

Avue Technologies Corporation

Avue Digital Services® Master Subscription Agreement

With

[Client Agency (_____)]

Subscriber

Effective: _____

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General Provisions Governing Entire Agreement

This Master Subscription Agreement Prevails

Except to the extent provided expressly to the contrary by federal statute or regulation, this Master Subscription Agreement (MSA) shall govern in the event of a conflict with the Statement of Work or any other provision contained in the contract of which this Agreement is a part, including, without limitation, rights to data.

The “Products and Services” to be provided under the contract as stated in Box 20 of SF 1449, for example, shall include a statement that “Avue shall provide all products and services under this contract in accordance with the Avue Master Subscription Agreement.”`

For Federal Government Subscribers, the Subscribed Services are commercial items under FAR 2.101 and the MSA’s commercial license to the Subscribed Services shall be incorporated into and attached to the applicable contract.

Total Avue Digital Services® Platform Contract

As part of the contract to which this Agreement is incorporated, Subscriber is subscribing to the entire Avue Digital Services® (ADS) offering, including modules that may be added from time to time during the contract period. Under this “Total Avue Platform Contract” however, Subscriber will be charged for Initialization, Annual Subscription Fees, and Extranet Fees only for “activated” ADS modules. Activation is deemed to occur when Subscriber requests that Avue initiate Subscriber access to the module. Subscriber will also have the right, by a simple modification of this contract, to activate newly offered Avue modules for mutually agreed prices.

Addition of Other Components

Subscriber shall have the right to add as “Additional Subscribers” to coverage by this MSA so long as the addition is another agency within the same department or the department itself, and provided that additional eligible Economy Act purchasers outside the department may also be added to the extent permitted by law. Adding a subscriber will be accomplished with the “Additional Subscriber Attachments” (1-A, 1-B, etc.). These Additional Subscriber Attachments will identify the added entity and its Covered Subscriber Community together with the designation of the Additional Subscriber’s activated Avue Modules with pricing. When the Additional Subscriber Attachments have been completed and approved by Avue, the Additional Subscriber will be deemed to be a “Subscriber” for purposes of this Agreement. The overall contract vehicle itself shall continue to be administered by the original Subscriber, which shall act solely as the contracting agent on behalf of all Additional Subscribers. For all purposes, each Additional Subscriber is independently a Subscriber, and all of the legal rights and obligations of the MSA and the Additional Subscriber Attachments shall be deemed to flow directly between the Additional Subscriber and Avue Technologies Corporation. Avue will provide all relevant services directly to the Additional Subscriber and as directed by it.

SECTION 1: Enterprise Subscription

This Avue Digital Services Master Subscription Agreement (the “**Agreement**” or the “**MSA**”) (including the “General Provisions” preceding this page) for Avue Digital Services® (“**ADS**”) is effective as of the date set forth in the Purchase Order, Statement of Work, or similar document (the “**Effective Date**”) between Avue Technologies Corporation (“**Avue**”) and the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document (“**Subscriber**”). This MSA is an end user license agreement; when incorporated by reference in an agreement with the end user – including through a reseller – it is entered into between the end user and Avue and provides privity of contract between them with respect to its terms and conditions. Attachment 1 to this Agreement identifies the ADS modules covered (the “**Subscribed ADS Modules**”) and the Covered Subscriber Community (CSC) entitled to access them, together with other matters about the Subscriber’s Avue Subscription.

SECTION 2: Subscription Periods

Avue sells ADS enterprise subscriptions on an annual or monthly basis that begins on the Effective Date. For annual subscriptions, the client can make a single payment on or before the Effective Date, or in 12 equal monthly installments paid beginning with the Effective Date. For monthly subscriptions, the client pays monthly subscription fees starting with the Effective Date. Attachment 1 states whether the subscription is annual (and whether payable in single or monthly payments) or month-to-month and the applicable effective dates. The Subscriber may renew its Annual Subscription by issuing an appropriate written renewal order before the end of its then-current Subscription Period.

SECTION 3: Scope of Subscription and Incidental Services

3.1 The ADS Subscription and services related to it (the “**Subscribed Services**”) are deployed and operated as a “unitary solution” for each Covered Subscriber Community, i.e., any differences needed in how the software-as-a-service (“SaaS” or “cloud”) solution is deployed and operated as a platform throughout the CSC can be accomplished using only configuration of the system’s inherent features, rules, and settings – as is the case with workflow and different pay plans, for example – without the need to make changes to the software code to add new features, change its behavior, or integrate it with other applications. The ADS Subscription includes all of the following for the Covered Subscriber Community:

- (a) Access to the Subscribed ADS Modules (including their associated user interface, application software, and content databases) over the internet to a commercially available website hosted on a secure cloud region. For Federal Government Subscribers, the secure cloud region shall be one specifically designed and authorized to host sensitive data and regulated workloads of the U.S. Government that complies with the FedRAMP High baseline, including Department of Defense (DoD) Cloud Computing Security Requirements Guide (SRG) for Impact Level 4.
- (b) Startup and ongoing configuration for each of the Subscribed ADS Modules;
- (c) Ongoing software application and database management and administration, including updates and upgrades;
- (d) Professional deployment services support, such as training and briefings for all HR practitioners, managers, and employees;
- (e) Help Desk assistance for all system users; and
- (f) Professional human resources staff support directly available to managers using the Subscribed ADS Modules.

For the Federal Government, ADS constitutes “software maintenance as a product” and includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. Software maintenance as a product may also include no-charge support that is part of the purchase price of the product in the commercial marketplace. No-charge support may contain user blogs, discussion forums, online help libraries, FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email, and web-based general technical support for user self-diagnostics.

3.2 Each Avue enterprise subscription is offered on an “all-you-can-eat” basis which means Avue supports unlimited use by the Covered Subscriber Community, as well as, depending upon the module, external users such as applicants and contractors. For its enterprise customers, Avue does *not* assess fees for ADS on a per-seat, per-server, per-transaction, or professional service fee basis. Avue enterprise subscription fees constitute fixed price, all-inclusive coverage of ADS startup activation and use. Coverage includes the addition of client-specific occupational and workforce management content, job requirements, and business logic rules engines, as well as all the training, internal communications, marketing, and change management and support the client reasonably needs throughout the life of the subscription. While Avue training is usually brief and often delivered virtually, Avue occasionally offers presentations to its customers in a setting where it provides modest food and refreshments may be served to attendees; attendees have the option of partaking or not.

3.3 The Subscriber’s enterprise subscription to ADS includes, as part of the firm-fixed-price, for the entire life of the Subscription, at no additional charge, Avue Enterprise Direct®, including service support through the Avue Concierge®. Avue Concierge® includes Avue expert call center support directly to managers such that, used in combination with the Subscribed Modules, the Subscriber need not maintain internal HR resources to provide supervisor and management support.

- 3.4 Consistent with Section 10, upon the Subscriber's request and for an additional charge, Avue may provide supplemental and incidental services as mutually agreed.
- 3.5 Attachment 2 contains a description of the current ADS offering. At its discretion, Avue may from time to time add, withdraw, or modify ADS modules. Avue will not, however, withdraw an ADS Module for which there is a valid outstanding subscription in place without reasonable notice to the Subscriber.

