practices, and programs (e.g., remote sensing, geospatial, data management, analysis, etc.) in order to advise team and provide recommendations to end-clients. Design and implement data analysis quality control/assurances processes, and ensure teams are proficient and capable of meeting quality standards. Provide leadership, training, and mentorship to more junior team members across multiple teams performing analysis (e.g., data, imagery, geospatial analysis). Serves as a subject matter expert resources in areas associated with data/geospatial/imagery analysis, allowing the resource to respond to specialized analytical projects utilizing geospatial data, imagery, and quantitative data, as required.

Minimum Education: Bachelor's degree in computer science -related or information technology-related or business-related discipline

Labor Category: Database Administrator (Database Administrator 2)

Minimum/General Experience: 4 years of experience in information technology, data, or engineering

Functional Responsibilities: The Database Administrator maintains, monitors and operates client relational database management systems based on contemporary technologies including one or more of the following technologies: Relational, Non-Relational, Geospatial, Operational, Hierarchical, Network, and Object-Oriented Databases. This person develops data models and diagrams in support of underlying physical data models. The Database Administrator also ensures the performance and capacity of databases, along with their security by configuring and optimizing hardware and software and repairing, as needed. They work with clients to ensure optimum performance of database systems and work with systems engineers to establish proper security and credentialing between relational database systems.

Minimum Education: Bachelor's degree in computer science -related or information technology-related discipline

Labor Category: Database Administrator 4

Minimum/General Experience: 9 years of experience in information technology, data, or engineering

Functional Responsibilities: Database Administrator 4 (DBA Level 4), in addition to the capabilities of Database Administrator, support the design and development of database structures to meet new client requirements. DBA Level 4 also maintains the security of databases under their purview and supports systems integration and interconnections to share data amongst peer systems. DBA Level 4 works with DevOps teams to ensure database functions are optimized for system/application usage. DBA Level 4 are experts on at least one of the following modern database technologies: Relational, Non-Relational, Geospatial, Operational, Hierarchical, Network, Object-Oriented Databases or other emerging models.

Minimum Education: Bachelor's degree in computer science -related or information technology-related discipline

Labor Category: Geospatial Engineer 2

Minimum/General Experience: 5 years of experience in geospatial-related field

Functional Responsibilities: Geospatial Engineer 2 supports the design of technical project specifications for the implementation of software projects and systems integration efforts of client mission systems. Must understand industry-prevalent/state of the art Geospatial Information System (GIS) technology and techniques utilized in systems administration and operations. Understands and is able to implement systems based on known architectural standards. Proficient in software development with specific experience in web-based application development, 3rd generation programming languages, Internet markup languages, and other web-based Geospatial Information System platforms (e.g., Google, ESRI, and Meta Carta); desktop, and server software products. Responsibilities include updating configurations and topologies as required, software coding, and writing software documentation, and designing software specifications developed as appropriate based on experience. Acquires geospatial and remote-sensing data in support of analysis, review, and exploitation through the use of GIS industry-standard tools to produce products and data. Creates complex cartographic and geospatial products through industry-leading tools via multiple mediums (e.g., mobile, web application, desktop, etc.). Performs quality assurance of developed artifacts in support of team and end-client goals. Acquires, analyzes, compiles, evaluates and reviews geospatial data designs, designs and implements data conversion procedures, performs software and database quality control, maintains and operates client information technology systems, provides preventative maintenance to systems, and maintains regular backups and redundancy.

Minimum Education: Associate's degree in computer science -related or information technology-related or geospatial-related discipline

Labor Category: Geospatial Engineer 3

Minimum/General Experience: 7 years of experience in geospatial-related field

Functional Responsibilities: In addition to the capabilities performed by Geospatial Engineer Level 2 resources, level 3 resources support the cataloging, indexing, identification and management of geospatial data from a variety of sources including open-sources, remote sensing sources, structured and unstructured data sources. The Geospatial Engineer III supports the design of technical project specifications for the implementation of software projects and systems integration efforts of client mission systems. Must understand industry-prevalent/state of the art Geospatial Information System (GIS) technology and techniques utilized in systems administration and systems operations. This person must understand and be able to implement systems based on known architectural standards. The Geospatial Engineer is proficient in software development with specific experience in web-based application development, 3rd generation programming languages, Internet markup languages, and other web-based Geospatial Information System platforms, including Google, ESRI, and Meta Carta; desktop, and server software products. Responsibilities also include using tools such as ArcGIS desktop in support of map production, map books, studies, and map-based applications. Provides quality assurance of multiple geospatial products and solutions. This person updates configurations and topologies as required, performs software coding, and writes software documentation to design specifications developed by senior staff. The Geospatial Engineer designs and implements data conversion procedures, performs software and database quality control, maintains and operates client information technology systems, provides preventative maintenance to systems, and maintains regular backups and redundancy.

Minimum Education: Bachelor's degree in computer science -related or information technology-related or geospatial-related discipline

Labor Category: Geospatial Engineer 4

Minimum/General Experience: 9 years of experience in geospatial-related field

Functional Responsibilities: In addition to the functions of a Geospatial Engineer 3, supports the design of technical project specifications for the implementation of software projects and systems integration efforts of client mission systems. Must understand industry-prevalent/state of the art Geospatial Information System (GIS) technology and techniques utilized in systems administration, operations, and security. Must understand and be able to implement systems based on known architectural standards and security requirements; as well as catalog, analyze, manipulate, and interpret remote sensing data. Research and stay abreast of best practices in order to provide recommendations to improve acquisition, management, quality control, security and sharing of geospatial and remote sensing data, and ensure the ongoing security posture of the system. Is proficient in software development with specific experience in web-based application development, 3rd-generation programming languages, Internet markup languages, and other web-based Geospatial Information System platforms (e.g., Google, ESRI, Meta Carta, etc.); desktop, and server software products. Responsibilities include updating configurations and topologies as required, software coding, creating/implementing security posture, testing, and writing software and security (Authority to Operate) documentation (e.g., software design, Privacy Impact Assessment (PIA), System Security Plan (SSP), Interconnection Security Agreement (ISA), Plan of Action and Milestone (POAM)). Creates and manages disparate and complex geospatial and remote sensing database and designs software and security specifications developed and implemented based on appropriate security categorization. Supervises geospatial teams, acquires, analyzes, compiles, evaluates and reviews geospatial data designs, designs and implements data conversion procedures, performs software and database quality control, ensures requisite training of team members, maintains, and operates client information technology systems, provides preventative maintenance to systems, and maintains regular backups and redundancy to ensure ongoing security compliance/posture. Provides recommendations on sources of geospatial and remote-sensing information in support of end-client requirements and identifies quality control processes and conducts quality assurance on final cartographic products developed from geospatial toolsets, and sources across the team. Mentors more junior members in tradecraft, geospatial technical and tradecraft practices, ensuring consistent solution delivery.

Minimum Education: Bachelor's degree in computer science -related or information technology-related or in geospatial-related discipline

Labor Category: Geospatial Information Systems (GIS) Consultant 1

Minimum/General Experience: 2 years of experience in geospatial-related field

Functional Responsibilities: Provide technical program and project management support, information technology (IT) services, develop and design training materials and conduct presentations, briefings, and training sessions in support of geospatial services. Supports the design, implementation, and tracking of project work plans and milestone-based schedules, with an emphasis on state-of-the-art Geospatial Technologies. Conducts detailed GIS application, data integration, and database design requirements gathering and documentation efforts with customers. Performs customer communications and outreach, requirements gathering, troubleshooting, and researching as required in support of end-client requirements. Work with end-clients to evaluate custom needs, develop implementable solutions, and operate complex geospatial systems that integrate data from a variety of sources. Performs analysis and presentation of remote sensing content, and prepares maps, charts, reports, and other deliverables using imagery software.

