

1. REQUISITION NUMBER: 12PR-OFS-169
 PAGE OF: 1 / 33
 2. CONTRACT NO.: TOFS-12-C-0001
 3. AWARD/EFFECTIVE DATE:
 4. ORDER NUMBER:
 5. SOLICITATION NUMBER: TOFS-12-S-0008
 6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL: BEVERLY JOHNSON
 8. TELEPHONE NUMBER (No collect calls):
 9. OFFER DUE DATE/LOCAL TIME:

9. ISSUED BY: INTERNAL REVENUE SERVICE
 6009 OXON HILL ROAD
 SUITE 500
 OXON HILL MD 20745
 CODE: TDP-IRS
 10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 EDWOSB
 8(A)
 NAICS: 519190
 SIZE STANDARD: \$7.00

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE
 12. DISCOUNT TERMS:
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700):
 13b. RATING:
 14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: OFS
 DEPARTMENT OF THE TREASURY
 1500 PENNSYLVANIA AVE., N.W.
 WASHINGTON DC 20220
 16. ADMINISTERED BY: TDP-IRS
 INTERNAL REVENUE SERVICE
 6009 OXON HILL ROAD
 SUITE 500
 OXON HILL MD 20745

17a. CONTRACTOR/OFFEROR: SNL FINANCIAL LC
 ONE SNL PLAZA
 CHARLOTTEVILLE VA 22902-5130
 CODE: 610007825
 FACILITY CODE:
 18a. PAYMENT WILL BE MADE BY: ARC/ASD/APB
 CODE: ARC/ASD/APB
 ARC/ASD/APB
 ARC/ASD/APB, AVERY 3G
 PO BOX 1328
 ACCOUNTSPAYABLE@BPD.TREAS.GOV
 PARKERSBURG WV 26106-1328

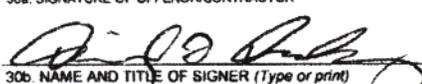
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER:
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|--|--------------|----------|----------------|------------|
| | IRS Office of Treasury Procurement Services (OTPS) is issuing this contract on behalf of Treasury Office of Financial Stability (OFS) for Data Subscription services for financial, regulatory, and market data and services. Accounting Info: OFS0128SE12XX-2012-610001-OFS1231110-2613-00000000 ---XX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX Period of Performance: 09/30/2012 to 09/29/2013 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | |

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$180,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND ARE ARE NOT ATTACHED.
 X 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.
 X 29. AWARD OF CONTRACT: SNL FINANCIAL, LC OFFER DATED 09/21/2012. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: 
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): 

30b. NAME AND TITLE OF SIGNER (Type or print): DANIEL O'NEIL, CHIEF CONTRACTS OFFICER
 30c. DATE SIGNED: SEP. 28, 2012
 31b. NAME OF CONTRACTING OFFICER (Type or print): BEVERLY P. JOHNSON
 31c. DATE SIGNED: 9-28-12

CONTINUATION BLOCK

SECTION A - GENERAL INFORMATION

Contracting Officer

Beverly P. Johnson
202-283-5049 (p)
Beverly.Johnson@irs.gov

Contracting Officer Representative

Donna Shackelford
202-927-9615 (p)
Donna.Shackelford@treasury.gov

Alternate Contracting Officer Representative

Tammy McClain
202-927-9624 (p)
Tammy.McClain@treasury.gov

SECTION B – TYPE OF CONTRACT AND COST BREAKDOWN

This is a Firm-Fixed Price (FFP) contract with a price of \$180,000.00.

SECTION B – CONTRACTOR'S PROPOSAL

The Contractor's proposal dated 09/21/2012, revised price received 09/27/2012, and SNL negotiated Master Subscription Agreement (MSA), are incorporated by reference and made a part of this contract.

SECTION C – CONTRACT SCOPE OF WORK

DEPARTMENT OF TREASURY SNL FINANCIAL LC STATEMENT OF WORK (SOW)

1. **OBJECTIVE**

The objective is to provide financial, regulatory, and market data and services in assisting Treasury in tracking TARP Participants and developments in the financial industry.

Therefore, the financial, regulatory and market data and information will be used by Treasury to value its diverse portfolio of assets and securities (e.g., preferred stock, subordinated debt, and warrants acquired by the Capital Purchase Program (CPP) and perform financial analysis of the CPP as well as other EESA related Treasury Programs.