SECTION 4: Covered Subscriber Community (CSC)

- 4.1. Covered Subscriber Community Definition. Avue uses a subscription model optimized for Cloud-based, Software-as-a-Service (SaaS) offerings where the Subscriber's price is a function of the number of members in one or more identified groups– the Covered Subscriber Community (CSC) – rather than “seats” or usage. In addition, Subscriber's ADS Subscription includes unlimited concurrent use by members of the CSC.
- (a) If the Subscriber uses the Subscribed Services to accomplish the Subscriber's own Human Capital Management (HCM) needs for job classification, position management, recruitment and hiring, performance management, employee training, compensation management, employee relations, and similar principally internal HCM processes of the Subscriber:
- (1) The CSC consists of the Subscriber's employees, deemed equal to the number of FTE specified in the Subscriber's authorized fiscal year budget for the year the subscription period begins. After that, Avue and Subscriber will confirm the CSC at the time of each subscription period renewal. If the authorized FTE for the then-current fiscal year is in a higher or lower price bracket, the subscription renewal price will be adjusted accordingly. Provided the deployment and operation of the Avue platform will remain a “unitary solution” as described in Section 3.1, Subscriber may request that Avue consent, not to be unreasonably withheld, to increase the CSC number to include:
 - (A) Individuals – such as military members or staff augmentation contractors – that are not Subscriber employees but perform essentially the same work, or
 - (B) Employees of other Federal components or agencies that the Subscriber “cross-services” or provides shared services and MSA Attachment 1 expressly identifies the serviced entity and the number of its members.

If Avue consents to the requested increase in CSC members, the subscription CSC will be raised, with Subscriber's pricing adjusted to reflect a higher price bracket, if applicable. In all other cases, any other such individuals, agencies, or components must be considered a separate CSC and priced on a stand-alone basis.
 - (2) Although not employees of the Subscriber, individuals who are necessary participants (“Adjunct Users”) in an automated Avue process are also permitted system access that is limited to fulfilling their role in the process. Adjunct Users include, for example, job applicants, third-party investigators conducting background checks, and external selection rating panel members. In addition, individual “staff augmentation” professional service contractors to the Subscriber may each be permitted limited access as an Adjunct User to perform their contracted tasks provided they each:
 - (1) are not employees of a competitor of Avue, and
 - (2) agree to be bound to the terms of a system use agreement in a form reasonably satisfactory to Avue. If a professional services contractor described in this Subsection is employed by or provided through a business organization, then that business organization must also not be a competitor of Avue and must execute a written guarantee directly in Avue's favor, explicitly accepting liability for any breach by the individual of their obligations under the system use agreement.
- (b) If the Subscriber principally uses the Subscribed Services for purposes other than described in Section 4.1(a), such as to provide a product or service to individuals or entities that are not the Subscriber's employees, military service members, or similar, the identity, nature, and number of the members of the CSC – and the resulting ADS Subscription pricing – will be stated in MSA Attachment 1. Uses described in this Section 4.1(b) would include, for example, using the Subscribed Services to provide certifications or training to individuals or organizations outside the Subscriber.
- 4.2 The Subscriber shall not allow or enable any user that is not a CSC member or an Adjunct User to access the Avue System. The Subscriber itself shall not permit or authorize any member of the CSC to, use the Avue System on behalf of any other person, organization, or entity that is not part of the CSC, nor to provide Avue Material to any such other person, organization, or entity. The preceding prohibition includes, without limitation, product demonstrations to others outside of the Subscriber, except as may otherwise be provided in this Agreement, MSA Attachment 1, or otherwise with Avue's express written consent. Notwithstanding the preceding sentence, Subscriber Agencies, or components thereof that Avue has designated as “Departmental Lead,” may make demonstrations to potential Additional Subscribers.

SECTION 5: Right to Use ADS

- 5.1 Definitions. For purposes of this Section 5:
- (a) “ADS Material” includes any and all of the following aspects of ADS, whether owned by Avue or third parties -- databases, data, services, functions, content, functionality, rules, documents, reports, and associated Avue-provided interfaces -- which exist at any time during the Subscription Period except for data and documents that constitute Client Data. It also includes materials purchased as provided in Section 10 (Supplemental or Incidental Services) and generated using ADS.

(b) “Client Data” includes:

- (1) Individual historical data elements relating to specific individuals customarily contained in an individual employee record. These include, for example, name, date of birth, SSN, education, occupational series, grade, salary, and similar data; and
- (2) Individual historical data elements that are quantitative or otherwise arise from one or more specific transactions so long as these data elements can be downloaded during authorized use by the Subscriber from a report generated from the “Online Reports” interface embedded in Avue. These include, for example, individual performance ratings, transaction processing cycle time metrics, employee complaint proceeding outcomes, and similar data; and
- (3) Documents, solely in their original form, provided to Avue by Subscriber. These include, for example, position descriptions and performance plans produced by or for Subscriber before the applicable Subscription Period.

(c) For a Subscriber that is a U.S. Government agency (“Government Subscriber”), the following shall apply notwithstanding any other Section of this Agreement:

- (1) In addition to Subsection 5.1.2, “Client Data” shall include the following (the “Government Data”): any data in its original form that the Government Subscriber owns and provides to Avue under this Agreement. Government Data also includes data the Government Subscriber first develops and enters into an Avue-hosted database using a Subscribed ADS Module during the Subscription Period, provided any such data are not, in whole or in part, ADS Material and/or include Avue’s proprietary format, display or database correlations. Government Data does not include derivative works of ADS Material prepared by the Government Subscriber. Avue shall maintain the ability to segregate all Government Data from ADS Material, including segregating Government Data embedded in derivative works of ADS Material or other Avue proprietary information.
- (2) To the extent that the Government Subscriber does not already own the Government Data, the Government Subscriber shall have unlimited rights under FAR 52.227-14 to the Government Data, including the right to use, duplicate and disclose the Government Data for purposes of migrating such data to a non-Avue database after the Subscription Period. The Government Subscriber’s unlimited rights to the Government Data shall survive the expiration or termination of this Agreement.
- (3) Avue will return all Government Data upon request to the Government Subscriber in a .csv, ASCII, or other format agreed upon by Avue and the Government Subscriber, provided such request occurs within the Subscription Period or thirty (30) days after the Subscription Period.

- 5.2 Subject to Subsections 5.3 through 5.9 of this Section 5, Subscriber shall have a non-exclusive, non-transferable, limited right to use ADS for access to the Subscribed ADS Modules during the applicable Subscription Period under this Agreement. This limited right includes the ability to make use, for its internal operations, of any printable output (whether in hard copy or electronic form) of data that it generates or downloads through its authorized use of ADS.
- 5.3 So long as separated from Avue’s proprietary format, display, or database correlations, Subscriber shall have the right to use and maintain Client Data outside the ADS system at any time.
- 5.4 ADS may be used only by members of the Covered Subscriber Community and associated Adjunct Users using an Avue-provided software interface.
- 5.5 Use of ADS by Subscriber shall be only for the Subscriber’s internal business purposes solely in the course of satisfying the Subscriber’s internal business needs during the term of this Agreement.
- 5.6 ADS Material (including archival documents) may only be copied and used for (1) processing of current human resources transactions during the Subscription Period (e.g., creating positions, staffing vacancies); (2) the continued use of a document image artifact (e.g., position description used with a subsequent position occupant) generated under the previous clause so long as it is not materially altered and does not violate any provision of Section 5 other than its use after the subscription; and (3) recordkeeping concerning current and past human resources transactions. Use of ADS Material to feed another system in any form other than as a “read-only” image or to compile or create a competing or successor human resources database or system (whether or not a Subscribed Module) for use by Subscriber or any other organization – e.g., a library or electronic system usable in processing future transactions independent of ADS - is strictly prohibited.
- 5.7 Except for recordkeeping purposes described in the preceding Subsection, in no event shall Subscriber access, download, print, store, extract, copy, publish, transmit, transfer, or transport to another program, ADS Material for use after termination or expiration of the Subscription Period, or use independent of, the Subscribed ADS Modules. The Subscriber shall not incorporate any of the ADS Material in any other work.
- 5.8 In no event shall Subscriber access or otherwise use ADS (including any ADS Material) to develop a product, program, or resource that provides similar functionality or is otherwise similar to ADS, including, without limitation, the Subscribed ADS Modules, whether for internal use or the use of other agencies or third parties. Subscriber shall not reverse compile, disassemble, or reverse engineer the ADS Material. Subscriber shall not sell, license, or distribute any ADS Material to third parties (including, without limitation, other government agencies) or use any ADS Material as a component of or as a basis for any material

offered for sale, license, or distribution.