Minimum Education: Bachelor's degree in computer science -related or information technology-related or in geospatial-related discipline

Labor Category: Geospatial Information Systems (GIS) Consultant 2

Minimum/General Experience: 4 years of experience in geospatial-related field

Functional Responsibilities: In addition to the responsibilities of a Geospatial Information System Consultant 1, provide technical program and project management support and information technology (IT) services. Geospatial consultant's supports the design, implementation, and tracking of project work plans and milestone-based schedules, with an emphasis on state-of-the-art Geospatial Technologies. Conducts detailed GIS application, data integration, and database design requirements gathering and documentation efforts with customers. Work with end-clients to evaluate custom needs, develop implementable solutions, and operate complex geospatial systems that integrate data from a variety of sources. Plans and coordinates imagery collection to meet agency needs, and performs analysis of remote sensing content, and prepares maps, charts, reports, and other deliverables using imagery software. GIS Consultant at higher levels are involved in the management of programs and projects using standard management methodologies, supporting the daily logistics of project efforts and client tasking, and delivering detailed project management plans, presentations, and project related documentation.

Minimum Education: Bachelor's degree in computer science -related or information technology-related or in geospatial-related discipline

Labor Category: Geospatial Information Systems (GIS) Consultant 3

Minimum/General Experience: 6 years of experience in geospatial-related field

Functional Responsibilities: In addition to providing services of GIS Consultant 2, the GIS Consultant III provides technical program and project management support, information technology (IT) services, training program development, and tradecraft competency development. This person supports the design, implementation, and tracking of project work plans and milestone-based schedules. Develop standardized communications, outreach and training materials in support of Geospatial Tradecraft adoption and competency. In order to validate processes/procedures and innovate technologies, develop and facilitate tabletop and functional exercises across the organization. The GIS Consultant III conducts detailed GIS application, data integration, and database design requirements gathering and documentation efforts with customers. Plans and coordinates imagery collection to meet agency needs, and performs analysis of remote sensing content, and prepares maps, charts, reports, and other deliverables using imagery software. This person provides management oversight of technical development staff and conducts training for team members, as well as quality assurance and quality control reviews of developed software packages. The GIS Consultant III manages program and project risk using standard risk management methodologies, manages the daily logistics of project efforts and client tasking, and develops detailed project management plans, presentations, recommendations, and project related documentation. Provides mentorship and oversight of more junior staff.

Minimum Education: Bachelor's degree in computer science -related or information technology-related or in geospatial-related discipline

Labor Category: Information Technology Analyst 2

Minimum/General Experience: 4 years of experience in information technology, data, or engineering

Functional Responsibilities: Operate under the general direction of Information Technology Project Manager, or other consultants, supporting the information management needs of users and groups across an organization. Information Technology Analysts bring experience in the business process associated with information technology implementations, as well as the adaptation of those processes to the IT lifecycle. Information Technology Analysts focus on activities including requirements gathering, translation of requirements to systems specifications, data management and manipulation, and technology implementation. Information Technology Analysts bring a combination of business process understanding with practical information technology implementation experience.

Minimum Education: Bachelor's degree in computer science -related or information technology-related or business-related discipline

Labor Category: Information Technology Analyst 3

Minimum/General Experience: 6 years of experience in information technology, data, or engineering

Functional Responsibilities: Provide support for business processes associated with information technology implementations, as well as the adaptation of those processes to the IT lifecycle. Operate under the general direction of Information Technology Project Manager, or other consultants, supporting the information management needs of users and groups across an organization. Focus on activities including requirements gathering, customer outreach, translation of requirements to systems specifications, data management and manipulation, and technology implementation. Bring a combination of business process understanding with practical information technology implementation experience. At this level, Analysts become a resource to lower-level Analysts.

Minimum Education: Bachelor's degree in computer science -related or information technology-related or business-related discipline

Labor Category: Information Technology Analyst 4

Minimum/General Experience: 8 years of experience in information technology, data, or engineering

Functional Responsibilities: Operate under the general direction of Information Technology Project Manager, or other consultants, supporting the information management needs of users and groups across an organization. Information Technology Analysts bring experience in the business process associated with information technology implementations, as well as the adaptation of those processes to the IT lifecycle. Information Technology Analysts focus on activities including requirements gathering, translation of requirements to systems specifications, data management and manipulation, and technology implementation. Information Technology Analysts bring a combination of business process understanding with practical information technology implementation experience.

Minimum Education: Bachelor's degree in computer science -related or information technology-related or business-related discipline

Labor Category: Information Technology Project Manager 1

Minimum/General Experience: 2 years of experience in information technology

Functional Responsibilities: Responsibilities include project management of a technology project or projects to ensure on-time completion within a set budget with allocated personnel. Has overall responsibility for managing scope, cost, schedule, internal staffing and outside vendors, and contractual deliverables. Prepares reports for upper management regarding status of project. May work independently but typically, reports to a manager, and works under supervision. Contributes to minimally complex aspects of a project while working to obtain knowledge and skill in more complex functions. Work is generally collaborative in nature.

Minimum Education: Certification (PMP) or Associate's in computer science -related or information technology-related or in business-related discipline

Labor Category: Information Technology Project Manager 2

Minimum/General Experience: 4 years of experience in information technology

Functional Responsibilities: Responsibilities include acting as lead direct project management of a technology project or projects to ensure on-time completion within a set budget with the allocated personnel. Has overall responsibility for managing scope, cost, schedule, internal staffing and outside vendors, and contractual deliverables. Prepares reports for upper management regarding status of project. Possesses a strong knowledge of technology and is able to share this knowledge with non-technical clients. Work may be independent and collaborative in nature and usually involves reporting to an Executive level manager under minimal supervision.

Minimum Education: Bachelor's degree in computer science -related or information technology-related or in business-related discipline

Labor Category: Information Technology Project Manager 3

Minimum/General Experience: 6 years of experience in information technology

Functional Responsibilities: In addition to the responsibilities of an IT Project Manager 2, oversees projects and technology implementations with teams including collection, data management, and data distribution through related systems. Supports more senior resources (e.g., senior GIS or technical personnel) and other project managers through project coordination, accounting, delivery, and architecture guidance. Can also serve as technical project lead, helping to direct IT teams (e.g., architecture, development, GIS, data, etc.). Provides advice to end-clients with respect to improvements to project approaches and products (e.g., standardization, best practices, methodologies, etc.). Responsible for the efficient execution of technology projects with respect to related information sources (e.g., healthcare informatics, crime statistics, open-source data, GIS information, etc.) and tools.

Minimum Education: Bachelor's degree in in computer science -related or information technology-related or business-related discipline

Labor Category: Information Technology Project Manager 4

Minimum/General Experience: 8 years of experience in information technology

Functional Responsibilities: Information Technology Project Manager 4, oversee multiple large-scale projects including collection, data management, and data distribution through related systems (e.g., disparate data systems, integrated architecture, GIS, etc.). Utilizes industry standard project management techniques including Agile, Kanban, PMBOK, Waterfall, etc., for work, deliverable and team management. Serves as a strategic subject matter expert and advisor to end clients providing strategic guidance and recommendations on all aspects of information system management and operations (e.g., standardization, best practices, architectural framework, GIS, etc.) in order to improve outcomes. Responsible for the efficient execution of technology projects with respect to related information sources (e.g., data, GIS info, etc.) and tools. Deliver project management with an emphasis on emerging trends in federal IT support (e.g., logistics, healthcare, situational awareness, homeland security, emergency management, law enforcement, remote sensing and drone-based remote-sensing projects).

Minimum Education: Bachelor's degree in computer science -related or information technology-related or business-related discipline

Labor Category: Information Technology (IT) Subject Matter Expert 1

Minimum/General Experience: 4 years of experience in information technology, data, or engineering

Functional Responsibilities: Information Technology Subject Matter Experts (IT SME) are experts in systems design, systems documentation development, software design, systems architecture, and/or complex systems integration. IT SMEs serve in advisor and implementation roles supporting client projects to designing, implementing, and integrating complex information technology systems in heterogeneous environments. IT SME's have practical experience in datacenter systems operations, software development methodologies/processes, system specification development, and operations and maintenance. IT Subject Matter Experts provide a wide range of IT services to clients and provide technical leadership on one or more IT systems including Geospatial, Open Source, Cybersecurity, Big Data, Cloud, and On-Premises Systems.

Minimum Education: Bachelor's degree in computer science -related or information technology-related discipline

Labor Category: Information Technology (IT) Subject Matter Expert 2

Minimum/General Experience: 8 years of experience in information technology, data, or engineering

Functional Responsibilities: In addition to the responsibilities of IT SME Level 1, Level 2 are experts in systems design, systems documentation development, software design, systems architecture, and/or systems integration of complex information systems including those supporting one or more technology stack including geospatial information systems, production systems, cloud systems, datacenter operations, cybersecurity systems and big data systems. IT SME's serve in senior advisor/implementation roles supporting client projects by designing, implementing and integrating complex information technology systems in heterogeneous environments. IT SME's have practical experience in datacenter systems operations, software development methodologies, system specification development, operations, and maintenance.

