

**From:** Cash, Marcia  
**To:** [Randal Bowman](#); [Jennifer Stevenson](#)  
**Subject:** Texifter (DiscoverText company name) GSA info  
**Date:** Wednesday, May 10, 2017 8:59:06 AM  
**Attachments:** [GSA FSS Pricelist Effective 10.28.16.pdf](#)

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Marcia Cash

eERDMS - eRecords - BPHC Representative  
eRulemaking / FDMS Administrator

**U.S. Fish and Wildlife Service**

*Division of Policy, Performance, and Management Programs (PPM)*

*(Formerly Division of Policy and Directives Management - PDM)*

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**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE 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 for GSA Advantage! is: <http://www.gsaadvantage.gov>*

**WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT  
SCHEDULE TITLE: IT Schedule 70 – General Purpose Commercial Information Technology  
Equipment, Software, and Services  
FSC GROUP: 70**

**CONTRACT NUMBER:  
GS-35F-002CA**

**PERIOD COVERED BY CONTRACT:  
October 1, 2014 - September 30, 2019**

**Texifter, LLC  
237 Shutesbury RD.  
Amherst, MA 01002  
(P) 413-992-8513  
(F) 413-485-9138  
[www.texifter.com](http://www.texifter.com)**

Contractor's Administration Source: [stu@texifter.com](mailto:stu@texifter.com)

General Services Administration  
Management Services Center Acquisition Division  
Modification #**PS 0020**, dated **10.28.2016**  
Business Size: **Small**  
DUNS: **832343086**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

## GSA AWARDED TERMS AND CONDITIONS TEXIFTER, LLC

1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

SIN 132-51: Information Technology Professional Services  
SIN 132-52: Electronic Commerce and Subscription Services

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:** Refer to Pricelist

1c. **HOURLY RATES (Services Only):** Refer to Pricelist

2. **MAXIMUM ORDER\*:** \$500,000 per Order

\*If the "best value" selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404

3. **MINIMUM ORDER:** None

4. **GEOGRAPHIC COVERAGE:** Worldwide

5. **POINT(S) OF PRODUCTION:** US

6. **TERMS REGARDING MANUFACTURERS' END-USER LICENSE AGREEMENTS (FOR SOFTWARE ONLY):** This contract, or the warranties guaranteed hereunder, is in no way affected, altered, or modified by any Manufacturer End-User License Agreement, unless the Contracting Officer has expressly incorporated a "Government" User End Licensing Agreement into the Contract. The terms of any "Commercial, Special or Other" user licensing agreement that has not been officially incorporated herein are applicable only to the Contractor-Manufacturer relationship, and do not alter the Government's rights or the Contractor's obligations under this contract.

7. **BASIS OF AWARD CONTRACT TERMS:** Net GSA pricing is listed in the attached pricing table

8. **PROMPT PAYMENT TERMS:** 0%, Net 30 Days

9a. Government purchase cards **are accepted** at or below the micro-purchase threshold

9b. Government purchase cards **are not accepted** above the micro-purchase threshold

10. **FOREIGN ITEMS:** None

11a. **TIME OF DELIVERY:** 30 DARO

11b. **EXPEDITED DELIVERY:** As negotiated between Contractor and Ordering Activity

11c. **OVERNIGHT AND 2-DAY DELIVERY:** As negotiated between Contractor and Ordering Activity

11d. **URGENT REQUIREMENTS:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. **FOB POINT:** Destination  
Note: All travel required in the performance of this contract and orders placed hereunder must comply with the Federal Travel Regulations (FTR) or Joint Travel Regulations (JTR), as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all contractor travel. Contractors cannot use GSA city pair contracts. The contractor shall not add the Industrial Funding Fee onto travel costs. (FOB Terms noted above)
- 13a. **ORDERING ADDRESS:**  
Texifter, LLC  
237 Shutesbury Road  
Amherst, MA 01002  
P: 413-992-8513  
F: 413-485-9138
- 13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
14. **PAYMENT ADDRESS:**  
Texifter, LLC  
Attention: Account Receivable  
237 Shutesbury Road  
Amherst, MA 01002
15. **WARRANTY PROVISION:** Refer to EULA
16. **EXPORT PACKING CHARGES:** N/A
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**  
Accepted at or below the micro-purchase threshold
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable):** N/A
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 24b. **Section 508 Compliance for EIT:** N/A
25. **DUNS NUMBER:** 832343086
26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor is active in SAM. Cage Code: 5T2L2