- 5.9 Section 5 of this Agreement and its Subsections do not prevent internal use during the subscription period by Subscriber for internal Subscriber purposes of the output from the ADS Material, including but not limited to reports, position descriptions, and vacancy announcements. Additionally, except for Subsections 5.6, 5.7, and 5.8, the provisions in Section 5 do not otherwise limit the rights of Subscriber in any way to data and information developed, entered into, and processed through Avue's information system(s) by Subscriber which is not technical data or computer software, and the reference to documents or data in their "original form" is not intended to limit the rights of Subscriber in data developed by Subscriber which may be modified or updated. By the same token, simply by using the ADS Material or inputting its data into the ADS Material, Subscriber does not obtain any rights in the ADS Material. Nothing in this Section is intended to narrow the scope of ADS Material or expand the scope of Client Data for purposes of Subsections 5.6, 5.7, and 5.8 of this Agreement, which shall apply to any data and information developed, entered into, and processed through Avue's information system(s) by Subscriber that includes ADS Material. At any time during the contract term at the request of Subscriber, and at contract closeout, Avue will provide said data in an acceptable format. Acceptable data formats include, but are not limited to, XML, CSV, and PDF, but do not include MS Word or similar free-form text formats.

SECTION 6: Ownership and Use of Intellectual Property

- 6.1. The Subscriber acknowledges that Avue and/or its licensors own all intellectual property rights relating to the ADS Material and the Subscribed Services, including but not limited to all patents, trademarks, copyrights, trade secret, and data rights in all such materials including such rights as embodied in all hardware, software, and data components and any associated documentation, and all customizations, developments, derivative works, and outputs. The parties agree that, except as stated herein, this Agreement does not grant the Subscriber any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), data, or any other rights or licenses in respect of the Subscribed Services or the ADS Materials. Upon termination of the Subscription Period and except as explicitly permitted under section 5.6, the Subscriber agrees to return any Avue intellectual property in its possession, including but not limited to ADS Material and Avue copyrighted material, within 30 days of Avue's written request.
- 6.2. The ADS Material embodies confidential and proprietary information of Avue and its licensors. Also, but not in limitation of the preceding, the Subscriber understands and agrees that the content databases of the ADS Materials include a data structure incorporating complex associations between data elements created by Avue and which constitute or contain confidential information and trade secrets proprietary to Avue.
- 6.3. The Subscriber acknowledges purchasing the Subscribed Services under the name Avue Digital Services, ADS, Indigo by Avue, Avue Indigo LEAP, and the various individual module names designated by Avue. Subscriber agrees to only use Avue Digital Services, ADS, Indigo by Avue, Avue Indigo LEAP, and the applicable module names when referring to the Subscribed Services, whether for internal use or external reference and will not rename or otherwise refer to the Subscribed Services. Subscriber shall not use Avue, Avue Digital Services, ADS, Indigo by Avue, Avue Indigo LEAP, or other Avue intellectual property in connection with any internal or external communications, presentation, or marketing material without Avue's review and express written consent

SECTION 7: Extranet Access and Operations

- 7.1 General. ADS gives subscription access to various Avue web-based expert system modules that provide application functionality and specialized content. ADS provides this access to users via a web browser using an "extranet" delivery mechanism. Unless otherwise expressly stated to the contrary in this Section 7, as part of the ADS subscription, Avue will provide – either itself or through its data center subcontractor – all of the following: (a) web browser access through the user's internet service to the Subscribed ADS Modules (including applications and databases), (b) fully operational and physically secure data centers connected to the internet, including all hardware, network, and support software required; (c) data center processes needed to ensure a stable and reliable service; (d) configuration and testing of all computer components; (e) database and application upgrades; and (f) security provided using authentication gateways, firewalls, FIPS 140-2 validated endpoints, cryptographic modules, encryption technologies, and other prescribed security controls as required by Avue's authorization from the Federal Risk and Authorization Management Program (FedRAMP) Moderate Baseline. Further Subsections of this Section 7.1 contain additional operational details.
- 7.2 Specific Roles and Responsibilities of Subscriber include the following:
- (a) *Providing its users' Internet access from the Subscriber's work sites* using a web browser that supports a secure socket layer (SSL) and that ADS supports (a "Supported Browser"). Subscriber will specify the Supported Browser(s) to its employees, contractors, service members, and other members of the CSC other than members of the general public.
 - (b) *All network issues within the Subscriber's LANs, WANs, or contracted ISP services.* Avue and Subscriber will cooperate to resolve network issues if Subscriber has gone through a network problem determination process and has been unable to identify the issue's location.
 - (c) *Creation of data input standards to achieve data consistency for the Subscriber's use in searching and analysis.* Subscriber is responsible for incorrect data where data standards have not been applied (for example, vacancy announcement numbers, position description numbers, geographic location designations, organizational codes, and similar data fields).

- (d) *Using ADS-provided editing functionality to edit and change position-specific data such as duty descriptions, KSAs, or crediting plan criteria.* While Avue is responsible for the integrity, update, and maintenance of the database content it provides as part of the Subscribed ADS Modules, Subscriber can initiate and register change requests. Avue will respond to such change requests within two business days of receipt.
- (e) *Cooperating with Avue* in all other matters where Subscriber's cooperation is necessary for Avue to meet its specific roles and responsibilities.

7.3 Specific Roles and Responsibilities of Avue include the following:

- (a) *Data Center Operations*, including (1) data center connectivity to the internet, (2) network issues within the data centers, (3) providing sufficient network capacity (bandwidth) from its data centers to the internet for transmitting and receiving ADS data by all connecting CSC users, and (4) monitoring network activity and availability between the data centers and the internet. Avue will maintain 7 x 24-hour coverage on all critical data center hardware components and respond to and resolve service outages on a 7 x 24-hour basis.
- (b) *Data Center Performance*: Avue will report monthly to Subscriber on relevant network service metrics, including the number of concurrent sessions, response time between the data center and the internet, utilization rate of data center internet connection, service availability, and file transfer volumes. Also, Avue will notify Subscriber regarding any significant change to the ADS environment (e.g., hardware upgrades, operating system upgrades, substantial database software release changes, etc.) that is likely to significantly affect system performance for the Subscriber's authorized users.
- (c) *Help Desk Support for Users* on an extended hour basis, provided that where the Avue Help Desk determines the user issue stems from the Subscriber's network environment, Subscriber's technical staff will promptly work with Avue's technical staff to resolve the issue. Avue will maintain customer and end user support to receive, log, track, and escalate all data center-related problems for the ADS environment on a 24 x 7 x 365 basis.
- (d) *Subject to the provisions of Section 8, "Level of Performance" of this Agreement, Avue will provide and maintain available servers* with sufficient capacity to give all Subscriber's authorized users access to the Subscribed ADS Modules 7x24 for 365 days per year except for periods of maintenance and backup. During a planned system outage for maintenance purposes, Avue will issue an information notice to users and make available online the expected time the system will be available. To ensure availability, Avue will perform and maintain: (1) disk mirroring or RAID5 data sets; (2) system redundancy with (A) alternate network pathing within the Data Center, availability zones, and to the internet, (B) alternate connectivity paths to the disk storage units, (C) n+1 redundancy for power supplies within the database, application, firewall, and authentication servers, and (D) disk, CPU, and memory threshold monitoring, configurations, and tuning at the data centers. In case of a significant power outage at the Data Centers, Avue will supply alternate electrical power supply via uninterrupted power supply (UPS) and generator facilities.
- (e) *Software Management*. Avue will perform and maintain: (1) software version/release control for the development, test, and production ADS environments; (2) software version testing and implementation processes and procedures; and (3) application and system-level software release upgrades.
- (f) *Data and Database Administration*. Avue is responsible for the integrity, update, and maintenance of the database content it provides as part of the Subscribed ADS Modules and for managing the database instances for system development, test, and production. In cooperation with Subscriber, Avue will (1) establish and maintain agency profiles, including user roles and permissions, agency hiring authorities and priorities, and the setup of agency referral list generation; (2) administer role-defined access to product functions; and (3) administer agency emails, including list generation and administration, notification text editing, and event routing.
- (g) *System Monitoring, Backup, and Recovery*. Avue will perform Computer Operations Environment monitoring on a 7 X 24 basis and develop and maintain a Contingency Plan and Business Continuity Process that includes an integrated backup strategy for daily, weekly, and monthly backups. Unless otherwise specified in this Agreement:
 - (1) the backup schedule will be: (A) weekly full system backups, (B) daily incremental backups (any items changed since the last full backup), and (C) monthly full system backup; and
 - (2) Avue will retain the system backup media for the following duration periods: (A) Daily data backup media will be retained for 21 days after the backup is performed, and backup media will be recycled after 21 days; (B) Weekly data backup media will be retained for ten weeks after the backup is performed, and backup media will be recycled after ten weeks; (C) Monthly data backup media will be retained for 12 months after the backup is performed, and backup media will be recycled after 12 months; and (D) Yearly data backup media will be retained for three years after the backup is performed. Avue will store backup media off-site for all daily, weekly, monthly, and yearly backups per the preceding media-recycling schedule.