Minimum Education: Bachelor's degree in computer science -related or information technology-related discipline

Labor Category: Information Technology (IT) Subject Matter Expert 3

Minimum/General Experience: 12 years of experience in information technology, data, or engineering

Functional Responsibilities: Information Technology Subject Matter Expert 3 (IT SME 3) brings over twelve years' experience in the information technology industry. IT SMEs are experts in systems design, systems documentation development, software design, systems architecture, and/or systems integration. IT SMEs serve in senior advisor/implementation roles supporting client projects to design, implement and integrate complex information technology systems in heterogeneous environments. IT SME's have practical experience in software development methodologies, system specification development, data analysis, or operations and maintenance. IT SME 3 resources bring professional, scientific expertise in one or more disciplines including software engineering and design, geospatial science, cybersecurity, big data management, analysis, statistical modelling, systems integration, data modelling, and technology evaluation and exploration.

Minimum Education: Bachelor's degree in computer science -related or information technology-related discipline

Labor Category: Microsoft Senior Architect

Minimum/General Experience: 7 years of experience in information technology, data, or engineering

Functional Responsibilities: The MS Senior Architecture is responsible for identifying customer needs and matching best use of MS applications for systems requirements. The senior consultant provides technical input and task level planning during system development lifecycle. An MS Senior Architecture Consultant provides direction to IT consultants, provides training directly to clients, and ensures quality of individual work packages and deliverables.

Minimum Education: Bachelor's degree in computer science -related or information technology-related discipline

Labor Category: Scrum Master 3

Minimum/General Experience: 4 years of experience in information technology, data, or engineering

Functional Responsibilities: Scrum Masters provide the management of software and technology projects using the application of Agile Development practices. Scrum Masters bring experience in the management of user stories, the prioritization of stories in a software backlog, the management of Sprint Planning, Spring Review and Sprint Retrospective activities and facilitate daily standup meetings of the software development team, technology experts, and product owners to implement successful software strategies. Scrum Masters at levels three and higher hold the "Certified Scrum Master" or "Certified Product Owner" certification.

Minimum Education: Certified Scrum Master, Certified Product Owner, or comparable Agile or Scrum Master certification

Labor Category: Scrum Master 4

Minimum/General Experience: 6 years of experience in information technology, data, or engineering

Functional Responsibilities: Scrum Masters provide the management of software and technology projects using the application of Agile Development practices. Scrum Masters bring experience in the management of user stories, the prioritization of stories in a software backlog, the management of Sprint Planning, Spring Review and Sprint Retrospective activities and facilitate daily standup meetings of the software development team, technology experts, and product owners to implement successful software strategies.

Minimum Education: Bachelor's degree. Certified Scrum Master, Certified Product Owner, or comparable Agile or Scrum Master certification

Labor Category: Software Architect 4

Minimum/General Experience: 5 years of experience in information technology, data, or engineering

Functional Responsibilities: Software Architects provide design and implementation services delivering complex software solutions. Software Architects develop conceptual drawings, state diagrams and wireframes, data flow and process diagrams, logical and physical data models for software systems. Software Architects also provide input in the execution and selection of technologies, methodologies and practices best appropriate to the implementation of a particular solution.

Minimum Education: Associate's degree in computer science -related or information technology-related discipline

Labor Category: Software Developer 1

Minimum/General Experience: 2 years of experience in information technology, data, or engineering

Functional Responsibilities: Software Developers provide programming services in support of custom software development, systems integration, interface development and operations and maintenance for software projects. Software developers have skills in industry accepted programming languages, operate autonomously, and participate in agile development activities.

Minimum Education: Associate's degree in computer science -related or information technology-related discipline

Labor Category: Software Developer 2

Minimum/General Experience: 4 years of experience in information technology, data, or engineering

Functional Responsibilities: Software Developers are charged with implementing software code to support customer requirements and system specifications. Utilizing contemporary programming techniques and languages, a Software Developer develops software components under guidance from a Senior Software Developer or other engagement manager. Develop software using object-oriented methodologies.

Minimum Education: Bachelor's degree in computer science -related or information technology-related discipline

Labor Category: Software Developer 3 (Senior Software Developer)

Minimum/General Experience: 6 years of experience in information technology, data, or engineering

Functional Responsibilities: Senior Software Developers are charged with leading the implementation of software development activities in support of customer requirements and system specifications. Utilizing contemporary programming techniques and languages, develops software components and provides leadership to Junior Software Developers resulting in the creation of intuitive, reliable user interfaces, workflows, and APIs. Must have experience developing software using object-oriented methodologies.

Minimum Education: Bachelor's degree in computer science -related or information technology-related discipline

Labor Category: Software Developer 4

Minimum/General Experience: 8 years of experience in information technology, data, or engineering

Functional Responsibilities: Provide programming services in support of custom software development, systems integration, interface and API development, and operations and maintenance for software projects. Software developers have skills in industry accepted programming languages, operate autonomously, participate in agile development activities, and collaborate with client stakeholders to ensure that solutions meet federal requirements.

Minimum Education: Bachelor's degree in computer science -related or information technology-related discipline

Labor Category: Solutions Architect 1

Minimum/General Experience: 2 years of experience in information technology, data, or engineering

Functional Responsibilities: Understands business objectives, learns to conducts gap analysis of existing versus needed capability, and assists in identifying business requirements. Evaluates business requirements to identify potential software, hardware, and system architectures that can be employed to meet business objectives. Develops potential technical solutions to meet business needs and supports analysis of alternatives for best fit. Evaluates technical trends and provides recommendations for technology and architecture to meet business objectives. Performs research on emerging technologies to support proof-of-concept (POC) capabilities and identify future solutions for the organization.

Minimum Education: Associate's degree in computer science -related or information technology-related discipline

Labor Category: Solutions Architect 2

Minimum/General Experience: 4 years of experience in information technology, data, or engineering

Functional Responsibilities: Assesses business objectives, conducts gap analysis of existing versus needed capability, and identifies business requirements. Evaluates business requirements to identify potential software, hardware, and system architectures that can be employed to meet business objectives. Develops potential technical solutions to meet business needs and supports analysis of alternatives for best fit. Evaluates technical trends and provides recommendations for technology and architecture to meet business objectives. Performs research on emerging technologies to support proof-of-concept (POC) capabilities and identify future solutions for the organization.

Minimum Education: Bachelor's degree in computer science -related or information technology-related discipline

Labor Category: Solutions Architect 3

Minimum/General Experience: 6 years of experience in information technology, data, or engineering

Functional Responsibilities: Assesses business objectives, conducts gap analysis of existing versus needed capability, and identifies business requirements. Evaluates business requirements to identify potential software, hardware, and system architectures that can be employed to meet business objectives. Develops potential technical solutions to meet business needs and supports analysis of alternatives for best fit. Evaluates technical trends and provides recommendations for technology and architecture to meet business objectives. Performs research on emerging technologies to support proof-of-concept (POC) capabilities and identify future solutions for the organization. Mentors junior architects.

Minimum Education: Bachelor's degree in computer science -related or information technology-related discipline

Labor Category: Systems Analyst 2

Minimum/General Experience: 2 years of experience in information technology, data, or engineering

Functional Responsibilities: Systems analysts conduct research, analysis, and recommendations into the appropriate application of computer systems and advocate particular software or hardware components to enhance capabilities. Analysts are familiar with multiple approaches to solve a problem and are responsible for choosing the most appropriate approach or solution.

Minimum Education: Bachelor's degree in computer science -related or information technology-related discipline

Labor Category: Systems Engineer 1

Minimum/General Experience: 2 years of experience in information technology, data, or engineering

Functional Responsibilities: Maintains and operates client information technology systems, provides preventative maintenance to systems, and maintains regular backups and redundancy. This person updates configurations and topologies as required. Provides input towards development implementation and configuration management plans in support of system upgrades and provides, as needed, on-call support to respond to system emergencies and maintains system documentation such as logs and procedures. Learns to understand industry-prevalent/state of the art technology and techniques utilized in systems administration and systems operations. Demonstrates understanding and is able to implement systems based on known architectural standards.