2. **BACKGROUND**

The Department of Treasury requires a subscription for financial, regulatory, and market data and services. The subscription shall provide aggregated information and data on the financial industry and institutions (including but not limited to banks, insurance companies, real estate companies, broker-dealers, and asset managers) of the United States which is needed by Treasury to formulate financial models and perform analysis of programs instituted pursuant to Emergency Economic Stabilization Act of 2008 (EESA). Services shall include providing general market information and financial and regulatory data on the specific institutions participating in the Troubled Assets Relief Program (TARP) (hereinafter “TARP Participants”), as well as other institutions (including but not limited to banks, insurance companies, real estate companies, broker-dealers, and asset managers) that are in the same or similar business as the specific TARP Participants (hereinafter “Other Institutions”).

3. **SCOPE**

Treasury’s requirements consist of the Contractor finding available U.S. data sources to call reports, press releases, capital solicitations, industry analyst research, and regulatory data and filings (including state regulatory data for the insurance and various other regulatory data from the Securities and Exchange Commission (SEC), Office of Thrift Supervision (OTS), Federal Deposit Insurance Corporation (FDIC), Office of the Comptroller of Currency (OCC), and Federal Reserve Board (FED) to gather and provide public financial and regulatory information and data for TARP Participants and Other Institutions for at least the past 18 years, as well as financial, regulatory, and market information and data for TARP Participants and Other Institutions for at least the past 18 years for the time period of any resultant contract.

4. **DESCRIPTION OF TASKS**

The contractor shall provide Treasury access to a World Wide Web-based Business Information Data Subscription services which will provide OFS program personnel aggregated information and data on the financial industry and institutions that will allow Treasury to formulate financial models and perform analysis as follows:

- 4.1 The Contractor shall determine the specific types of public available information and provide the data in a usable way. This data shall be easily accessible and readily available to the Government via a website provided by the Contractor. The

website must report dynamic data and be accessible to up to 100 users at the same time. Any data provided shall also be easily downloadable into MS Excel 2007. The Contractor shall be responsible for sourcing the data and all data should be updated as often as the public data becomes updated (e.g., quarterly for financial or regulatory data or daily for market data). In addition, the Contractor shall determine how to cull, condense, extract and present all data and news sources in order to keep Treasury apprised of all the latest news and information related to TARP Participants and Other Institutions.

- 4.2 The Contractor shall provide: (a) a continuously updated list of TARP Participants based on readily available public information (e.g., information provided at Financialstability.gov), (b) historical financial and regulatory data for TARP Participants and Other Institutions for at least the past 18 years, and (c) current market and financial news and information, as well as financial and regulatory data, to keep Treasury apprised of the latest events and transactions taking place in the market, including the latest news and information related to TARP Participants and Other Institutions. The historical data and current financial and regulatory data provided by the Contractor shall include financial information (e.g., SEC Filings) and regulatory data (e.g., Call Reports, Thrift Financial Reports, and state regulatory data for insurance companies) for banks, insurance companies, and other financial institutions to asset managers and broker-dealers, to support Treasury's analysis of TARP Participants or potential participants. The subscription must allow the Government to aggregate large amounts of data quickly (within a reasonable time depending on the scope and data with assistance provided by the Contractor if needed).
- 4.3 The Contractor must provide financial data (GAAP and Regulatory data) on Commercial Banks, Thrifts and Credit Unions since 1990. Regulatory data includes Call Reports, Y9s, Thrift Financial Reports (TFR) and Financial Performance Reports (FPR) for Credit Unions.
- 4.4 The Contractor must provide additional critical data used in analysis of financial service institutions including asset quality ratios, capital adequacy ratios, M&A history, capital offerings, deposit market share, officer and director information, executive compensation data, news, transcripts, investor presentations, SEC filings, and press releases.
- 4.5 The Contractor must provide the functionality to consolidate data and download into the MS Excel suite and customize in a presentation format (custom report creation as a PDF file)
- 4.6 The Contractor must provide custom mapping tools and demographic data (e.g., MSA
- 4.7 level population and income data), including deposit and branch level data on financial institutions.