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

**4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

**In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS ☐ COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I ☐ OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.**

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

## **9. INDEPENDENT CONTRACTOR**

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

### **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

### **14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

### **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

### **16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING**

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

**EXAMPLE:** Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science



<p style="text-align: center;"><b>TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 132-52)</b></p>
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**1. SCOPE**

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

**2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE**

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

**3. INFORMATION ASSURANCE**

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “*Standards for Security Categorization of Federal Information and Information Systems*”) (FIPS 200, “*Minimum Security Requirements for Federal Information and Information Systems*”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

**4. DELIVERY SCHEDULE.**

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

**5. INTEROPERABILITY.**

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

**6. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and

delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

## **7. PERFORMANCE OF ELECTRONIC SERVICES**

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

## **8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

## **9. RIGHTS IN DATA**

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

## **10. ACCEPTANCE TESTING**

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

## **11. WARRANTY**

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

### ***Refer to EULA***

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.

## **12. MANAGEMENT AND OPERATIONS PRICING**

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

### 13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

Refer to Pricelist.

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### 14. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

### 14. ELECTRONIC COMMERCE SERVICE PLAN

(a) Describe the electronic service plan and eligibility requirements.

Refer to EULA

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(b) Describe charges, if any, for additional usage guidelines.

Refer to Pricelist

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(c) Describe corporate volume discounts and eligibility requirements, if any.

Refer to Pricelist.

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**Texifter, LLC**  
**Awarded Pricelist: SIN 132-52**

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	AWARDED NET GSA PRICE	QUANTITY/ VOLUME DISCOUNT	COO
132-52	Texifter, LLC	Profesional -00	Professional	100,000 Units* - 25 Live Data Feeds** - 1 Professional Seat - 0 Enterprise Seats - Unlimited Projects	per month	\$93.76	None	US
				Features: Analytic & reporting tools, Adjudication tools CloudExplorer, Standard support, GNIP Availability	per year	\$946.16		
Enterprise Tier-1								
132-52	Texifter, LLC	Enterprise Tier-01	Enterprise Tier-1	500,000 Units* - 100 Live Data Feeds** - 1 Enterprise Seat - 2 Professional Seats - Unlimited Projects  Features: All Professional features plus, TopMeta features, ActiveLearning features, Interactive histograms, Elevated support, GNIP Availability	per month	\$2,841.31	None	US
Additional Data Options								
132-52	Texifter, LLC	Additional Data Units-01	500,000 Additional Data Units	500,000 Additional Data Units (monthly charge, total units shared across all users on the account)	block (of 500,000 units)	\$94.71	None	US
132-52	Texifter, LLC	Additional Data Feeds-01	10 additional data feeds	10 additional data feeds (monthly charge, total units shared across all users on the account)	month	\$56.83	None	US
132-52	Texifter, LLC	Enterprise-BULK	Bulk Yearlong Enterprise License	50 Simultaneous Enterprise Users - 50 Million Units Shared Storage	Per Bulk	\$94,710.33	None	US
132-52	Texifter, LLC	Professional-BULK	Bulk Yearlong Professional License	50 Simultaneous Professional Users - 5 Million Unites Shared Storage	Per Bulk	\$50,632.14	None	US
Additional Users (Option available for Enterprise Tier packages only - Not "Professional")								
132-52	Texifter, LLC	Enterprise Users-01	1-10 Additional Enterprise Users	1-10 Additional Users	per user per month	\$567.31	None	US
132-52	Texifter, LLC	Enterprise Users-02	11-20 Additional Enterprise Users	11-20 Additional Enterprise Users	per user per month	\$377.89	None	US
132-52	Texifter, LLC	Enterprise Users-03	21+ Enterprise Users	21+ Enterprise Users	per user per month	\$188.47	None	US

132-52	Texifter, LLC	Professional Users-01	1-10 Additional Professional Users	1-10 Additional Professional Users	per user per month	\$93.76	None	US
132-52	Texifter, LLC	Professional Users-02	11-20 Additional Professional Users	11-20 Additional Professional Users	per user per month	\$62.51	None	US
132-52	Texifter, LLC	Professional Users-03	21+ Additional Professional Users	21+ Additional Professional Users	per user per month	\$31.25	None	US

**Any account (Professional or Enterprise) comes with Gnip access to four "PowerTrack" options. The PowerTrack is an advanced filtering capability that lets users create specialized queries using bio, geo, influence, or any combination of 50 specialized filters.**

\* The number of data units is the number of documents that an account can store (across all licensed seats on the account). For example, a single tweet, a Facebook post or comment, an email, an attachment, or a public comment from FDMS is considered one unit.