Minimum Education: Bachelor's degree in computer science -related or information technology-related discipline

Labor Category: Systems Engineer 2

Minimum/General Experience: 4 years of experience in information technology, data, or engineering

Functional Responsibilities: Systems Engineers manage the operations of computer, networking, communications, voice, video, or server systems. Systems Engineers provide regular and emergency support in the continued operation of information technology systems that deliver solutions to end clients. Systems Engineers may work with both physical and virtual systems in support of their clients.

Minimum Education: Bachelor's degree in computer science -related or information technology-related discipline

Labor Category: Systems Engineer 3 (Senior Systems Engineer)

Minimum/General Experience: 6 years of experience in information technology, data, or engineering

Functional Responsibilities: The Senior Systems Engineer maintains and operates client information technology systems, provides preventative maintenance to systems, maintains the security accreditation of systems, and maintains regular backups and redundancy. Provides securing recommendations to end-client's for ensuring system security/data and policy compliance. Prepares relevant security documentation (e.g., Privacy Impact Assessments (PIA), Interconnection Security Agreement (ISA), Plan of Action and Milestones (POAM), System Security Plan (SSP), in support of obtaining authority to operate (ATO). The Senior Systems Engineer develops implementation and configuration management plans in support of system upgrades and provides, as needed, on-call support to respond to system emergencies and maintains system documentation such as logs and procedures. Must understand industry-prevalent/state of the art technology and techniques utilized in systems administration and systems operations. Must understand and be able to implement systems based on known architectural standards. Must have an understanding of basic networking as it is applied to systems engineering.

Minimum Education: Bachelor's degree in computer science -related or information technology-related discipline

Labor Category: Technology Consultant 1

Minimum/General Experience: 4 years of experience in information technology, data, or engineering

Functional Responsibilities: Technology Consultants provide a wide range of services in support of customer engagements. Technology consultants help design, implement, and operate complete technology solutions to customer challenges. Technology consultants also facilitate requirements gathering with respect to information technology projects and are typically well versed in emerging technologies and techniques.

Minimum Education: Associate's degree in computer science -related or information technology-related or business-related discipline

Labor Category: Technology Consultant 3

Minimum/General Experience: 6 years of experience in information technology, data, or engineering

Functional Responsibilities: Technology Consultants provide a wide range of services in support of customer engagements. Technology consultants help design, implement, and operate complete technology solutions to customer challenges. Technology consultants also facilitate requirements gathering with respect to information technology projects and are typically well versed in emerging technologies and techniques.

Minimum Education: Bachelor's degree

Labor Category: Trainer

Minimum/General Experience: 2 years of experience in information technology, data, or engineering

Functional Responsibilities: Provide services that assist clients with understanding new tools, techniques, and technologies. Perform customer outreach and develop course curricula, including handouts, presentations, and other materials as appropriate, standardizing skillsets and competencies across federal organizations. They deliver a variety of modules and exercises, and conduct courses both on and off site, and elicit customer feedback to evaluate the quality and content of the course. Experience planning, designing, and conducting training courses in support of business process and information technology concepts. Experience training groups in both a lecture and hands-on format.

Minimum Education: Bachelor's degree in computer science -related or information technology-related or business-related discipline

SIN 541611

Labor Category: Senior Business Analyst

Minimum/General Experience: Requires 8 years' experience working with customers to enhance business processes. Strong understanding of business processes to include contracting, human resources, and workflow development. Senior Business Analysts may carry a PMP® Certification and have at least 3 years 'experience managing client projects. Excellent oral and written presentation skills along with organizational abilities. Supervisory/Management experience is required.

Functional Responsibilities: The Senior Business Analyst provides studies, analysis, and reports relating to mission-oriented business functions and is responsible for the overall management of client engagements, supervising several consultants working on a single engagement. Oversee the technical and procedural implementation of solutions delivering enhanced client business process. Provides policy and regulation development assistance, deliverables and other documents as required by the client. Supports engagements with direct client involvement and acts as a liaison for the customer back to Ardent.

Minimum Education: Bachelor's degree

Labor Category: Business Analyst

Minimum/General Experience: Requires 5 years' experience working with customers to enhance business processes. Strong understanding of business processes to include contracting, human resources, and workflow development. Excellent oral and written presentation skills along with organizational abilities.

Functional Responsibilities: Business Analysts engage clients and provide broad, generalized support of business process. Business Analysts are required to interact directly with clients performing services in direct support of the client mission-oriented business function and contract terms. Drafting deliverables such as requirements documents, workflow analysis, policies, regulations, and procedures are included in the normal tasks performed by a Business Analyst. Business Analysts operate with a high degree of autonomy.

Minimum Education: Bachelor's degree

Labor Category: Consultant

Minimum/General Experience: Requires 3 years' experience working with customers to enhance business processes. Experience in providing direct support to clients in efforts with responsibilities around single- task deliverables. Strong oral and written presentation skills.

Functional Responsibilities: Consultants engage clients by providing broad, generalized support of business process. Consultants are required to interact directly with clients performing services in direct support of the client mission and contract terms. Drafting deliverables such as schedules, risk and issues logs, and change control documents are included in the normal tasks performed by a consultant. Consultants operate with a high degree of autonomy.

Minimum Education: Bachelor's degree

Labor Category: Senior Consultant

Minimum/General Experience: Requires 6 years' experience conducting business process improvement. Strong understanding of core aspects associated with enterprise operations to include contracts, human resources, and workflow development. Experienced leading a team of consultants on a specific engagement and/or experience leading a workgroup resulting in successful product delivery. Excellent oral and written presentation skills along with organizational abilities.

Functional Responsibilities: Senior Consultants engage clients by providing support of business processes. This leadership role involves interacting directly with the client in support of an engagement or project. Senior Consultants are also asked to supervise consultants associated with a project and is responsible for all project reporting associated with their engagement. Activities include the review of deliverables such as schedules, risks and issues; logs and change control documents are conducted by a Senior Consultant before submission for client acceptance. Senior Consultants act as engagement managers for client projects.

Minimum Education: Bachelor's degree

Labor Category: Principal Consultant

Minimum/General Experience: Requires 10 years' experience working with customers to enhance business processes. Considered a subject matter expert, Principal Consultants have demonstrated experience delivering project success surrounding their field of expertise. Principal Consultants are respected in the field and considered resources for assistance with particularly complex issues.

Functional Responsibilities: Principal Consultants engage clients as requested by an engagement manager to provide deep, specialized consulting support and experience developing solutions to client problems. This experience is appropriate to the Principal Consultants field of expertise. While a Principal Consultant is a senior position, it is typically not considered a supervisory roll due to the demand and cost associated with resources meeting these qualifications.

Minimum Education: Bachelor's degree

Labor Category: Program Manager

Minimum/General Experience: Program Managers have at least 9 years' experience with all aspects of program management to include schedule control, cost control, logistics, planning, and execution. Program Managers may be PMP® certified.

Functional Responsibilities: Program Managers provide direct support associated with the management of client programs. This support includes project management activities, as well as acquisition support, and participant coordination. Program support personnel work with clients to develop strategies that ensures both successful execution of a program's projects while also assisting those clients in planning for the future through budgeting, CPIC support, and other program-related activities.

Minimum Education: Bachelor's degree

Labor Category: Project Manager

Minimum/General Experience: Project Managers have at least 5 years' experience with all aspects of project management including planning, execution, and close out.

Functional Responsibilities: Project Managers assist clients through the management of projects within their purview. Project Managers are familiar with current best practices associated with project management. These activities include developing project risk matrices, project plans, schedules, and risk and issues; logs as well as provides direct support associated with the management of client programs.

Minimum Education: Bachelor's degree

Labor Category: Project Coordinator

Minimum/General Experience: Requires 2 years' experience building schedules and coordinating the activities of multiple project participants. Strong communications skills, both verbal and written.

Functional Responsibilities: Provide client services coordinating the activities of project participants. Update schedules regularly and provide summary reports to project managers and clients. Work closely with the project managers to provide deliverables and products as needed in support of client engagements.