- 4.8 The Contractor must provide merger modeling functionality.
- 4.9 The Contractor must provide regulatory enforcement action data for depositories.
- 4.10 The Contractor must provide peer groupings and analysis for depositories.
- 4.11 The Contractor must track TARP participants and present data in a consolidated form.
- 4.12 The Contractor must have an Excel add-in which pulls requested bank data directly into Excel Spreadsheets. The add-in must:
 - 4.12.1 Have the functionality to pull ad-hoc queries of banking data.
 - 4.12.2 Provide a template library to be used with the Excel add-in. The template library must have various pre-made Excel models and reports used in the analysis of financial institutions.
 - 4.12.3 Provide a refresh function to update existing data in existing spreadsheets.
- 4.13 The Contractor must have a telephone line or live chat function for immediate customer support.
- 4.14 The Contractor must provide a web-based “Knowledge Center” for educational materials (including white papers, training slideshows, audio seminars, etc.) regarding the developments in the banking and finance industries
- 4.15 The Contractor must provide current and historical market share data, including the number of branches, at the State, MSA, County, and City levels.
- 4.16 The Contractor must provide data on bank failures, including terms of FDIC assisted transactions.
- 4.17 The Contractor must provide fully customizable off-the-shelf M&A and bank valuation models.
- 4.18 The Contractor must provide the functionality to create portfolios of institutions with the ability to track all filings, press releases, and other news that are available on the contractor’s system and related to institutions within these portfolios.

4 SCHEDULE OF DELIVERABLES

| Tasks | Deliverable | Due Date |
|-------|---|-----------|
| 4.1 | Financial data (GAAP and Regulatory data) on Commercial Banks, Thrifts and Credit Unions since 1990 | As Needed |
| 4.2 | Data on financial service institutions including M&A history, capital offerings, | As Needed |

| | | |
|--------------------------|---|-----------|
| | deposit market share, officers and directors, compensation, news, transcripts, presentations, SEC filings, and press releases | |
| 4.3 and 4.4 | Custom mapping tools and demographic data, including deposit and branch level data on financial institutions | As Needed |
| 4.6 | Depository data regarding enforcement actions and TARP participation | As Needed |
| 4.7 | Peer grouping and analysis functionality | As Needed |
| 4.9, 4.91, 4.92 and 4.93 | Excel Add-in, including ability to perform ad-hoc queries and reports, functionality of template library, and refresh functionality | As Needed |
| 4.11 | Customer support and availability of educational materials designed to inform users of the functionality of the product and the financial services industry | As Needed |
| 4.12 | Market share data at the State, MSA, County, and City levels | As Needed |
| 4.13 | Data on bank failures, including terms of FDIC assisted transactions | As Needed |
| 4.14 | Fully customizable off the shelf M&A and bank valuation models | As Needed |
| 4.15 | Ability to create custom portfolio in order to track all filings, press releases, and other news related to specified institutions | As Needed |

4 **PLACE OF PERFORMANCE**

The contractor will be expected to perform work off-site.

5 **PERIOD OF PERFORMANCE**

The period of performance of this Contract will be for a one (1) year from September 30, 2012 through September 29, 2013.

6 **NUMBERS OF USERS**

The contractor shall ensure their data subscription provides access to an unlimited number of persons supporting OFS for each subscription period of twelve (12) months, as options are executed.

7 **GOVERNMENT FURNISHED INFORMATION AND RESOURCES**

Government furnished information (e.g., documents, materials, reports, etc.) may be provided in conjunction with required performance under this contract as determined by OFS. At the written request of the Government, the Contractor will immediately return any documents provided by the Government for the Contractor's use to complete the assigned tasks under this contract. If not requested, the Contractor will continue to abide FAR Part 45 until completion of the contract.

8 **KEY PERSONNEL**

A Project Manager/Account Representative shall be designated for this requirement.

- a. The Contractor's designated Project Manager/Account Representative for this contract is:

Name: Kent Reardon
Office No: 434-951-7573 Fax No: 434-984-8020
E-Mail Address: kreardon@snl.com

- b. The Project Manager/Account Representative shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COR to discuss problem areas as they occur. The Project Manager/Account Representative or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

(End of Statement of Work)

SECTION D – PACKAGING AND MARKING

See Item 4 of the Statement of Work in Section C

SECTION E – INSPECTION AND ACCEPTANCE

Final inspection and acceptance of all work, performance, reports and other deliverables under this contract shall be performed by the COR at the location specified in the contract.

SECTION F - DELIVERIES OR PERFORMANCE

The period of performance is for twelve-months starting 09/30/2012 through 09/29/2013.