\*\*A data feed is a single rule or feed collecting data from social media APIs, databases, and all other "live" data sources to be stored in DiscoverText. The number of feeds for the account is the number of simultaneous feeds that can be run at once. Additional data units, data feeds, and additional license seats can be purchased as options on the next page after you select a base package.

#### **Sifter Application**

132-52	Texifter, LLC	SA-01	Sifter Application-01	Search and retrieve data from the complete history of Twitter, priced per 100,000 tweets for 1 to 500,000 items	per 100,000 tweets for 1 to 500,000 items	\$28.41	None	US
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#### **Gnip data prices**

132-52	Texifter, LLC	GD-Tw	Twitter	Powerful metadata rich features with advanced filtering capabilities for Twitter. This option grants rights to gather and store the Twitter data in an existing DiscoverText account for the purpose of analysis. One Twitter credit includes a tweet and all of the associated metadata.		\$2.84	None	US
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**Texifter, LLC**  
**Awarded Pricelist: SIN 132-52**

SIN	LABOR CATEGORY	MINIMUM YEARS OF EXPERIENCE	FUNCTIONAL RESPONSIBILITIES	MINIMUM EDUCATION/ CERTIFICATION LEVEL	UNIT OF ISSUE	AWARDED HOURLY NET GSA PRICE
132-51	Project Principal	10	Responsible for project development from inception to deployment, expertise in the management and control of resources, demonstrated capability in managing multi-task contracts and/or subcontracts of various types and complexity. General experience in information systems design and/or management. Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes, and goals of the organization to subordinates. Is responsible for the overall contract performance.	Master's Degree	Hourly	\$167.51

*\*Bachelors Degree and four additional years of experience can be substituted for a Masters degree*

## **Texifter, LLC Terms of Service**

### **1. Your relationship with Texifter, LLC**

1.1 Your use of Texifter, LLC's products, software, services and web sites (referred to collectively as the "Services" in this document) is subject to the terms of a legal agreement between you and Texifter, LLC. "Texifter" means Texifter, LLC, whose principal place of business is at 237 Shutesbury Rd. Amherst, MA 01002, United States. This document explains how the agreement is made up, and sets out the terms of that agreement.

1.2 If you are using Texifter's Services as an agent employed by or on behalf of a local, state, or federal government agency (the "Agency") within the United States "You" within these Terms of Service shall mean the Agency itself and shall not apply to, or bind (i) the individual(s) who utilize the Company site or services on Agency's behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, the Agency.

1.3 You agree that by accepting these Terms it does not create an agency, partnership, joint venture, or employer/employee relationship between Texifter and you or any Agency on your behalf.

### **2. Accepting the Terms**

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Texifter, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print off or save a local copy of these Universal Terms for your records.

### **3. Language of the Terms**

3.1 Where Texifter has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Texifter.

3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

### **4. Provision of the Services by Texifter**

4.1 Texifter is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Texifter provides may change from time to time without prior notice to you.

4.2 You may stop using the Services at any time. You do not need to specifically inform Texifter when you stop using the Services.

4.3 You acknowledge and agree that if Texifter disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

4.4 If you are using the Service on behalf of an Agency described in 1.2, in case of termination of service, within 30 days of such termination Texifter will provide you, upon request, with all user-generated content

that is publicly visible through the Service that You created using the Service. Data will be provided in a commonly used file or database format as Texifter deems appropriate. Texifter will not provide data if doing so would violate its Privacy and Security Statement, provided below.

4.5 You acknowledge and agree that while Texifter may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services, but may have fixed upper limits on the amount of storage space used for the provision of any Service depending on your user account level, such fixed upper limits may be set by Texifter at any time, at Texifter's discretion.