Minimum Education: Bachelor's degree

Labor Category: Associate Data Analyst 1

Minimum/General Experience: 6 years specialized experience

Functional Responsibilities: Associate Data Analyst provide one or more of the following services: data acquisition/management, exploitation, collection, compilation, evaluation, visualization, attribution, manipulation, and analysis product generation (e.g., geospatial info., cartographic images, mapbooks, spreadsheets, presentations, graphs, etc.) in support of missions. Data Analyst 1 perform these tasks on multiple data types including quantitative data, geospatial data, temporal data, imagery data, remote sensing amongst others utilizing specialized software relative to geospatial and raster (imagery) data sets to perform change detection, feature detection, studies, and other imagery exploitation functions. Data Analyst 1 resources offer remote sensing services including analysis of drone-based imagery collection, field data collection and/or aerial collection platforms. Responsible for acquiring and utilizing data to generate complex products using a variety of user interfaces (e.g., web, desktop, mobile) including analytic, statistical, predictive, geospatial, situational awareness along with ad-hoc requirements. These products are developed with industry-standard tools and reflect the analyst interpretation of the data combined with references and advance modelling obtained from experts when available (e.g., SME's, PHD, etc.). Provide quality assurance of products, information and conclusions through source confirmation, peer review, and other quality control techniques. Data Analyst 1 may also provide interpretive recommendations and advice to end-clients, supporting the use of imagery or other data. May bring expertise around these tasks with respect to homeland security, logistics management, route planning, emergency management, law enforcement, and disaster response.

Minimum Education: High School Diploma

Labor Category: Data Analyst

Minimum/General Experience: 9 years specialized experience

Functional Responsibilities: Data Analyst, in addition to the capabilities of Associate Data Analyst, provide one or more of the following support services in data management, collection and production of analytical products using various sources of information. Data Analyst provide collection, analysis and interpretation across disparate data sources, including remote sensing and data collection platforms supporting the acquisition of quantitative, vector and raster data (imagery). Responsible for the development and management of a variety of data sources through catalogs, indexes, databases, ArcGIS databases and other content management systems. Create executive-level decision-making briefing products including reports, white papers, map books, studies, and presentations. Performs research and works with experts to produce conclusions based on sources of information and expert opinion. Provide expertise in a variety of mission areas including using analysis/research for mission planning (e.g., flood risk management, critical infrastructure protection, law enforcement operations, emergency management, and disaster recovery). Develop analysis products, recommendations, and risk/threat assessments based on internal, classified, and open-source information as available, providing analytical briefings to end clients. Work as a supporting member of a team of analysts and experts, leading technical demonstrations and assessing potential threats based on collected data. Collaborates across teams in high-stress/high operational tempo environment with analysts and experts from other disciplines to provide overall analytical, collection, data and imagery support and exploitation to end-clients. Manage overall quality for products, data, and team member contributions.

Minimum Education: High School Diploma

Labor Category: Senior Data Analyst

Minimum/General Experience: 11 years specialized experience

Functional Responsibilities: Senior Data Analyst resources, in addition to the capabilities of Associate Data Analyst and Data Analyst provides one or more of the following: expertise in data management, collection and production of analytical products using various sources of information, and leading team of analysts. Provides recommendations to improve the acquisition, management, quality control, security and sharing of data (e.g., geospatial, remote sensing, clinical, etc.). Maintain knowledge of current and emerging capabilities, best practices, and programs (e.g., remote sensing, geospatial, data management, analysis, etc.) in order to advise team and provide recommendations to end-clients. Design and implement data analysis quality control/assurances processes, and ensure teams are proficient and capable of meeting quality standards. Provide leadership, training, and mentorship to more junior team members across multiple teams performing analysis (e.g., data, imagery, geospatial analysis). Serves as a subject matter expert resources in areas associated with data/geospatial/imagery analysis, allowing the resource to respond to specialized analytical projects utilizing geospatial data, imagery, and quantitative data, as required.

Minimum Education: High School Diploma

Labor Category: Assistant Geospatial Specialist

Minimum/General Experience: 6 years specialized experience

Functional Responsibilities: Assistant Geospatial Specialists are trained, entry-level geospatial specialists charged with supporting more senior geospatial professionals throughout the team. Assistant Geospatial Specialists support data management, feature identification, imagery review and analysis, digitization, and basic cartographic activities.

Minimum Education: High School Diploma

Labor Category: Associate Geospatial Specialist

Minimum/General Experience: 10 years specialized experience

Functional Responsibilities: Associate Geospatial Specialists provide expertise in the use and delivery of geospatial data and the practice of geospatial tradecrafts. These techniques and skills involve the application of geographic principals, cartography, remote sensing, data analysis, statistical analysis, amongst other techniques to identify and draw conclusions. Associate Geospatial Professionals utilize both technology-based and traditional methods of working with and producing geospatial solutions.

Minimum Education: High School Diploma

Labor Category: Advanced Geospatial Specialist

Minimum/General Experience: 8 years specialized experience

Functional Responsibilities: Advanced Geospatial Specialists, in addition to the responsibilities of an associate geospatial specialist, provide experienced knowledge and recommendations on the production of geospatial solutions. Their experience covers a broad range of expertise, including geospatial collection, management, analysis, and distribution. They serve as mentors to more junior personnel and generally can lead efforts without supervision.

Minimum Education: Bachelor's Degree

Labor Category: Expert Geospatial Specialist

Minimum/General Experience: 12 years specialized experience

Functional Responsibilities: Expert Geospatial Specialists provide both broad general experience, and specialized additional experience, in addition to all the responsibilities of Assistant, Associate and Advanced geospatial specialists. Expert's usually have identified one area of geospatial science where they have honed their skills to the expert level. Examples include, but are not limited to, remote sensing, drone operations, change detection, imagery extraction, and statistical analysis. Expert geospatial Specialists are leaders in the field and represent highly qualified resources able to solve most geospatial challenges independently.

Minimum Education: High School Diploma

Labor Category: Geospatial Project Lead

Minimum/General Experience: 12 years specialized experience

Functional Responsibilities: Geospatial Project Leads oversee multiple large-scale geospatial projects including collection, data management, production, distribution, and remote sensing. Project leads provide geospatial expertise to their project, combined with project management skills and experience. Project Managers utilize the PMI Project Management Book of Knowledge (PMBOK) to develop project delivery strategies. Geospatial Project Leads oversee teams of analysts, cartographers, data specialists, and other team members in the delivery of geospatial solutions.

Minimum Education: High School Diploma

LABOR CATEGORY RATES

Special Item Number (SIN)	Labor Category	GSA Price	Delivery Commence
54151S	Cloud Architect 1	\$176.58	TBD/ Agency and Contractor
54151S	Cloud Architect 2	\$235.46	TBD/ Agency and Contractor
54151S	Cloud Architect 3	\$294.32	TBD/ Agency and Contractor
54151S	Data Analyst 1	\$82.41	TBD/ Agency and Contractor
54151S	Data Analyst 2	\$98.11	TBD/ Agency and Contractor
54151S	Data Analyst 3	\$113.80	TBD/ Agency and Contractor
54151S	Database Administrator	\$156.24	TBD/ Agency and Contractor
54151S	Database Administrator 4	\$205.72	TBD/ Agency and Contractor
54151S	Geospatial Engineer 2	\$139.86	TBD/ Agency and Contractor
54151S	Geospatial Engineer 3	\$155.39	TBD/ Agency and Contractor
54151S	Geospatial Engineer 4	\$192.28	TBD/ Agency and Contractor
54151S	Geospatial Information Systems (GIS) Consultant 1	\$107.53	TBD/ Agency and Contractor
54151S	Geospatial Information Systems (GIS) Consultant 2	\$131.22	TBD/ Agency and Contractor
54151S	Geospatial Information Systems (GIS) Consultant 3	\$164.02	TBD/ Agency and Contractor
54151S	Information Technology Analyst 2	\$72.51	TBD/ Agency and Contractor
54151S	Information Technology Analyst 3	\$83.26	TBD/ Agency and Contractor
54151S	Information Technology Analyst 4	\$96.69	TBD/ Agency and Contractor
54151S	Information Technology Project Manager 1	\$114.45	TBD/ Agency and Contractor
54151S	Information Technology Project Manager 2	\$156.97	TBD/ Agency and Contractor
54151S	Information Technology Project Manager 3	\$186.95	TBD/ Agency and Contractor
54151S	Information Technology Project Manager 4	\$215.83	TBD/ Agency and Contractor