SECTION G – CONTRACT ADMINISTRATION DATA

The Department of Treasury Points of Contact designated for this contract are:

Contracting Officer

Beverly P. Johnson
202-283-5049 (p)
Beverly.Johnson@irs.gov

Contracting Officer Representative

Donna Shackelford
202-927-9615 (p)
Donna.Shackelford@treasury.gov

Alternate Contracting Officer Representative

Tammy McClain
202-927-9624 (p)
Tammy.McClain@treasury.gov

The Contracting Officer (CO) is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, and/or modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

The Contracting Officer Representative (COR) will be hereby designated to monitor the performance of this contract on behalf of the Government. The COR will provide no supervisory or instructional assistance to Contractor personnel. The COR's function is

primarily to provide the Contractor with working data. The COR is not empowered to make any commitments, nor authorized to make any changes, which affect prices, terms, or delivery as specified on this order. Any such proposed changes shall be brought to the immediate attention of the Contracting Officer for action. The acceptance of any change by the Contractor without specific approval and written consent of the Contracting Officer will be at the Contractor's own risk.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

1052.239.9010 SECTION 508 SERVICES (SEP 2006)

All contracts, solicitations, purchase orders, delivery orders and interagency agreements that contain a requirement of services which will result in the delivery of a new or updated electronic and information technology (EIT) item/product must conform to the applicable provisions of the appropriate technical standards in 36 CFR 1194, Subpart B, and functional performance criteria in 36 CFR 1194.31, Subpart C, unless an agency exception to this requirement exists.

The following technical standards and provisions have been determined to be applicable to this contract:

1194.21, Software applications and operating systems.
 (a) (b) (c) (d) (e) (f) (g) (h) (i)
 (j) (k) (l)

1194.22, Web-based intranet and internet information and applications.
 (a) (b) (c) (d) (e) (f) (g) (h) (i)
 (j) (k) (l) (m) (n) (o) (p)

1194.23, Telecommunications products.
 (a) (b) (c) (d) (e) (f) (g) (h) (i)
 (j) (k) - (k:1) (k:2) (k:3) (k:4)

1194.24, Video and multimedia products.
 (a) (b) (c) (d) (e)

1194.25, Self contained, closed products.
 (a) (b) (c) (d) (e) (f) (g) (h) (i) (j)

194.26, Desktop and portable computers.
 (a) (b) (c) (d)

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be

compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The following functional performance criteria (36 CFR 1194.31) apply to this contract.

X (a) At least one mode of operations and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.

X (b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.

X (c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.

X (d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.

X (e) At least one mode of operation and information retrieval that does not require speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.

X (f) At least one mode of operation and information retrieval that does not require fine motor or simultaneous actions and that is operable with limited reach and strength shall be provided.

SECTION I - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUL 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (11) [Reserved]

___ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

X (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

X (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program—
Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10
U.S.C. 2323).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business
Set-Aside (Nov 2011) (15 U.S.C. 657f).

X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr
2012) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged
Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C.
637(m)).

___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business
(WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C.
637(m)).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies
(Mar 2012) (E.O. 13126).

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C.
4212).

X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct
2010) (29 U.S.C. 793).

___ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C.
4212).

X (33) 52.222-40, Notification of Employee Rights Under the National Labor
Relations Act (Dec 2010) (E.O. 13496).

___ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive
Order 12989). (Not applicable to the acquisition of commercially available off-
the-shelf items or certain other types of commercial items as prescribed in
22.1803.)

___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (May 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

___ (ii) Alternate I (Mar 2012) of 52.225-3.

___ (iii) Alternate II (Mar 2012) of 52.225-3.

___ (iv) Alternate III (Mar 2012) of 52.225-3.

X (41) 52.225-5, Trade Agreements (May 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

X (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
 - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)
 - (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - ___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
 - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
 - (xii) 52.222-54, Employment Eligibility Verification (Jul 2012).
 - (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (Dec 2007)

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b) (1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be—

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

Notice--Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. TOFS-12-C-0001.

**1052.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR)
APPOINTMENT AND AUTHORITY AUG 2011**

(a) The COR is Donna Shackleford

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;

(2) Constitutes a change as defined in the clause entitled "Changes";

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

1052.210-70 CONTRACTOR PUBLICITY AUG 2011

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer.

Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

1052.239-9008 SECTION 508 INFORMATION, DOCUMENTATION AND SUPPORT (SEP 2006)

In accordance with 36 CFR 1194, Subpart D, the electronic information technology (EIT) products and product support services furnished in performance of this contract shall be documented to indicate the current conformance level with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards. At no time during the performance of the award shall the level of conformance go below the level of conformance in place at the time of award. At no additional cost, the contractor shall provide information, documentation, and support relative to the supplies and services as described in Section J, Attachment [Fill in]. The contractor shall maintain this detailed listing of compliant products for the full contract term, including forms of extensions, and shall ensure that it is current within five calendar days after award and within three calendar days of changes in products being utilized as follows:

- (a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.
- (b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.
- (c) Support services for products shall accommodate the communication needs of end-users with disabilities.

1052.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (DATE TBD)

- (a) Definitions. As used in this clause--

(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.