7.4 Archiving

- (a) *Data*. Subscriber shall have the right, at any time during or at the conclusion of the Subscription Period, to transmit in a searchable and readable digital form any Client Data and Government Data (each as defined in Section 5 of this MSA) to (1) other Subscriber systems (e.g., agency data lake); (2) third party federal systems (e.g., EmpowHR or NFC), and (3) non-governmental systems (e.g., Amazon Web Services, including its "Glacier" long-term storage

capability). Transmittal shall be through an Avue-authorized data interface. All data transmittal, storage, and use costs shall be the Subscriber's responsibility.

- (b) **Artifact Images.** In addition to the rights of Subscriber under Subsection 7.4(a), Avue will maintain and provide Subscriber access to an online read-only PDF archive of all of the relevant document images ("archival documents") associated with Subscriber's use of the Subscribed ADS Modules. Subject to the provisions of Sections 5 and 15 of this MSA, the right of archive access includes the ability to print archival documents. Avue's obligations under this Subsection shall continue for five years after the subscription period ends for any reason and at no additional charge. For purposes of this Subsection 7.4(b), the archival documents include:
 - (1) Regarding position classification matters, position description, performance plan, evaluation statement, and job analysis worksheet;
 - (2) For recruitment and staffing matters, all staffing-related documents that are needed to support audit, review, or reconstruction of staffing actions under (A) Delegated Examining Unit (DEU) audit (whether by OPM or sanctioned audits); (B) litigation hold; and (C) similar purposes. The archival documents shall include, without limitation, vacancy announcements, questionnaires, candidate review actions, applications, referral lists, and audited certificates. Upon request and for a reasonable consulting fee, Avue shall assist the Subscriber with document review and analysis in preparation for audits;
 - (3) Concerning performance management matters, all position descriptions, performance plans, appraisals, and associated documentation used to support them, including that submitted by employees, managers, approving officials, or other individuals providing input for consideration in the appraisal.
 - (4) For any other human capital management matter, all appropriate documentation for the subject matter of a kind and quality, like the archival documents specified above for classification, staffing, and performance management.
- (c) All Avue Archive documents shall contain the following notice --

"The rights to data contained in this archive are subject to the governing provisions of the contract under which it is produced, including the Avue Digital Services® Master Subscription Agreement."

SECTION 8: Level of Performance

- 8.1. **Definitions:** For purposes of this Section 8.0, the following terms will have the meanings given:
 - (a) "**Service Availability**" means the uptime of the Extranet Data Center and the relevant applications.
 - (b) "**Hours of Operation**" means 2060 hours per quarter calendar year, calculated as follows: 7x24 for 365 days divided by four quarters per year less: (a) six daily maintenance and backup as required not to exceed one hour per day between 12 AM and 1 AM (EST) and (b) one weekly maintenance and backup as required not to exceed one four-hour period occurring from Saturday midnight to 4 AM (EST) Sunday. "**Performance Standard**" means 99 percent of the Hours of Operation, i.e., 2039 hours per calendar quarter.
 - (c) "**Service Accessibility**" means the ability for the Covered Subscriber Community to access the Subscribed ADS Modules from the following locations: within the Subscriber intranet environment, from Subscriber employee homes, and through general internet access providers. Access from these locations is subject to meeting technical and security requirements.
- 8.2. **Performance Availability and Service Accessibility.** Avue will maintain Service Availability and Service Accessibility at a level not less than the Performance Standard.
- 8.3. **Service Metrics**
 - (a) Avue will provide the Subscriber with Service Availability and Service Accessibility statistics monthly with summary reports quarterly. The monthly and quarterly statistics will reflect the number of actual service hours delivered.
 - (b) Any deficiency in achieving the Performance Standard in a quarter year may be subject to Service Credit, as defined and provided for in Subsection 8.4.
- 8.4. **Service Credit:**
 - (a) Should Avue not provide, on an aggregate basis within any given quarter of a year, Service Availability and Service Accessibility for any Subscribed ADS Module at a level that is at least equal to the Performance Standard due to a failure within the Extranet Data Center, the Subscriber may deduct from the Subscription Fee one percent (1%) of the Subscription Fee for such Subscribed ADS Module, prorated for such quarter, for each full one percent (1%) of the cumulative shortfall below the Performance Standard ("**Service Credit**").

- (b) Service Credit applied to Avue will be subject to offset, pro rata, to the extent that Avue has provided service in excess of the Performance Standard, calculated on a rolling-average basis, during the preceding four quarters.
 - (c) Service Credit, if any, may only be credited against the Subscriber's Subscription Fees, if any, next occurring for the affected Subscribed ADS Module(s)-
 - (d) The application of Service Credit will not apply in the event of a declared disaster where a business continuity plan is being executed, for the duration of the time required to relocate to the secondary data center. Also, the application of Service Credit shall be subject to the terms contained elsewhere in this Agreement, including, without limitation, Subsection 8.5 (Maximum Service Credits), Section 14.0 (Warranties and Disclaimers), and Section 17.2 (Force Majeure).
- 8.5. Maximum Service Credits: Notwithstanding any other provision of this Agreement, the maximum Service Credit associated with a shortfall in Service Availability within a calendar quarter shall be five percent (5%) of the Subscription Fee for the affected Subscribed ADS Module, prorated for the calendar quarter.
- 8.6. Sole Remedy. Subscriber acknowledges and agrees that any Service Credit provided under this Section 8 shall be the Subscriber's sole remedy if there is any shortfall regarding Service Availability and Service Accessibility during the Subscription Period. This provision does not limit the government's rights to terminate for convenience or cause under FAR 52.212-4(l) and (m).

SECTION 9: Technical and Security Requirements

9.1 General

- (a) All Avue services provided are included in the Avue subscription, eliminating the need for Subscriber to support the services by creating, staffing, and maintaining its own IT infrastructure.
- (b) Avue shall provide user access with redundant design and unlimited access, including at least two availability zones. Avue will not restrict bandwidth to the Avue system. Avue's system shall be accessible by Subscriber users and applicants via the internet and support multiple browsers, including Microsoft's Internet Explorer and Edge browsers, Mozilla Firefox, and Google Chrome on PCs and mobile devices. Avue shall provide all users with guaranteed 99 percent or better availability to Avue's system. Avue's system shall support a secure, multi-factor method of remote authentication and authorization to perform management duties on the system.
- (c) Avue will provide 24/7/365 Tier 1, 2, and 3 Help Desk services for Subscriber users and applicants with support personnel who are U.S. citizens only.
- (d) Avue will use only cryptographic mechanisms that are FIPS 140-2 validated. Avue shall provide security mechanisms for handling data at rest and in transit in accordance with FIPS 140-2.
- (e) Avue shall support a system in accordance with the requirement for Federal agencies to manage their electronic records in accordance with 36 CFR § 1236.20 & 1236.22, including but not limited to capabilities such as those identified in NARA Bulletin 2010-05 September 08, 2010, Guidance on Managing Records in Cloud Computing Environments.