4.6 You acknowledge that Texifter may make some of its Services available only at a pay-for-service level or through a negotiated license agreement with You or an Agency on your behalf. You acknowledge that while Texifter will provide You with some services and features for free, Texifter reserves the right to begin charging for those services and features at some point in the future. Texifter will provide you with at least 30 days advance notice of a change involving the charging of fees beyond the free level of service. Texifter will only provide the fee-based service to you upon written acceptance of a Contracting Officer in accordance with federal law. You also understand that Texifter may currently offer other premium and enterprise services for a fee. The Parties understand that fee-based services are categorically different than free products, and may be subject to federal procurement rules and processes.

4.7 If You are using the services as an Agency as described in 1.2, before an Agency decides to enter into a premium or enterprise subscription, or any other fee-based service that this Company or alternative providers may offer now or in the future, You agree to determine your Agency has a need for those additional services for a fee, to consider the subscription's value in comparison with comparable services available elsewhere, to determine that Agency funds are available for payment, to properly use the Government Purchase Card if that Card is used as the payment method, to review any then-applicable Terms for conformance to federal procurement law, and in all other respects to follow applicable federal acquisition laws, regulations, and agency guidelines when initiating that separate action.

4.8 Texifter will, in good faith, exercise due diligence using generally accepted commercial business practices for IT security, to ensure that systems are operated and maintained in a secure manner, and that management, operational and technical controls will be employed to ensure security of systems and data.

## **5. Use of the Services by you**

5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to Texifter will always be accurate, correct and up to date.

5.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

5.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Texifter, unless you have been specifically allowed to do so in a separate agreement with Texifter. You specifically agree not to access (or attempt to access) any of the secured areas of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

5.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.5 Unless you have been specifically permitted to do so in a separate agreement with Texifter, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.



5.6 You agree that you are solely responsible for (and that Texifter has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Texifter may suffer) of any such breach.

## **6. Your passwords and account security**

6.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

6.2 Accordingly, you agree that you will be solely responsible to Texifter for all activities that occur under your account.

6.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify Texifter immediately via email at [info@texifter.com](mailto:info@texifter.com)

## **7. Privacy and your personal information**

7.1 You agree to the use of your data in accordance with Texifter's Privacy and Security Statement, provided below.

## **8. Content in the Services**

8.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

8.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to Texifter (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by Texifter or by the owners of that Content, in a separate agreement.

8.3 Texifter reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service.

8.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

8.5 You agree that you are solely responsible for (and that Texifter has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Texifter may suffer) by doing so.

## **9. Proprietary rights**

9.1 You acknowledge and agree that Texifter (or Texifter's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Texifter and that you shall not disclose such information without Texifter's prior written consent except as required by applicable federal records or freedom of information law.

9.2 Unless you have agreed otherwise in writing with Texifter, nothing in the Terms gives you a right to use any of Texifter's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

9.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with Texifter, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and Texifter's brand feature use guidelines as updated from time to time.

9.4 Other than the limited license set forth in Section 11, Texifter acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Texifter, you agree that you are responsible for protecting and enforcing those rights and that Texifter has no obligation to do so on your behalf.

9.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

9.6 Unless you have been expressly authorized to do so in writing by Texifter, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## **10. License from Texifter**

10.1 Texifter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Texifter as part of the Services as provided to you by Texifter (referred to as the "Software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Texifter, in the manner permitted by the Terms.

10.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Texifter, in writing.

10.3 Unless Texifter has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

## **11. Content license from you**

11.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services. Texifter shall not reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services unless explicitly stated in a contract between Texifter and you; provided that Texifter may reproduce, adapt, distribute or modify any Content which you have submitted to the Service for its internal use only such as updates to the Service and data backups.

11.2 This license does not include a right for Texifter to make such Content available to other companies, organizations or individuals with whom Texifter has relationships for the provision of syndicated services, and to use such Content in connection with the provision of those services, unless explicitly stated in a contract between Texifter and you.

11.3 You understand that Texifter, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. Texifter will not under any circumstances modify your content that would substantively edit or otherwise alter the meaning of the content. You agree that this license shall permit Texifter to take these actions under the express condition that these actions subject to the restrictions set forth in Section 11.1.

11.4 You confirm and warrant to Texifter that you have all the rights, power and authority necessary to grant the above license.

## **12. Software updates**

12.1 The Software which you use may automatically download and install updates from time to time from Texifter. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Texifter to deliver these to you) as part of your use of the Services.