(2) [Reserved]

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Internet Payment Platform (IPP). Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

IR1052.232-7003 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS FOR THE INVOICE PROCESSING PLATFORM (IPP) (AUG 2012)

(a) Definitions:

"Short payment" as used in this clause means an invoice that includes the cost or price for supplies or services delivered or performed, as well as the cost or price for supplies or services not yet tendered to the Government in accordance with the terms of the contract, order or agreement.

"Short payment" example: The contract requires the delivery of a set number of items, with the price, delivery location, and delivery due date also specified. The vendor delivers 50% of the items as specified but invoices for 100% of the items. Before implementation of the IPP, the IRS would have paid the vendor for the items delivered and instructed the vendor to re-invoice the IRS when the balances of the items were delivered. In other words, the IRS would "short pay" the invoice since the IRS did not remit payment for the full invoice amount. With implementation of the IPP, the IRS can no longer do this because the IRS cannot accept an electronic invoice that includes items not yet received. The IRS will reject the invoice. The vendor needs to submit an invoice for only the items received by the IRS (in this case, 50%), and, assuming that these items meet all other contract terms and conditions, the IRS will pay the invoiced amount. The vendor submits subsequent invoice(s) for items as they are delivered and accepted.

(b) The *Invoice Processing Platform (IPP)* is a secure Web-based electronic invoicing and payment information service available to all Federal agencies and their suppliers. Effective October 1, 2012, invoicing for payment through the IPP will be mandatory for all new contract awards. Additional information regarding the IPP may be found at the IPP website address <https://www.ipp.gov>. Contractors must complete the contractor point of contact information below, and submit it with their proposal submissions. Contractors may contact the IPP Helpdesk for assistance via e-mail

at ippgroup@bos.frb.org or via phone at (866) 973-3131. Once a contract award has been made, the contractor will be contacted by the IPP via e-mail to set-up an account. It will be necessary for contractors to login to their IPP accounts every 90 days to keep their IPP accounts active.

(c) Contractor Point of Contact Information

Contractor Name:

SNL Financial LC

Contractor IPP Point of Contact Name:

Kent Reardon

Contractor Phone Number:

212-542-8035

Contractor E-mail Address:

kreardon@snl.com

(d) Electronic Invoicing and Payment Requirements

Vendor invoices submitted electronically through the IPP should be in the proper format and contain the information required for payment processing. In order to be approved for payment, a “proper invoice” must list the items specified in FAR 52.232-25 (a)(3)(i) through (a)(3)(x), or in the case of a Commercial Item Contract, the items included in 52.212-4(g)(1)(i) through (g)(1)(x).

Under this contract, the following documents are required to be submitted as an attachment to the invoice:

NA

(e) Payment and Invoice Questions

For payment and invoice questions, contact the Beckley Finance Center at (304) 254-3372 or via e-mail at cfo.bfc.ipp.customer.support@irs.gov.

(f) Waiver

If the Contractor is unable to use the IPP for submitting payment requests starting on October 1, 2012, then a waiver form must be completed and submitted with the

contractor's proposal submission for review and approval by the Contracting Officer based on one of the conditions listed in the waiver form included as Attachment 1 to this clause. The vendor will be notified prior to award as to whether their request for waiver has been approved or denied. If the waiver is granted, then a copy of the waiver must be submitted with each paper invoice that the vendor submits to the payment office or the invoice will be returned.

(g) Short Payment

Short payment on vendor submitted invoices will no longer be processed or paid. If any portion of the invoice does not meet the requirements for a proper invoice, the entire invoice shall be rejected and returned to the vendor unpaid.

(End of Clause)

Internal Revenue Service (IRS) Invoice Processing Platform (IPP) Waiver Form

The IRS invoicing and payment requirements clause (IR1052.232-7003) requires that all invoices under awards made (or effective) on or after October 1, 2012, be submitted electronically via the IPP unless a waiver is requested and granted. If the Contractor is unable to submit its invoice through the IPP, the Contractor shall complete this waiver form indicating the reason for the waiver request by selecting the appropriate box below and providing a narrative summarizing in detail the circumstances requiring a waiver. For a solicitation, submit the waiver form with the proposal submission. For a modification that incorporates the IPP clause into an existing contract, submit the form with the modification. The CO will notify the vendor via e-mail or another appropriate means of communication prior to award as to whether their waiver has been approved or denied. If the waiver is granted, then a copy of the approved waiver must be submitted with each invoice that the vendor submits to the payment office or the invoice will be returned.