9.2 Security Alerts, Advisories, and Directives

- (a) Avue shall provide a list of its personnel, identified by name and role, with system administration, monitoring, and/or security responsibilities to receive security alerts, advisories, and directives. This list shall include designated Subscriber personnel, including the Subscriber SOC and the SAOP.
- (b) Avue (and/or any of its subcontractors) shall report all suspected and confirmed information security and privacy incidents to the Subscriber Security Operations Center (SOC) via email and telephone to the designated Subscriber representatives, COR, Contract Officer, SAOP (or their designee) — and other stakeholders such as the Cybersecurity and Infrastructure Agency (CISA) and US-CERT via online reporting protocols — including incidents involving personally identifiable information (PII), in electronic or physical form, typically within 1 hour of discovery, depending on the incident category type. The Avue Incident Response Plan, part of Avue's FedRAMP package of policies and procedures, includes all incident categories and reporting timeframes.

9.3 **Section 508 Compliance.** All electronic and information technology (EIT) provided by Avue shall meet the applicable accessibility standards at 36 CFR 1194 unless an agency exception to this requirement exists.

9.4 FedRAMP Security Requirements

- (a) General. Avue and Subscriber share the responsibility to ensure compliance with security requirements through a formal process known as Assessment and Authorization, which provides guidelines for performing the assessment. Specific FedRAMP controls that have shared responsibilities between Avue and

Subscriber, as well as controls configured or provided solely by Subscriber, are listed in the Avue Control Implementation Summary Workbook, which is part of Avue's FedRAMP package of policies and procedures.

- (b) Avue shall provide a Software as a Service ("SaaS") platform hosted in a FedRAMP-authorized cloud infrastructure based on NIST Special Publication 800-53, Revision 4. Avue shall identify all data centers where the data at rest or data backup will reside. All data centers are guaranteed to reside within the United States of America and be authorized under FedRAMP at the time of award. Avue shall implement the controls contained within the FedRAMP Cloud Computing Security Requirements at the Moderate Baseline and FedRAMP Continuous Monitoring Requirements for low and moderate-impact systems (as defined in FIPS 199). Avue shall generally, substantially, and in good faith follow FedRAMP guidelines and Security guidance. Avue shall use generally accepted industry best practices for IT security in situations without procedural guides.
- (c) In the event Avue's FedRAMP authorization is revoked and the deficiencies are greater than Subscriber risk tolerance thresholds, Subscriber may, upon 30-days prior written notice to Avue and an opportunity to cure, cancel its Avue subscription and terminate any outstanding orders.
- (d) Assessment of the System
 - (1) Avue shall comply with FedRAMP requirements as mandated by Federal laws and policies, including making any documentation and artifacts needed to support this requirement available. All Avue policies and procedures documentation that constitute the Avue FedRAMP package are stored on Avue's secure repository at OMB's Max.gov. Agency access to Avue's FedRAMP package can be requested from the FedRAMP PMO.
 - (4) Any Identified gaps between required FedRAMP Security Control Baselines and continuous Monitoring controls and Avue's implementation as documented in the Security Assessment Report shall be tracked by Avue for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the gaps, Subscriber may require them to be remediated before a provisional authorization is issued.
 - (5) Avue is responsible for mitigating all security risks identified during A&A and continuous monitoring activities. Per FedRAMP requirements, Avue will mitigate all high-risk vulnerabilities within 30 days, all moderate-risk vulnerabilities within 90 days, and all low-risk vulnerabilities within 180 days from the date vulnerabilities are formally identified. In its reasonable judgment, Subscriber will determine the risk rating of vulnerabilities.

9.5 **Subscriber Authorization of System.** Avue will cooperate with Subscriber for it to receive access to Avue's FedRAMP Moderate Baseline authorization documentation for any necessary Subscriber-issued Authorization to Operate (ATO) and will reasonably cooperate with Subscriber for the completion of its ATO process. However, Avue is not required to meet Subscriber cybersecurity requirements or requests (collectively, "Increased Requirements") that exceed Subscriber having access to Avue's FedRAMP Moderate Baseline authorization documentation. To the extent that Avue is willing to meet Increased Requirements, the work will be agreed upon and documented per Section 10 (Supplemental or Incidental Services).

9.6 **Reporting and Continuous Monitoring.** Maintenance of the FedRAMP Authorization will be through the implementation of the Avue Continuous Monitoring Plan and an annual audit by a FedRAMP and A2LA-accredited third-party assessment organization (3PAO) of the operational controls within Avue's system, environment, and processes to determine if the security controls in the Avue system continue to be effective over time, given changes in the system and environment. Through continuous monitoring, Avue will submit updated security controls and supporting deliverables monthly to the FedRAMP PMO as required by FedRAMP Requirements.

SECTION 10: Supplemental or Incidental Services

The Subscriber may request that Avue perform supplemental or incidental services related to the Subscribed Services. Such services include Avue's offering of consulting and other services on an hourly basis and production of HR documents on an hourly or per-piece basis, whether under a contract also providing for subscription services or under a separate agreement. Each work request for such additional services shall describe the services sought and, if applicable, the requested completion date. All such work requests are subject to written acceptance by Avue.

SECTION 11: Subscriber Obligations

The Subscriber shall carry out all of the Subscriber's responsibilities outlined in this Agreement, including its Attachments. Whether or not explicitly stated, the Subscriber will provide Avue with full, good faith cooperation, assistance, and information as may be requested by Avue from time to time to deploy the Subscribed Services throughout the Subscriber. For Subscribers purchasing a module that relies on payroll data, the Subscriber expressly agrees to cooperate with Avue to establish a bi-directional interface between the Avue system and the payroll system used by the Subscriber.

SECTION 12: Fees and Expenses

12.1 Enterprise Annual Subscriptions. For Enterprise Annual Subscriptions, there shall be an Initialization Fee, an Annual Subscription Fee, and an Annual Extranet Fee for each ADS Module. Section 13 describes the invoicing and payment of the fees contained in Attachment 1 to this Agreement,

12.2 Enterprise Monthly Subscriptions. For Enterprise Monthly Subscriptions, there shall be a single monthly Subscription Fee for each ADS Module in an amount

stated in Attachment 1 to this Agreement and invoiced and payable consistent with Section 13:

- 12.3 Determination of Fees. Section 4 of this Agreement provides how the Covered Subscriber Community is determined for all Enterprise Subscriptions.
- 12.4 Supplemental or Incidental Services. For any supplemental or incidental services described in Section 10, the Subscriber shall pay at the specified rates agreed upon between the Subscriber and Avue at the time of order acceptance. The Subscriber shall be responsible for all actual, reasonable, out-of-pocket expenses incurred by Avue in performing the order. For government Subscribers, expense reimbursement shall be consistent with allowable costs under the applicable regulations.