## **13. Ending your relationship with Texifter**

13.1 Nothing in this Section shall affect Texifter's rights regarding provision of Services under Section 4 of the Terms.

13.2 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Texifter have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 20.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

## **14. EXCLUSION OF WARRANTIES**

14.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 14 AND 15, SHALL EXCLUDE OR LIMIT TEXIFTER'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

14.3 IN PARTICULAR, TEXIFTER, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

- a. YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,
- b. YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
- c. ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND
- d. THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

14.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY

RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

14.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TEXIFTER OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

14.6 TEXIFTER FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 USC 7101-7109.

## **15. LIMITATION OF LIABILITY**

15.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 14.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT TEXIFTER, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

a. ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY.. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

b. ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

I. ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;

II. ANY CHANGES WHICH TEXIFTER MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

III. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

IV. YOUR FAILURE TO PROVIDE TEXIFTER WITH ACCURATE ACCOUNT INFORMATION;

V. YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

15.2 THE LIMITATIONS ON TEXIFTER'S LIABILITY TO YOU IN PARAGRAPH 15.1 ABOVE SHALL APPLY WHETHER OR NOT TEXIFTER HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

15.3 For agreements between Texifter and an Agency as defined by 1.2, the Parties agree that nothing in the Limitation of Liability clause or elsewhere in this Terms of Service in any way grants Texifter a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law.

THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 USC 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75—PRICE REDUCTIONS, CLAUSE 52.212-4(H)—PATENT INDEMNIFICATION, AND GSAR 552.215-72—PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION.

## **16. Copyright and trade mark policies**

16.1 It is Texifter's policy to enforce upon notice of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminating the accounts of repeat infringers.

## **17. Advertisements**

17.1 Some of the Services may be supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.

17.2 The manner, mode and extent of advertising by Texifter on the Services are subject to change without specific notice to you.

17.3 In consideration for Texifter granting you access to and use of the Services, you agree that Texifter may place such advertising on the Services. Texifter warrants that no advertising will take place on pages within the Services that You are (i) logged into the Service with an account for that Service and (ii) your account for the Service is a paid account either through personal payment on the Service itself or through a negotiated license agreement with Texifter.

17.4 You may use the Services to promote and advertise that you are using Texifter's Services without explicit consent by Texifter for promotional and awareness campaigns to your clientele or constituents as long as (i) you do not claim to be affiliated with or use any of Texifter's trademarks or copyrighted material for your promotion; (ii) if you are acting on behalf of an Agency as defined in 1.2, the promotion via Texifter's Services relate to the Agency's mission; and (iii) if you are not acting on behalf of an Agency defined in 1.2, your promotion via Texifter's Services is related to the benefits others would gain from the use of Texifter's Services and not any other 3rd party not affiliated with Texifter.

## **18. Other content**

18.1 The Services may include hyperlinks to other web sites or content or resources. Texifter may have no control over any web sites or resources which are provided by companies or persons other than Texifter.

18.2 You acknowledge and agree that Texifter is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

18.3 You acknowledge and agree that Texifter is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

## **19. Changes to the Terms**

19.1 This Agreement may be modified only by signed written consent of the parties.

## **20. General legal terms**

20.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

20.2 The Terms govern your use of the Services (but excluding any services which Texifter may provide to you under a separate written agreement), and completely replace any prior agreements between you and Texifter in relation to the Services.

20.3 You agree that Texifter may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

20.4 You agree that if Texifter does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Texifter has the benefit of under any applicable law), this will not be taken to be a formal waiver of Texifter's rights and that those rights or remedies will still be available to Texifter.

20.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

20.6 You acknowledge and agree that each member of the group of companies of which Texifter is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

20.7 The Terms, and your relationship with Texifter under the Terms, shall be governed by the laws of the United States.

20.8 If you are acting on behalf of an Agency as defined in 1.2, then (i) all indemnification and damages provisions of this Terms of Service are including paragraph 5.6 are hereby waived. Liability of Texifter for any breach of these Terms of Service or this Agreement, or any claim arising from these Terms of Service or this Agreement, shall be determined by applicable federal law; and (ii) these terms shall be governed, interpreted and enforced in accordance with the federal laws of the United States of America.