Reason for requesting a waiver of the requirement to submit an electronic invoice via the IPP:

1. Submission of invoices through IPP would impose a hardship on an individual (includes employees and sole proprietors) due to: either a physical or mental disability; a geographic, language, or literacy barrier; or an undue financial burden. The requirement to submit invoices through the IPP is automatically waived for all individuals who do not have payment capability using ACH with a U.S. financial institution.
2. The political, financial or communications infrastructure where the place of business is located does not support access to the IPP for submitting invoices electronically.
3. The contractor is located within an area designated by the President of the United States or an authorized agency administration as a disaster area. (Please identify area/location).

4. The submission of invoices electronically may pose a threat to national security, the life or physical safety of an individual may be endangered, or a law enforcement action may be compromised.
5. The agency does not expect to receive more than one invoice from the same contractor within a one-year period. i.e., the invoice submission is non-recurring.
6. The contractor customarily submits a high volume of invoices on a regular basis via file format, not currently supported by the IPP (i.e., uses a file format other than XML or CSV) and the high volume of invoices would cause a significant burden to the contractor if submitted through the IPP individually. If utilizing this exception, please identify the file formats supported by your invoicing system so that the IPP may consider implementing the requested file format at a later date. File format(s) used: _____.
7. Other - Please explain _____

Attach a separate sheet of paper with a summary narrative substantiating the circumstances for the waiver exception selected from above (1 through 7).

Waiver Submitted By:

Contractor Name

Name of Person Submitting Request for Waiver

Title

Signature of Person Submitting Request for Waiver
(electronic signature not acceptable)

E-mail Address
No.

Phone

Contract/Order No.
Submitted

Date

Waiver Approved By:

Contracting Officer's Name Printed

Contracting Officer's Signature
(electronic signature is not acceptable)

Date

SECTION J - ATTACHMENTS

Attachment A – SNL Master Subscription Plan (MSA) 8 pages

SNL MASTER SUBSCRIPTION AGREEMENT

CAREFULLY READ THIS AGREEMENT BEFORE ORDERING OR USING THE "LICENSED MATERIALS" (AS DEFINED BELOW). YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY EXECUTING AND SUBMITTING AN SNL QUOTATION FOR SERVICES FOR A SUBSCRIPTION TO THE LICENSED MATERIALS OR, AS APPLICABLE, BY SUBMITTING PAYMENT IN RESPONSE TO A "RENEWAL NOTICE" (AS DEFINED BELOW) FOR A SUBSCRIPTION. IF AT ANY TIME YOU NO LONGER AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU MAY NO LONGER USE LICENSED MATERIALS IN YOUR POSSESSION, AND MUST DELETE ANY LICENSED MATERIALS THAT ARE STORED ON ANY COMPUTER IN YOUR POSSESSION.

This Agreement ("Agreement") is made by and between SNL Financial LC, a Virginia limited liability company ("SNL"), and the specific person or entity identified as the Licensee in the associated Quotation for Services or, as applicable, Renewal Notice ("Licensee"). This Agreement consists of this SNL Master Subscription Agreement, the Quotation for Services ("Quotation") signed by Licensee and submitted to SNL (or, as appropriate, an accepted Renewal Notice as defined below), and any other agreement or notice referenced in the Quotation or Renewal Notice to which Licensee has access. This Agreement and the initial term shall be effective as of the day SNL provides the Licensee a password for accessing the Licensed Materials ("Effective Date"), unless otherwise specified in the Quotation. In exchange for the covenants exchanged herein and for other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Scope.

a) Authorized User. The rights granted herein are granted only to Licensee, and do not extend to Licensee's shareholders, parents, subsidiaries, affiliates or other related entities or persons not included in the definition of Licensee on the Quotation. Such related affiliates and persons must execute a separate subscription agreement in order to use the Licensed Materials. The rights and obligations of this Agreement shall run to the named parties, their successors in interest, authorized assigns and insurers and reinsurers.

b) Licensed Materials. The "Licensed Materials" covered by this Agreement consist of electronic publications and associated databases (including any components provided by third-party suppliers), software, interfaces and documentation as defined in the Quotation. Unless the parties expressly agree to the contrary by written instrument signed by their duly authorized representatives, this Agreement does not govern the distribution or use of goods, services or titles distributed by SNL other than as described in the Quotation.

c) Reservation For Future Offerings.