SECTION 13: Acceptance, Invoicing, and Payment Terms

- 13.1 Avue shall not be required to initiate the Subscribed Services for any Subscription Period unless there is a procurement contract in place against which a valid purchase order for the Subscribed Services may be placed.
- 13.2 Subscriber's acceptance of any Subscribed ADS Module shall be deemed to occur at the time of Avue's first release of the Subscribed ADS Module for Subscriber's use which will be deemed to occur at the time when Avue provides Subscriber with its first user accounts permitting access to the Avue production system.
- 13.3 With respect to Enterprise Annual Subscriptions:
- (a) Initialization Fees shall be invoiced commencing on the date the Subscribed ADS Modules are first released to the Subscriber. Payment is due upon receipt of the invoice by the Subscriber.
 - (b) Annual Subscription Fees shall be invoiced as follows:
 - (1) If the Subscriber has not elected to take advantage of the standard pre-payment discount Avue offers its customers, the Annual Subscription Fees shall be invoiced in twelve (12) monthly installments, commencing on the date Avue first releases the Subscribed ADS Modules to the Subscriber. Each ensuing subscription renewal shall be invoiced, due and payable in the same manner. Payment is due upon receipt of the invoice by the Subscriber. The fact that Annual Subscription Fees are payable monthly does not relieve the Subscriber of the full-year subscription obligation to which such fees relate.
 - (2) If the Subscriber has elected to take advantage of the standard pre-payment discount Avue offers its customers, initial year Subscription Fees are invoiced in full on the date Avue first releases the Subscribed ADS Modules to the Subscriber. Payment is due within thirty (30) days of receipt of the invoice by the Subscriber. Each ensuing subscription renewal shall be invoiced, due and payable on the first day of the new subscription period.
 - (c) Annual Extranet Fees are invoiced in twelve (12) monthly installments, commencing on the date Avue first releases the Subscribed ADS Modules to the Subscriber. Payment is due within thirty (30) days of receipt of the invoice by the Subscriber.
- 13.4 Concerning Enterprise Monthly Subscriptions, subscription fees shall be invoiced monthly commencing on the date Avue first releases the Subscribed ADS Modules to the Subscriber. Payment is due upon receipt of the invoice by the Subscriber.
- 13.5 Fees for new ADS modules are invoiced on the first day of the Subscription Period to which the fees relate. Payment is due upon receipt of the invoice by the Subscriber.
- 13.6 Government subscribers shall pay all Avue fees per the Prompt Payment Act.
- 13.7 Each invoice for fees and expenses relating to supplemental or incidental services under Section 10 (Supplemental or Incidental Services) is due and payable within thirty (30) days after the invoice receipt date.
- 13.8 Any early termination of this Agreement shall not result in a refund or reduction of the fees for that portion of the Subscription Period so terminated.
- 13.9 For Avue Subscriptions purchased through an authorized Avue reseller, invoicing from, and payment to, the reseller for purposes of this Agreement shall be deemed from and to Avue.

SECTION 14: Subscriber Point of Contact

The Subscriber's COTR or COR, as identified to Avue by Subscriber, will serve as the Subscriber's primary point of contact with Avue for all technical purposes.

SECTION 15: Warranties and Disclaimers

- 15.1. *Warranty and Disclaimer.* The ADS Material, including all software and data used to provide access to Subscribed ADS Modules, are protected by copyright laws, international copyright treaties, and other intellectual property laws. Avue warrants that it has sufficient rights to provide access to the ADS Material in accordance with this Agreement. However, due to the complex nature of software and digital services, Avue does not warrant that the ADS Materials are entirely error-free, will operate without interruption, are compatible with all equipment and software configurations, or will otherwise meet the Subscriber's needs. AVUE DOES NOT MAKE, AND HEREBY SPECIFICALLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR ARISING BY TRADE USAGE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATIONAL CONTENT, AND NONINFRINGEMENT.
- 15.2. The Subscriber assumes sole responsibility for results obtained from using any ADS Material and for conclusions drawn therefrom, except to the extent damage results from Avue's failure to exercise a reasonable standard of care in providing the ADS Material. Avue shall not be responsible for loss, destruction, alteration, or disclosure to any person of the Subscriber's data submitted by the Subscriber or the resultant output thereof (or loss, destruction, alteration, or disclosure to any person of any physical media on which such the Subscriber data or resulting output are stored) unless caused by Avue's negligence or willful misconduct. Furthermore, Avue shall have no liability for any errors or omissions in any information, instructions, or scripts provided to Avue by the Subscriber in connection with the services provided hereunder.
- 15.3. **LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUE, LOST SAVINGS, LOSS OF USE OF THE SUBSCRIBED ADS MODULES OR ANY COMPONENT OF SUBPART THEREOF, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTED FACILITIES, EQUIPMENT OR SERVICES, OR OTHER ECONOMIC LOSS ARISING OUT OF BREACH BY THE OTHER PARTY OF ANY OF ITS REPRESENTATIONS, WARRANTIES OR AGREEMENTS CONTAINED IN THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 41 U.S.C. §§ 3729-3733. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OR RELATED TO THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 41 U.S.C. §§3729-3733. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE OR FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY APPLICABLE LAW.**
- 15.4. **DISCLAIMER OF ACTIONS CAUSED BY AND/OR UNDER THE CONTROL OF THIRD PARTIES: AVUE DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE DATA CENTER AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER CONNECTIONS TO THE INTERNET OR PORTIONS THEREOF. ALTHOUGH AVUE WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, AVUE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, AVUE DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS, INCLUDING WITHOUT LIMITATION ANY SERVICE ACCESSIBILITY AND SERVICE AVAILABILITY SHORTFALL RESULTING FROM IN WHOLE OR IN PART FROM SUCH EVENTS.**

SECTION 16: Additional Terms and Conditions

If certain "premium" features (e.g., where proprietary third-party data access requires payment of a fee) are made available to Subscriber, Avue will provide written notice to the Subscriber of all applicable terms and conditions, including charges, which are different from those stated in this Agreement ("**Additional Terms**"). Subscriber will not be given access to such "premium" features without having the opportunity to review and accept the Additional Terms. Upon acceptance, all Additional Terms will be considered part of this Agreement and require Subscriber's compliance with the terms and conditions of this Agreement.

SECTION 17: General

- 17.1. *Notices:* Any notice or request hereunder shall be made in writing, delivered in person to an authorized representative of the respective party, sent by first-class mail or reputable express courier (postage or charges prepaid), or transmitted by email (with receipt confirmed) to the other party at its stated address. Any notices, demands, or other communications required or permitted hereunder shall be deemed given when hand delivered or transmitted by email (with receipt confirmed), or, in the case of express courier delivery, on the next business day, or in the case of US Postal Service mail deliver, five (5) days after being deposited in the United States mail, postage prepaid.
- 17.2. *Force Majeure:* Excusable delays shall be governed by FAR 52.212-4(f).
- 17.3. *Severability:* If a tribunal of competent authority holds any provision or provisions of this Agreement invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 17.4. *Section Headings:* The Section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.
- 17.5. *Waiver:* The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the

future.

17.6. *Dispute Resolution:* If a dispute regarding the interpretation or enforcement of this Agreement arises, the senior executive officers of the parties will promptly meet to seek to resolve the dispute. If the dispute is unresolved, the parties shall have recourse to all available legal and equitable remedies per the Contract Disputes Act.

17.7 *Counterparts and Electronic Signatures.* The Parties may execute this Agreement and any document executed between them attached to it or arising from it in several counterparts, all of which shall constitute one single agreement. Signatures may be made and delivered electronically. It shall not be necessary in making proof of this Agreement to produce original signature page(s) to this Agreement.

IN THE EVENT THIS AGREEMENT IS INCORPORATED INTO A GOVERNMENTAL CONTRACT AWARD, EXECUTION BY THE SUBSCRIBER AGENCY IS NOT NECESSARY, AS EXECUTION OF THE PRIME CONTRACT ALSO BINDS THE SUBSCRIBING AGENCY TO THIS LICENSING AGREEMENT AS A SEPARATE AGREEMENT BETWEEN AVUE AND THE GOVERNMENT.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement, effective as of the date first written above.