20.9 For agreements between Texifter and an Agency as defined by 1.2, Texifter agrees that Your seals, trademarks, logos, service marks, trade names, and the fact that You have a presence on the Texifter site and use its services, shall not be used by Texifter in such a manner as to state or imply that Texifter's products or services are endorsed, sponsored or recommended by You or by any other element of the Federal Government, or are considered by these entities to be superior to any other products or services. Except for pages whose design and content is under the control of the Agency, or for links to or promotion of such pages, Texifter agrees not to display any Agency or government seals or logos on the Company's homepage or elsewhere on the Company Site, unless permission to do has been granted by the Agency or by other relevant federal government authority. Company may list the Agency's name in a publicly available customer list so long as the name is not displayed in a more prominent fashion than that of any other third party name.

20.10: For agreements between Texifter and an Agency as defined by 1.2, neither party may assign its obligations under this Amendment or Terms of Service to any third party without prior written consent of the other.

20.11 Security: For agreements between Texifter and an Agency as defined by 1.2, Texifter will, in good faith, exercise due diligence using generally accepted commercial business practices for IT security, to ensure that systems are operated and maintained in a secure manner, and that management, operational

and technical controls will be employed to ensure security of systems and data. Texifter agrees to provide Agency with audit certification upon the Agency's request. Recognizing the changing nature of the Web, Texifter will continuously work with users to ensure that its products and services meet users' requirements for the security of systems and data. Texifter agrees to discuss implementing additional security controls as deemed necessary by Agency to conform to the "Federal Information Security Management Act (FISMA)", 44 U.S.C. 3541 et seq..

20.12 Federal Records: For agreements between Texifter and an Agency as defined by 1.2, Agency acknowledges that use of Texifter's site and services may require management of Federal records. Agency and user-generated content may meet the definition of Federal records as determined by the agency. If the Texifter holds Federal records, the Agency and Texifter must manage Federal records in accordance with all applicable records management laws and regulations, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), and regulations of the National Archives and Records Administration (NARA) at 36 CFR Chapter XII Subchapter B). Managing the records includes, but is not limited to, secure storage, retrievability, and proper disposition of all Federal records including transfer of permanently valuable records to NARA in a format and manner acceptable to NARA at the time of transfer. The Agency is responsible for ensuring that the Company is compliant with applicable records management laws and regulations through the life and termination of the Agreement. Last updated: September 12, 2014

### **Privacy and Security Statement Information Collected**

We will not use the information collected from you in any way, shape, or form other than for use pertaining directly to this website. In addition, any other assets you provide us (including text, images, email addresses, etc.) will be held in the strictest confidence to the best of our ability. In addition, this service does not collect personally identifiable information about you except when you specifically provide the information on a voluntary basis.

### **Information Use**

Texifter, LLC. reserves the right to perform statistical analysis of user behavior and characteristics to measure interest in and the use of various areas of the DiscoverText web site. The web site does collect IP addresses, as well as access dates, times, browser type, and operating system type, within its web site logs. This data is only analyzed in aggregate form and no connection is made between you and the data recorded within your session.

### **Cookies**

A cookie is a small piece of information stored on the user's system that may contain various pieces of data in regard to the user's use of the web site. DiscoverText utilizes cookies to keep track of various session variables. If a user is logged in as registered user, cookies are utilized to keep track of the logged in state of the user, various access parameters, and other account-specific information. At no time is any personal information transmitted via, or stored within any cookies originating from this service.

### **General Security Policy**

Texifter, LLC. maintains security measures to protect visitor and registered user information, however Texifter, LLC. is not responsible for the leakage of any member or visitor information due to DiscoverText being hacked or other registered users and/or visitors tampering with the web site. Registered users assume the risk that any information submitted, however secure, may be illegally misappropriated by others. Texifter, LLC. agrees to fully cooperate with law enforcement officials to protect and retrieve any information that may be illegally misappropriated by others.

Texifter, LLC. will not be held liable in any manner for abuse or any unintended use of this service by a visitor to this web site, an account holder of this web site, or by any third party whatsoever. All account holders are responsible for keeping their user name and password secret. Texifter, LLC. discourages the practice of allowing multiple users to log on using the same username and password, and will not be held liable for any misappropriation or loss of data that results from such account sharing.

The policies outlined within this privacy and security policy are effective as of 11/11/2011. This statement and the policies outlined within are not intended to and do not create any contractual or other legal rights on the behalf of any party.