Special Item Number (SIN)	Labor Category	GSA Price	Delivery Commence
54151S	Information Technology (IT) Subject Matter Expert 1	\$141.27	TBD/ Agency and Contractor
54151S	Information Technology (IT) Subject Matter Expert 2	\$172.61	TBD/ Agency and Contractor
54151S	Information Technology (IT) Subject Matter Expert 3	\$208.21	TBD/ Agency and Contractor
54151S	MS Senior Architecture/Development Consultant	\$276.24	TBD/ Agency and Contractor
54151S	Scrum Master 3	\$138.13	TBD/ Agency and Contractor
54151S	Scrum Master 4	\$155.39	TBD/ Agency and Contractor
54151S	Software Developer 1	\$107.89	TBD/ Agency and Contractor
54151S	Software Developer 2	\$129.50	TBD/ Agency and Contractor
54151S	Software Developer 3 (Senior)	\$151.06	TBD/ Agency and Contractor
54151S	Software Developer 4	\$164.02	TBD/ Agency and Contractor
54151S	Solutions Architect 1	\$109.41	TBD/ Agency and Contractor
54151S	Solutions Architect 2	\$138.14	TBD/ Agency and Contractor
54151S	Solutions Architect 3	\$152.45	TBD/ Agency and Contractor
54151S	Software Architect 4	\$168.34	TBD/ Agency and Contractor
54151S	Systems Analyst 2	\$116.54	TBD/ Agency and Contractor
54151S	Systems Engineer 1	\$90.26	TBD/ Agency and Contractor
54151S	Systems Engineer 2	\$117.02	TBD/ Agency and Contractor
54151S	Systems Engineer 3 (Senior Systems Engineer)	\$142.43	TBD/ Agency and Contractor
54151S	Technology Consultant 1	\$86.14	TBD/ Agency and Contractor
54151S	Technology Consultant 3	\$136.64	TBD/ Agency and Contractor
54151S	Trainer	\$146.76	TBD/ Agency and Contractor
541611	Senior Business Analyst	\$189.52	TBD/ Agency and Contractor

Special Item Number (SIN)	Labor Category	GSA Price	Delivery Commence
541611	Business Analyst	\$150.02	TBD/ Agency and Contractor
541611	Consultant	\$125.53	TBD/ Agency and Contractor
541611	Senior Consultant	\$140.64	TBD/ Agency and Contractor
541611	Principal Consultant	\$199.50	TBD/ Agency and Contractor
541611	Program Manager	\$147.68	TBD/ Agency and Contractor
541611	Project Manager	\$124.69	TBD/ Agency and Contractor
541611	Project Coordinator	\$83.79	TBD/ Agency and Contractor
541611	Associate Data Analyst	\$86.75	TBD/ Agency and Contractor
541611	Data Analyst	\$103.27	TBD/ Agency and Contractor
541611	Senior Data Analyst	\$119.80	TBD/ Agency and Contractor
541611	Assistant Geospatial Specialist	\$113.19	TBD/ Agency and Contractor
541611	Associate Geospatial Specialist	\$138.14	TBD/ Agency and Contractor
541611	Advanced Geospatial Specialist	\$147.22	TBD/ Agency and Contractor
541611	Expert Geospatial Specialist	\$202.42	TBD/ Agency and Contractor
541611	Geospatial Project Lead	\$227.20	TBD/ Agency and Contractor

Awarded Rates/Price for SIN 54151ECOM

Special Item Number ((SIN))	Description	GSA Price	Delivery Commence
54151ECOM	CMP1GMO - 1 GHz of Cloud Computing Capacity per Month	\$105.55	TBD/ Agency and Contractor
54151ECOM	MEM1GMO - 1 GB of Cloud Virtual Memory (vMem) per Month	\$5.63	TBD/ Agency and Contractor
54151ECOM	STO50GMO - 50GB of Cloud Storage Capacity (vStor) per Month	\$14.08	TBD/ Agency and Contractor
54151ECOM	XFER500GMO - 500MB of Network Data Transfer (vData) per Month	\$28.15	TBD/ Agency and Contractor
54151ECOM	NBW100MMO - 100MB of Network Bandwidth per Month	\$24.42	TBD/ Agency and Contractor
54151ECOM	PUBIPMO - 1 Public IP Address per Month	\$19.73	TBD/ Agency and Contractor

12. Ardent Netfinity Terms of Use

12.1. The Service Offering.

12.1.1. **Generally.** This Agreement governs your access and use of the Service Offering. The Service Offering consists of the entire suite of cloud hosting capabilities provided by Ardent under the Netfinity brand. We may deliver the Service Offering to you with the assistance of our affiliates, licensors, and providers. Service Level Agreements may apply to the Service Offering. You will comply with all laws, rules, and regulations applicable to your use of the Service Offering, and with the Third-Party Terms, and the Service Description.

12.1.2. **Access to the Service Offering.** You may access and use the Service Offering solely for your own benefit (or the benefit of your organization) and only in accordance with this Agreement. To access the Service Offering, you must register for the Service Offering and set up an authorized account with Login Credentials. You may monitor and manage your Service Offering through the Service Offering Portal. You must keep confidential your login credentials; including, but not limited to username, token, and password. If you set up an authorized account for an organization, you will require that all authorized users of that account (including anyone providing services to you) keep confidential their Login Credentials. You will keep your registration information accurate, complete, and current as long as you use the Service Offering. You are responsible for any use that occurs under your Login Credentials, including any activities by you, or your employees, contractors, or agents. If you believe an unauthorized user has gained access to your Login Credentials, you will notify us as soon as possible. Neither we nor our affiliates are responsible for any unauthorized access to or use of your account.

- 12.1.3. **Audit Cooperation.** We reserve the right to verify your compliance with this Agreement. If we audit, you will provide information or other materials reasonably requested by us. We monitor the overall performance and stability of the infrastructure of the Service Offering. You may not block or interfere with that monitoring. In the event that we reasonably believe a problem with the Service Offering may be attributable to your use or Your Content, you will cooperate with us to identify the source of that problem.
- 12.1.4. **Additional Terms- Third Party Content.** Third Party Content is available "AS IS," without indemnification or support, and we disclaim all express and implied warranties (including warranties of merchantability, fitness for a particular purpose, and non-infringement).
- 12.1.5. **Open-Source Software.** You may receive open-source software when you use the Service Offering and any open-source software distributed to you is made available under the applicable open-source license terms and conditions, which can be found within the software.
- 12.1.6. **Relationship Data.** We may collect Relationship Data. We use Relationship Data to provide the Service Offering to you, manage your account, send you notifications (including about the availability of our or our affiliates' other products and services), bill you for purchased services, enforce compliance with this Agreement, and provide support. We may share Relationship Data with others as required by applicable law. We will not share Relationship data for purposes with third parties for the purposes of marketing.
- 12.1.7. **Usage Data.** We may collect Usage Data. We use Usage Data to assist us in providing the Service Offering (including tracking and managing our infrastructure, network, storage, and software for billing, capacity planning, troubleshooting, and other forecasting and improvement purposes), and comply with our contractual obligations and applicable law. We may share Usage Data with our affiliates and as required by law.

12.2. Content

- 12.2.1. **Your Content.** You are solely responsible for Your Content. We access and use Your Content only as necessary to provide the Service Offering to you (which we may do with the assistance of affiliates, service providers and contractors), perform or enforce contractual obligations, or comply with applicable law. For example, we may need to access or use Your Content (or provide it to one of our affiliates, service providers or contractors) to (a) prevent or address service or technical problems; (b) provide customer support; (c) detect, prevent or address fraud, technology or security issues; (d) protect against harm to the rights, property or safety of us, our users or the public; or (e) respond to a subpoena, warrant, audit or agency action.
- 12.2.2. **Security.** We will maintain appropriate administrative, physical, and technical safeguards for protection of the physical facilities, and those servers and networking equipment over which we have administrator access or control and use to provide the Service Offering. You are responsible for protecting the security of Your Content, including any access you might provide to Your Content by your employees, customers or other third parties, and in transit to and from the Service Offering. The Service Offering provides you with certain software and

functionality to help you protect Your Content from unauthorized access. You will properly configure and use the Service Offering so that it is suitable for your use. You will take and maintain appropriate security, protection, and backup for Your Content, which may include the use of encryption technology to protect Your Content from unauthorized access. You are responsible for providing any necessary notices to your users and obtaining any legally required consent from your users concerning your use of the Service Offering. You are solely responsible for complying with any laws or regulations that might apply to Your Content. You are responsible for any losses or other consequences arising from your failure to encrypt or back up Your Content. If Ardent determines that there has been unauthorized access to, or use or disclosure of, Your Content, Ardent will use commercially reasonable efforts to notify You, taking into account any applicable law, regulation, or governmental request.