SUBSCRIBER	AVUE TECHNOLOGIES CORPORATION
Name:	Name:
Title:	Title:

**Master Subscription Agreement (MSA)
ATTACHMENT 1**

Subscriber: [Client Agency]

ADS Platform: [Avue Indigo]

Initial Covered Subscriber Community: [Number] to [Number] FTE

Subscription Type: *Enterprise Annual Prepaid*

Initial Contract Period: ___ Years, with a Base Period of _____ Year(s) and
_____ Option Year(s).

Name of the Subscriber: [Client Agency]

ADS Platform: [Avue Indigo]

Type of Subscription (Annual/Monthly): Enterprise Annual

Covered Subscriber Community (CSC):

Avue uses a subscription model optimized for Cloud-based, Software-as-a-Service (SaaS) offerings where the Subscriber's price is a function of the number of members in one or more identified groups– the Covered Subscriber Community (CSC) – rather than “seats” or usage. In addition, Subscriber's ADS Subscription includes unlimited concurrent use by members of the CSC.

(a) If the Subscriber uses the Subscribed Services to accomplish the Subscriber's own Human Capital Management (HCM) needs for job classification, position management, recruitment and hiring, performance management, employee training, compensation management, employee relations, and similar principally internal HCM processes of the Subscriber:

(1) The CSC consists of the Subscriber's employees, deemed equal to the number of FTE specified in the Subscriber's authorized fiscal year budget for the year the subscription period begins. After that, Avue and Subscriber will confirm the CSC at the time of each subscription period renewal. If the authorized FTE for the then-current fiscal year is in a higher or lower price bracket, the subscription renewal price will be adjusted accordingly. Provided the deployment and operation of the Avue platform will remain a “unitary solution” as described in Section 3.1, Subscriber may request that Avue consent, not to be unreasonably withheld, to increase the CSC number to include:

- (A) Individuals – such as military members or staff augmentation contractors – that are not Subscriber employees but perform essentially the same work, or
- (B) Employees of other Federal components or agencies that the Subscriber “cross-services” or provides shared services and MSA Attachment 1 expressly identifies the serviced entity and the number of its members.

If Avue consents to the requested increase in CSC members, the subscription CSC will be raised, with Subscriber's pricing adjusted to reflect a higher price bracket, if applicable. In all other cases, any other such individuals, agencies, or components must be considered a separate CSC and priced on a stand-alone basis.

(2) Although not employees of the Subscriber, individuals who are necessary participants (“Adjunct Users”) in an automated Avue process are also permitted system access that is limited to fulfilling their role in the process. Adjunct Users include, for example, job applicants, third-party investigators conducting background checks, and external selection rating panel members. In addition, individual “staff augmentation” professional service contractors to the Subscriber may each be permitted limited access as an Adjunct User to perform their contracted tasks provided they each: (i) are not employees of a competitor of Avue, and (ii) agree to be bound to the terms of a system use agreement in a form reasonably satisfactory to Avue. If a professional services contractor described in this Subsection is employed by or provided through a business organization, then that business organization must also not be a competitor of Avue and must execute a written guarantee directly in Avue's favor, explicitly accepting liability for any breach by the individual of their obligations under the system use agreement.

(b) If the Subscriber principally uses the Subscribed Services for purposes other than described in Subsection (a) above, such as to provide a product or service to individuals or entities that are not the Subscriber's employees, military service members, or similar, the identity, nature, and number of the members of the CSC – and the resulting ADS Subscription pricing – will be stated in MSA Attachment 1. Uses described in this Subsection (b) would include, for example, using the Subscribed Services to provide certifications or training to individuals or organizations outside the Subscriber.

Included Organizations for Subscription as of Effective Date:

- Subscriber: [Client Agency]
- CSC Size: [Bracket]

Current Module Activation Status

As part of the contract that incorporates the Avue Master Subscription Agreement, the Subscriber has subscribed to the entire Avue Digital Services® (ADS) offering (including modules that may be added from time to time during the contract period).

[CUSTOMER AGENCY] - Avue ADS Indigo Ninja™ Platform Total System Contract -- Invoice Only Upon Module Activation

As part of the contract which incorporates this table, Subscriber has subscribed to the entire Avue Digital Services® Indigo Ninja Platform offering (including modules that may be added from time to time during the contract period). Under this subscription, however, Subscriber will be charged for Initialization, Annual Subscription Fees, and Extranet Fees only with respect to modules that have been “activated” (the Subscriber has requested Avue to provide access to the Subscriber). As of the contract award effective date, the available Avue modules and the activation status of the Subscriber and included organizations is shown below. Under the contract, Subscriber has the right, by simple modification of the contract, to activate additional Avue modules for prices mutually agreed upon.

Avue Digital Services® Indigo Ninja™ Platform	Acronym	Price Type	Active/Inactive	Activation Effective	Covered By: Contract/Order #	CSC Bracket	Contingent Workforce?
Avue Indigo Ninja Baseline	ILB	D	ACTIVE	01 31 2025	TBD	1,001 - 2,000	NO
Talent Sourcing & Acquisition	TSA	C	ACTIVE	01 31 2025	TBD	1,001 - 2,000	NO
Compensation Offer Modeler & Pay Setting	COMPS	C	ACTIVE	01 31 2025	TBD	1,001 - 2,000	NO
Talent Development & Deployment	TDD	D	ACTIVE	01 31 2025	TBD	1,001 - 2,000	NO
Strategic Competency Framework	SCF	C	ACTIVE	01 31 2025	TBD	1,001 - 2,000	NO
Talent Market Planning	TMP	C	ACTIVE	01 31 2025	TBD	1,001 - 2,000	NO
Partner Engagement, Assessment & Authorization	PARTE	D	ACTIVE	01 31 2025	TBD	1,001 - 2,000	NO

[Insert of Subscriber-Specific Pricing Grids: Summary Price Tables]

[INSERT]

[Insert of Subscriber-Specific Pricing Grids: Detailed Price Tables]

[INSERT]