(i) Notwithstanding the provisions of Subsection 1(b), SNL may, at any time and in its sole discretion, condition the further distribution of new titles or types of Licensed Materials on new or different subscription and license terms; provided, however, that (a) Licensee shall continue to receive the Licensed Materials to which it subscribed during the balance of the then-applicable subscription term, subject to the limitations of Subsection 1(c)(ii) below; and (b) this Agreement shall continue to govern Licensee's rights to use any Licensed Materials subscribed to under this Agreement for the balance of the then-applicable initial or renewal term.

(ii) SNL reserves the further right, in its sole discretion and without prior notice to Licensee, to modify, augment, segment, reformat, reconfigure or otherwise alter any Licensed Materials in the course of any subscription term, but covenants that in the event of any such action it shall provide to Licensee for the balance of such subscription term comparable Licensed Materials. SNL shall provide Licensee with reasonably contemporaneous notice of any material changes to the Licensed Materials.

2. Procedure for Licensing the Licensed Materials.

a) Initial Subscription. Based on information provided by Licensee, SNL shall deliver to Licensee a Quotation which Licensee may accept to subscribe to particular Licensed Materials in accordance with the terms set forth therein. The Quotation shall identify the Licensed Materials to be provided, applicable subscription fees for the initial term, and other applicable terms and conditions. To subscribe to the Licensed Materials, Licensee must submit to SNL such Quotation. Executing and submitting the Quotation constitutes

agreement by Licensee to subscribe to the Licensed Materials in accordance with the terms in the Quotation and the terms of this Agreement. In the event of a conflict between the Quotation and this Agreement, the Quotation will control. The person executing the Quotation on behalf of Licensee represents and warrants that he/she does so with the authority to bind Licensee by executing and submitting such documents. Payments shall be in accordance with the prompt payment act.

b) Renewal. Approximately forty-five (45) calendar days in advance of the expiration of any term, SNL may send to Licensee a statement for renewal ("Renewal Notice") for the following renewal term (one-year, unless otherwise stated in the Renewal Notice), which Renewal Notice may set forth additional terms and prices in the same manner as in the initial Quotation described in Section 2(a). Payment of the fee specified in the Renewal Notice upon the expiration of the then-applicable term constitutes acceptance of SNL's offer to renew the subscription in accordance with the terms of the Renewal Notice as tendered to Licensee and this Agreement (or, as applicable, any additional or different agreement or notice provided with or referenced in the Renewal Notice to which Licensee is given access). SNL expressly rejects any additional or different terms, including but not limited to terms added or appended to the Renewal Notice by Licensee.

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c) LIMITATION OF LIABILITY. IN NO EVENT SHALL SNL OR ITS THIRD PARTY PROVIDERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION) WHETHER BASED ON CONTRACT, TORT, OR OTHER LEGAL THEORY, IN CONNECTION WITH THIS AGREEMENT OR THE USE OR INABILITY TO USE THE LICENSED MATERIALS.

d) LIMITATION OF REMEDY. EXCEPT FOR SNL'S OBLIGATION TO INDEMNIFY IN SECTION 8, IN NO EVENT SHALL SNL'S OR ITS THIRD PARTY PROVIDERS' MONETARY LIABILITY TO LICENSEE IN

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7. Licensee's Responsibilities and Obligations. In addition to its obligations set forth elsewhere in this Agreement, Licensee agrees to the following responsibilities and obligations:

a) Passwords. Licensee agrees to assume sole responsibility for the security of any passwords issued by SNL to Licensee for accessing the Licensed Materials ("Passwords"). Passwords are subject to cancellation or suspension by SNL due to inactivity or at any time that SNL has a reasonable belief that such Passwords are being misused. The reissuance or reactivation of any Passwords shall be upon the mutual agreement of SNL and Licensee. If Licensee believes that someone other than the appropriate user is using any Password, or that a user is misusing any Password or the Licensed Materials, Licensee must notify SNL immediately.

b) Installation Obligations. Licensee is solely responsible for: (i) determining whether the Licensed Materials and its use will achieve the results Licensee desires; (ii) procuring, installing, and maintaining any and all equipment, hardware, and software, all data transmission and other connectivity services (including any wiring, fees and other charges, and network services); and (iii) selecting users qualified to access and use the Licensed Materials.

8. Indemnity.

a) SNL shall indemnify Licensee and hold it harmless against all claims, causes of action, judgments, damages, fines or expenses (including reasonable attorneys' fees) arising from a third party claim that Licensee's use of the Licensed Materials in accordance with this Agreement infringes upon or otherwise violates such third-party's patent, copyright, trade secret or other intellectual property rights.