- 12.2.3. **Transfer of Data.** You consent that we will store Your Content in the United States. By uploading Your Content into the Service Offering, you may transfer and access Your Content from around the world, including to and from the United States. It is your responsibility to ensure that you comply with applicable law with respect to transferring data across geographies.

12.3. Acceptable Use.

- 12.3.1. **General Restrictions.** You will not, and will not permit any third party, to, (a) use the Service Offering to violate or encourage the violation of the rights of others (including Intellectual Property Rights); (b) use the Service Offering to engage in, advertise or deliver gambling, pornographic, or illegal activities; (c) circumvent or violate the restrictions of the Service Offering as described in this Agreement or Service Description; (d) reverse engineer, or otherwise attempt to derive source code from the Service Offering, unless we make the source code publicly available; (e) disable, interfere with, disrupt, or circumvent any aspect of the Service Offering, including the integrity or performance of the Service Offering, or third-party content or data provided through the Service; (f) access or use the Service Offering in a way intended to avoid recurring fees or exceeding usage limits; or (g) resell or sublicense the Service Offering. You must ensure that your users comply with the terms of this Agreement, and you agree that if you become aware of any violation by one of your users, you will terminate that user's access to Your Content immediately. If we have reason to believe that you or your users have breached this Agreement, we or our designated agent may review your use of the Service Offering, including your account, Your Content, and records, to verify your compliance with this Agreement.

- 12.3.2. **Content Restrictions.** You will take steps to ensure that your authorized users and third party users who access any service you provide with the Service Offering do not post content that: (a) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to anyone; (b) may create a risk of any other loss or damage to any person or property; (c) may constitute or contribute to a crime or tort; (d) contains any information or content that is illegal, unlawful, harmful, abusive, pornographic, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise),

libelous, threatening, or otherwise objectionable; or (e) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships. You are solely responsible for any software, product, or service that a third-party license, sells or makes available to you that you install or use with the Service Offering. Your use of that software, product or service is governed by separate terms between you and that third party. We are not a party to and are not bound by any of those separate terms. You represent and warrant that Your Content does not and will not violate any third-party rights, including any Intellectual Property Rights, and rights of publicity and privacy. You will ensure that your use of the Service Offering complies at all times with your privacy policies and all applicable laws and regulations, including any encryption requirements. You will not include in Your Content any Classified Information, as that term is defined in the National Industrial Security Program Operating Manual.

- 12.3.3. **Violations of Acceptable Use.** If you become aware that any of Your Content or your user's use of Your Content violates Section 3.1 or 3.2, you will immediately suspend and remove the applicable part of Your Content or suspend the end user's access. If you fail to do so, we may ask you to do so. 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 made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Ardent shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. **Notification of Infringement Concerns.** If you believe that your copyrighted work has been copied and is accessible on our Service Offering in a way that constitutes copyright infringement, please send a notice to us at support@netfinity.com.

12.4. IP Ownership.

- 12.4.1. **Ownership of Service Offering.** We and our licensors own and retain all right, title and interest in and to the Service Offering and any related Software, including all improvements, enhancements, modifications, and derivative works thereof, and all Intellectual Property Rights therein. This includes any information that we collect and analyze in connection with the Service Offering, such as usage patterns, user feedback and other information to improve and evolve our software products and services offerings. Your rights to use the Service Offering are limited to those expressly granted in this Agreement. No other rights with respect to the Service Offering, any related Software, or any related Intellectual Property Rights are implied.
- 12.4.2. **Ownership of Your Content.** You and your authorized users retain all right, title and interest in and to Your Content and all Intellectual Property Rights therein. Our rights to access and use Your Content are limited to those expressly granted in this Agreement. No other rights with respect to Your Content or any related Intellectual Property Rights are implied.
- 12.4.3. **Feedback.** We will be free to use for any purpose any feedback (such as comments or suggestions) that you provide to us regarding the Service Offering. You hereby grant to us a non-exclusive, perpetual, irrevocable, royalty-free, transferable,

worldwide right and license, with the right to sublicense, to use, reproduce, perform, display, disclose, distribute, modify, prepare derivative works of and otherwise exploit the feedback without restriction in any manner now known or in the future conceived and to make, use, sell, offer to sell, import and export any product or service that incorporates the feedback.

12.5. Order, Delivery, Payment, and Taxes.

12.5.1. **Generally.** Sections 5.3 (Direct Orders), 5.4 (Delivery), 5.5 (Invoicing and Payment Terms) and 5.6 (Taxes) apply only to orders you place directly with, and services you purchase directly from, Ardent.

12.5.2. **Orders.** All Orders issued to Ardent are subject to the terms of this Agreement and are not binding until accepted by both you and Ardent. We are not required to provide any Service Offering to you until you provide all information, we require for processing your Order.

12.5.3. **Direct Orders.** For orders placed directly with Ardent, you must issue a purchase order to Ardent for the initial Service Offering Order which will be paid in accordance with the Purchase Order and the underlying GSA Schedule Contract. Each Renewal shall require your purchase order or other written agreement. Your request for a purchased Service Offering will be deemed accepted when we authorize the purchased Service Offering for your Login Credentials.

12.5.4. **Delivery.** When Ardent accepts your Order for the Service Offering, we will deliver the corresponding Login Credentials to you by email to the address associated with your account. If Ardent ships a physical object in connection with an add-on feature of the Service Offering, shipping and delivery costs will be billed with the add-on feature.

12.5.5. **Invoicing and Payment Terms.** You will pay all fees for use of the Service Offering in the amount and currency specified in your invoice, within 30 days after the date of the invoice, and regardless of your usage level during a billing period. You will be billed in advance for the monthly or prepaid charges due to the subscription services purchased. Any metered usage components and any initial monthly fees will be billed in arrears.

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

12.6. Temporary Suspension.

12.6.1. **Generally.** 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 made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Ardent shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

12.6.2.

12.7. Term and Termination.

12.7.1. **Term of Agreement.** This Agreement will be in effect through the Subscription Term, plus any renewals or extensions, unless terminated earlier as permitted under this Agreement or the Service Description.

12.7.2. **Effect of Termination.** Upon the termination of this Agreement for any reason: (a) all rights granted to you under this Agreement, including your ability to access any of Your Content stored in the Service Offering, will immediately terminate; and (b) you must promptly discontinue all use of the Service Offering and delete or destroy any of our Confidential Information. For a period of 30 days following the termination, we will not delete Your Content as a result of this termination, although you will cease to have access to the Service Offering or Your Content during this period. Sections 1.5 (Open-Source Software), 1.6 (Relationship Data), 3 (Acceptable Use) 4 (IP Ownership), 5 (Order, Delivery, Payment, and Taxes), 7 (Term and Termination), 9 (Limitation of Liability), 10 (Confidential Information), 11 (General), and 12 (Definitions), will survive the termination of this Agreement. Termination of the Service Offering will not entitle you to any refunds, credits, or exchanges, and you will be liable for all monthly billing fees for the remainder of the Subscription Term after termination, as well as all usage and other fees incurred up to the termination date.

12.7.3. **Support and Subscription Services.** When applicable, and subject to the terms of this Agreement, we will provide to you support for the Service Offering via email, phone or live chat. Support does not guarantee resolution of an issue but provides assistance in diagnosing issues to the extent they involve the Service Offering (as opposed to Your Content). We will not provide support to any end users of Your Content.