**AVUE-[Client Agency] MSA ATTACHMENT 2 as of Effective Date
Avue Module Descriptions**

Avue Digital Services® IndigoLEAP Platform Offering 2024			
Module	Acronym	Price Type	Brief Highlights
IndigoLEAP Baseline	ILB	D	<p>The IndigoLEAP Baseline (ILB) covers all three of the Platform's major areas: (1) Infrastructure, (2) Embedded Services, and (3) Position Classification & Management.</p> <p>(1) Infrastructure. FedRAMP-authorized Cloud infrastructure; Generative AI; User and Access Management (includes SSO and MFA); workflow; business process management; business activity monitoring; NOA logic and AI-based determinations; personnel action processing and data feed to payroll. Tracking and reporting; data lakes; online standard and ad hoc reporting; data analytics; dashboards; application program data interfaces (APIs) to third party systems; interconnections with other Federal systems; enterprise skills banks.</p> <p>(2) Embedded Services. Unlimited, on-demand at no charge of all of the following - Staff augmentation to support agency staff and managers; Project management for deployment (both initial deployment and deployment of new features and functions; Tier 1 and 2 Help Desk for All Users, Including Candidates, Tier 3 and Concierge Services for Managers, HR Professionals, and Administrative Officers, including the option for users to make "do it for me" requests and maximum target delivered result in 48-72 hours, Briefings and training for managers, HR, AOs, etc. AND MUCH, MUCH, MORE.</p> <p>(3) Position Classification & Management. Comprehensive manager-centric, robust capability to automatically and correctly generate compliant classified position descriptions and associated position file outcomes and documents (including automatic FLSA and Comp Level Codes) using AI-centric feature-functionality with an engineered and continuously maintained occupational content database covering 100 percent of all Federal government-wide white and blue-collar occupations for positions in all types of pay plans, such as pay banding, market-based pay, mixed-series, mixed-grade, career ladder, supervisory, lead, senior level, interdisciplinary, research, and trainee positions. Complete position management functionality, including dashboards for visibility and insight.</p>
Strategic Competency Framework	SCF	C	<p>The Strategic Competency Framework (SCF) provides the "special sauce" for integrating each agency's mission-specific competency framework with the core capabilities of the IndigoLEAP Platform to form the innovative talent management strategy called Indigo Skillscape™. The SCF includes talent domains that serve as the metastructure to align work roles, down to the task level, and requirements, such as qualification requirements, to a specific business or operations function. These talent domains contain:</p> <ul style="list-style-type: none"> • the work, roles, tasks, occupations, titles, compensation levels, proficiency levels, and Federal job classifications for a functional community; • each knowledge, skill, ability, and task carries an assigned proficiency level based on the AI-assigned roles; • capabilities, competencies, expertise, behaviors, knowledge, and skills to do the work covered by the functional community; and • any specialized requirements unique to an organization, discipline, or specialization within a talent domain. <p>Each position description created in or ingested into the Platform has a generative AI-created Position Skills Profile (PSP) including an assessment of the person's qualifications for potential jobs or roles, recommendations for career and professional development opportunities, and personalized career plans and guidance. People are SmartMatched to jobs and other opportunities based on the PSP and the skills profiles of employees and candidates for employment.</p>
Talent Sourcing & Acquisition	TSA	C	<p>The IndigoLEAP Talent Sourcing & Acquisition (TSA) Module is a dramatic departure from traditional "post and pray" operations embedded in the Federal hiring processes. The TSA Module provides comprehensive end-to-end talent sourcing and acquisition featuring an AI- and candidate-centric model with consumer-level – yet fully compliant – user experience for candidates and employees interested in opportunities within the enterprise. The Platform provides hiring managers with user experience comparable to, and speed of, private sector hiring while concurrently ensuring legal defensibility.</p> <ul style="list-style-type: none"> • Open Talent Marketplace provides broad online outreach and candidate intake using specialty websites and social media (e.g., LinkedIn) to ensure a continuously fresh pipeline of interested and engaged candidates and employees. Generative AI technologies invert the job seeker experience from posting-centric to candidate-centric, where the candidates are in constant consideration through a generative AI SmartMatch process that considers the education, training, certifications, licenses, and work experience in the Candidate's profile. At the same time, AI heuristics provide the guardrails that ensure regulatory compliance, properly documented hiring action case files, and auditable records. • Generative AI creates Candidate "Career Stories" from uploaded documents and provides analysis of Job Experience, Academic Credentials, Training, Certifications, Military Experience, Military Training, and Career Highlights to map the Candidate's qualifications and SmartMatch them to the job requirements. • AI assesses the qualifications met by proficiency level and provides recommendations on Career Paths, Developmental Activities, and Career Development Plans for each Candidate. • Platform's AI also provides personalized recommendations to hiring managers based on the characteristics of the job they are filling, as well as comparing Candidate to Candidate using a consumer-level user experience commonly found when shopping online and recommendations used by consumer products like Netflix™ and TurboTax™. This familiar consumer-level experience dramatically reduces requirements to engage hiring managers in time-consuming training while keeping everything legally defensible.
Compensation Offer Modeler & Pay Setting	COMPS	C	<p>COMPS provides an integrated array of functionalities that enable hiring managers to generate the most attractive and compliant offers for candidates in highly competitive occupations and skill sets. To increase the chances of offer success, the COMPS Offer Modeler presents candidates with an online graphically compelling picture of total aggregate tangible and intangible compensation and benefits. Supports employee retention with the ability to model and adjust compensation based on factors like performance, work experience, locality considerations, or promotions. COMPS' robust and highly configurable functionality reflects each agency's unique compensation authorities and policies. COMPS incorporates all Federal pay plans and locality areas, including the General Schedule (GS, GM, GL, GP, GR), the Federal Wage System (WG, WL, WS), Administratively Determined (GG, ALJ, SES, ES), and VA authorities. For current employees, COMPS provides the ability to model and adjust compensation based on various factors like performance, work experience, locality considerations, or promotions.</p>

Continued on next page.....

Avue Digital Services® IndigoLEAP Platform Offering 2024 continued			
Module	Acronym	Price Type	Brief Highlights
Talent Development & Deployment	TDD	D	<p>The TDD Module has four components: (1) Employee Personal Portfolios, (2) Learning management and delivery, (3) Employee development through performance management, and (4) Talent deployment.</p> <p>(1) Employee Personal Portfolios. Employees can create, manage, and maintain an online Personal Portfolio that includes Career Story (education, military service, job history, licenses, certifications, detailed skills, and competencies), Career Track, security information, in-country experience, languages, travel information (passport, immunizations), and emergency contact information. Employees share Portfolios with managers for future opportunities. Gives managers awareness of employee interests and critical information for team assembly and deployment. Provides the agency with essential information for workforce planning.</p> <p>(2) Learning Management and Delivery. Enterprise-class learning experience and management solution for training and development.</p> <ul style="list-style-type: none"> • Individual Development Plan Creation, Approvals, Monitoring, and Tracking. • Course Recommendations Based on Work Role and Qualifications and Personal Career Track • Training Enrollment, Routing, Approval, and Form Creation (e.g., SF-182) • Employees view course catalog, complete requests, and track progress. • Provides managers with global tracking of their workforce's skillsets and developmental needs. • Includes all aspects of program administration; automatic Individual Development Plan. • Supports content curation and course development, detailed learning career paths. • Full xAPI capability and interfaces to SCORM-compliant content creation systems and delivery. • AI-assisted learning, learning analytics, gamification, badges, etc. • Configurable to support component branding. • Managers see employee promotion or advancement readiness and correlate developmental activities to job performance. • Managers see skills across their teams and determine broader organizational training needs. • Online reporting to track budget and expenditures, instructor/course effectiveness, etc. • Managers can assess bench strength and compare current skills to their career objectives. • Coaching for managers on training and employee development issues. • Multi-Channel Development Program support across internal and external boundaries. <p>(3) Performance. A complete toolset for evolving and innovative data-driven leadership approach. End-to-end individual performance management, from performance plan creation/monitoring/evaluation and the final rating of record. Automatic generation of plans, awards, PIP, etc. Online coaching for managers. Ability to capture and generate reliable and correct data and outcomes.</p> <p>(4) Team Assembly and Deployment. TDD provides for team assembly and deployment to respond to sudden or emerging situations, task forces, special projects, or interdisciplinary teams. Maintains inventory of essential information for all employees, including detailed skills and competencies, geographic location and assigned official duty station, availability, clearances, certifications, etc. "Incident Accountability System" (IAS) tracks workforce location and status during an emergency that prompts evacuation or similar circumstances.</p>
Talent Market Planning	TMP	C	<p>The Talent Market Planning (TMP) Module assists line managers and staff professionals in analyzing the organization, employee demographics, competency/skill mix, payroll expenditures, and other workforce profiles to determine trends, identify labor market effects, conduct scenario planning, determine bench strength for succession planning, quantify the costs of organizational activities, and forecast the structure and needs of the organization in future years. Includes factoring in retirements, attrition, cycle time to fill positions, training costs, training capacity, and similar factors. Cost projections are provided across multiple years. Utilizes workforce behavior profiles to project key events and the resulting impact across future years. Also, it incorporates relevant external labor market factors and trends, including the supply and cost of the right talent.</p>
Partner Engagement, Assessment & Authorization	PARTE	D	<p>The Partner Engagement, Assessment & Authorization (PARTE) Module plays a critical role by enabling the agency to implement, oversee, and manage its strategic workforce program by establishing and maintaining a shared platform for outreach and engagement with academic institutions, governmental education providers, training providers, certification providers, certification exam administrators, and other commercial and non-profit partners (collectively, "Providers") to submit their offerings for assessment and approval. PARTE includes an extensive Generative AI system for offering submittal, assessment, and SmartMatching to strategic competency work roles and proficiency levels. GenAI process includes anomaly detection for HITL review. Approved offerings appear on a public Provider Network Marketplace for access by employees, program administrators, and Providers.</p>