9. Term and Termination.

a) Unless terminated as provided for herein, this Agreement and the license granted herein shall run for a one (1) year term commencing on the Effective Date, unless otherwise stated in the Quotation and, upon Licensee's agreement to renew as provided for in Section 2, for one or more renewal terms.

a) This Agreement and the license granted herein shall run for a one (1) year term commencing on the Effective Date, unless otherwise stated in the Quotation and, upon Licensee's agreement to renew as provided for in Section 2. Termination shall be in accordance with the Federal Acquisition Regulation (FAR).

b) Reserved

c) Reserved

d) Termination or expiration of this Agreement shall cause termination or expiration of all licenses granted herein, except as provided in Section 9(e). However, termination or expiration of this Agreement shall not relieve Licensee of its obligation to pay all amounts due pursuant to invoices issued under this Agreement.

e) Upon termination or expiration of this Agreement, Licensee shall immediately cease accessing the Licensed Materials, except as otherwise provided herein, through Licensor's electronic databases. Licensee may not make any use of the electronic databases provided during a subscription term after termination or expiration of that subscription. SNL may, upon termination, terminate Licensee's access and use of Licensed Materials by canceling passwords. Licensee may however retain, use, modify, distribute, and publish print and electronic copies of Work Product generated prior to the termination or expiration of this Agreement, including Work Product that contains, incorporates or references portions of the Licensed Materials. Licensee may also create new work based on Licensed Materials obtained during the term of this Agreement, including work that contains, incorporates, or references portions of the Licensed Materials. Licensee's use and creation of new work is subject to Licensee's compliance with the terms of Section 4 herein. Licensee is not required to collect, recover, return, or destroy any Work Product, or to purge, scrub or otherwise redact any portions of the Licensed Materials contained in any Work Product.

10. General Terms.

a) Entire Agreement. This Agreement including the associated accepted Quotation or, as applicable, Renewal Notice, the Purchase Order, and the Federal Acquisition Regulation (FAR) constitute the entire agreement between the parties with respect to its subject matter, and this Agreement supersedes all prior agreements, understandings and representations made by and between the parties with respect to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed or electronically agreed to by the authorized representatives of each party.

b) Waiver. The failure to enforce or delay in enforcing any term of this Agreement shall not constitute a waiver of that or any other term, nor shall it give rise to any defense of acquiescence, waiver, or any other legal or equitable defense. No inference of waiver may be drawn from any failure, refusal, neglect, delay, waiver forbearance or omission of any party to exercise any right under this Agreement or to insist upon full compliance by the other party with its duties, obligations, or restrictions hereunder.

c) Non-Assignment. Neither party may assign or transfer this Agreement or its rights or obligations to another party without the express prior written consent of the non-assigning party, except that SNL may assign this Agreement in accordance with FAR 42.1204 to a successor in interest which acquires substantially all of the assets or ownership of SNL.

d) Force Majeure. In accordance with FAR 52.2J2-4(f), SNL shall have no liability whatsoever for interruptions of service or other breach of this Agreement due to circumstances beyond its control that prevent or hinder SNL from performing its obligations.

e) Dispute Resolution.

(i) This Agreement shall be governed and construed by the laws of the United States.

(ii) Any disputes shall be resolved in accordance with the federal Acquisition Regulation (FAR) and the Contract Disputes Act.

f) Should any term of this Agreement be finally held by a court of competent jurisdiction to be invalid, unenforceable, and void or otherwise contrary to law or equity, the parties agree that such provision shall be automatically severed and the remainder of this Agreement that can be given effect shall continue to be given effect.

g) The provisions of Sections 3, 4(b), 5, 6, 8, 9(e), 10, 11, 12, 13 and 14 shall survive the termination or expiration of this Agreement. Any other obligations under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

h) The headings of this Agreement are intended for the convenience of the reader and shall not alter the substance of any provision.

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d) Licensee agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.

12. Additional Terms Related to S&P Ratings and Related Items

a) Licensee agrees and acknowledges that the S&P Ratings and related items ("S&P Services") are and shall remain valuable intellectual property owned by, or licensed to, Standard & Poor's Financial Services LLC ("S&P"), and that no proprietary rights are being transferred to Licensee in such materials or in any of the information contained therein.

b) Licensee agrees that Licensee shall not publish or distribute in any medium the S&P Services or any information contained therein or summaries or subsets thereof to any person or entity except as may be permitted in a separate license agreement between Licensee and S&P. Licensee further agrees that the use of information from the S&P Services through the Licensed Materials is not intended to serve in any way as a substitute for a license and/or service directly from S&P. Licensee shall not use or permit anyone to use the information or software provided through the Licensed Materials for any unlawful or unauthorized purpose.

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