12.7.4. **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE) REGARDING OR RELATING TO THE SERVICE OFFERING, THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO YOU UNDER THIS AGREEMENT. DO NOT WARRANT THAT THE SERVICE OFFERING WILL BE UNINTERRUPTED OR FREE FROM DEFECTS, OR THAT THE SERVICE WILL MEET (OR IS DESIGNED TO MEET) YOUR BUSINESS REQUIREMENTS.

12.8. Indemnification.

12.8.1. **Remedies.** If the Service Offering becomes, or in our opinion is likely to become, the subject of an Infringement Claim, we will at our option and expense either: (a) procure the rights necessary for you to keep using the Service Offering; (b) modify or replace the Service Offering to make it non-infringing; or (c) terminate this Agreement and refund any pre-paid fees for the Service Offering pro-rated for its remaining Subscription Term.

- 12.8.2. **Exclusions.** We will have no obligation under this Section or otherwise with respect to any claim based on: (a) a combination of Software with other products or content, including Your Content; (b) use of the Service Offering for a purpose or in a manner not specified in this Agreement or the Service Description; (c) any modification to the Service Offering made without our express written approval; (d) any claim that relates to Linux or Android open source software, even when it has been embedded into or used to provide the Service Offering; or (e) any Service Offering provided on a no charge basis.

12.9. Limitation of Liability

- 12.9.1. **Generally.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE OF THE SERVICE OFFERING, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. IN ADDITION, OUR LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID TO US FOR YOUR ACCESS TO AND USE OF THE SERVICE OFFERING IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO YOUR CLAIM REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY IN THIS SECTION 9.1 WILL NOT APPLY TO ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY APPLICABLE LAW.

- 12.9.2. **Further Limitations.** The foregoing exclusion/limitation of liability shall not apply (1) to personal injury or death caused by Ardent's negligence; (2) for fraud; (3) for express remedies under the contract; or (4) for any other matter for which liability cannot be excluded by law.

12.10. Confidential Information.

- 12.10.1. **Protection.** A party may use Confidential Information of the other party solely to exercise its rights and perform its obligations under this Agreement or as otherwise permitted under this Agreement. Each party will disclose the Confidential Information of the other party only to the employees, service providers or contractors of the recipient party who have a need to know the Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than each party's duty hereunder. Each party will use reasonable care to protect the confidentiality of the other party's Confidential Information.

- 12.10.2. **Exceptions.** The recipient's obligations under Section 10.1 with respect to any Confidential Information will terminate if the recipient can show by written records that the information: (a) was already known to the recipient at the time of disclosure by the other party; (b) was disclosed to the recipient by a third party who had the

right to make the disclosure without any confidentiality restrictions; (c) is, or through no fault of the recipient has become, generally available to the public; or (d) was independently developed by the recipient without access to, or use of, discloser's Confidential Information. The recipient may disclose Confidential Information to the extent the disclosure is required by law or regulation. The recipient will provide the other party notice, when practicable, and will take reasonable steps to contest and limit the scope of any required disclosure. Ardent recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, and that information that does not fall under certain exceptions must be released when requested despite being characterized as "confidential" by vendor.

12.11. General.

- 12.11.1. **Assignment.** You may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without our prior written consent. Any attempted assignment or transfer without that consent will be void. Subject to these limits, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.
- 12.11.2. **Notices.** Any notice delivered by us to you under this Agreement will be delivered by email to the email address associated with your account or by posting on the Service Offering Portal, except as otherwise set forth in this Agreement. Please direct legal notices or other correspondence to Ardent, Inc., 1840 Michael Faraday Drive, Suite 120, Reston, Virginia 20190, United States of America, Attention: Contracts Department.
- 12.11.3. **Reserved**
- 12.11.4. **Waiver.** The waiver of a breach of any provision of this Agreement will not constitute a waiver of any other provision or any later breach.
- 12.11.5. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in force.
- 12.11.6. **Compliance with Laws; Export Control.** Each party will comply with all laws applicable to the actions contemplated by this Agreement. You acknowledge that the Service Offering is of United States origin, is provided subject to the U.S. Export Administration Regulations (including "deemed export" and "deemed re-export" regulations) and may be subject to the export control laws of the applicable territory. You represent and warrant that (a) you are not, and are not acting on behalf of, (1) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (2) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; (b) you will not permit the Service Offering to be used for any purposes prohibited by law, including any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons; (c) Your Content will not be classified or listed on the United States Munitions list, contain defense articles, defense services or contain ITAR-related data; (d) Your Content will not require an export license; and (e) you are not subject, either directly or indirectly, to any order issued by any agency of the United States government, revoking or denying, in whole or in part, your United States

export privileges. You will notify Ardent immediately if you become subject to any such order.

- 12.11.7. **Government Regulations.** The Service Offering and its documentation are deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFARS Section 227.7202 and FAR Paragraph 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying, or disclosing of the Service Offering and documentation by or on behalf of the U.S. Government will be governed solely by the terms and conditions of this Agreement.
- 12.11.8. **Force Majeure.** We will not be liable for any delay or failure to perform any obligations under this Agreement due to any cause beyond our reasonable control, including acts of God, labor disputes earthquakes, storms or other elements of nature, blockages, embargoes, acts or orders of government, acts of terrorism or war.
- 12.11.9. **Construction.** The headings of sections of this Agreement are for convenience and are not for use in interpreting this Agreement. As used in this Agreement, the word ‘including’ means “including but not limited to.”
- 12.11.10. **Governing Law.** This Agreement is governed by the United States Federal Law and laws of the Commonwealth of Virginia, as applicable.
- 12.11.11. **Third Party Rights.** Other than as expressly set out in this Agreement, this Agreement does not create any rights for any person who is not a party to it, and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained in it.
- 12.11.12. **Reserved.**
- 12.11.13. **Entire Agreement.** This Agreement together with the underlying GSA Schedule Contract, the Schedule Price List, and any applicable GSA Customer Purchase Orders. This Agreement, however, shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer’s Purchase Order.

12.12. Definitions.

- 12.12.1. **“Confidential Information”** means non-public technical, business, or other information or materials disclosed or otherwise made available by one party that are in tangible form and labeled “confidential” or the like, or information which is provided under circumstances reasonably indicating their confidentiality. Our Confidential Information includes: (1) Login Credentials; and (2) any information or materials relating to the Service Offering.
- 12.12.2. **“Infringement Claim”** means any third-party claim that any Software used to provide the Service Offering infringes any patent, trademark, or copyright of the third party, or misappropriates a trade secret (but only to the extent that the misappropriation is not a result of your actions) under the laws of the United States of America.
- 12.12.3. **“Intellectual Property Rights”** means all worldwide intellectual property rights, including copyrights, trademarks, service marks, trade secrets, patents, patent applications, and moral rights, whether registered or unregistered.
- 12.12.4. **“Login Credentials”** mean any passwords, authentication keys or security credentials that enable your access to and management of the Service Offering.

- 12.12.5. **“Order”** means the internet order page, order document, purchase order, or purchase agreement issued to Ardent that specifies your purchase of the Service Offering.
- 12.12.6. **“Relationship Data”** means personal information that we collect during the registration, activation, and maintenance of your account. It may include names and contact details of your personnel involved in maintaining or using the Service Offering. It does not include information collected through the publicly accessible portions of our webpages, which is subject to the Privacy Policy posted on those webpages.
- 12.12.7. **“Service Description”** means the then-current Service Offering Service Description document available at the time service is rendered, which contains technical and other information and which we may modify from time to time and is provided for informational purposes only.
- 12.12.8. **“Subscription Term”** means the time of your access to the Service Offering, as specified by your Order.
- 12.12.9. **“Third Party Content”** means third party data, service, content, software, or applications, including open-source software.
- 12.12.10. **“Usage Data”** means information regarding your consumption of the Service Offering, such as information on the amount of computing, network, memory, and storage resources purchased or consumed, user counts, and third-party licenses consumed. Usage Data may also include information related to the consumption of optional or third party or co-branded services provided to you through the Service Offering.
- 12.12.11. **“Software”** means the underlying software used to provide the Service Offering.
- 12.12.12. **“Your Content”** means all applications, files, information, data, or other content uploaded to or published or displayed through the Service Offering by you, your users, us (acting upon your instructions as part of a service), or any third-party users who access any service you provide with the Service Offering. It does not include Relationship Data.

The warranty shall commence upon the later of the following:

- a. Activation of the user’s service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.