ORDER FOR SUPPLIES OR SERVICES

1. DATE OF ORDER 10/28/2010
2. CONTRACT NO. (If any) GS-00Q-08BD0045
3. ORDER NO. DOC4PAPT1102018
4. REQUISITION/REFERENCE NO. 289F1150075
5. ISSUING OFFICE (Address correspondence to)
   Office of Procurement, US Patent and Trademark Office, Attn: MS 6, Office of Procurement, P.O. Box 1450, Alexandria, VA 22313-1450

6. SHIP TO:
   NAME OF CONSIGNEE
   STREET ADDRESS
   CITY
   STATE
   ZIP CODE

7. TO:
   NAME OF CONTRACTOR
   NAME OF COMPANY

8. TYPE OF ORDER
   a. PURCHASE
   b. DELIVERY – Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
   See line detail

10. REQUISITIONING OFFICE
    OCIO/AED/Patent Systems Division, US Patent and Trademark Office, 600 Dulany Street, MDW-6A54, Alexandria, VA 22314

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
    a. SMALL
    b. OTHER THAN SMALL
    c. DISADVANTAGED
    d. WOMEN-OWNED
    e. HUBZone
    f. EMERGING SMALL BUSINESS

12. F.O.B. POINT
    Destination

13. PLACE OF
    a. INSPECTION
    b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT OR BEFORE (Date)

16. DISCOUNT TERMS
    0 Days: 0.00 %
    0 Days: 0.00 %
    0 Days: 0.00 %

17. SCHEDULE (See reverse for Rejections)

18. SHIPPING POINT
    See Section B

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

21. MAIL INVOICE TO: (571) 272-8400

22. UNITED STATES OF AMERICA 811 (Signature)

23. NAME (Typed)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2008)
Prescribed by GSA/FAR 48 CFR 53.213(f)
# Section B - Supplies or Services and Prices/Costs

**COTR:** Long Ung (571) 272-5180  
**TOM:** John Sheers (571) 272-5568  
**POP:** November 1, 2010 - February 18, 2011.

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Contractor shall provide a prototype/architectural solution in accordance with its proposal dated August 5, 2010 and as revised October 20, 2010.

Accounting and Appropriations Data:

Accounting and Funding Total:
Section I - Contract Clauses

52.209-8 Updates Of Information Regarding Responsibility Matters (Apr 2010)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by entering the required information in the Central Contractor Registration database at http://www.ccr.gov (see 52.204-7).

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor’s record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) With the exception of the Contractor, only Government personnel and authorized users performing business on behalf of the Government will be able to view the Contractor’s record in the system. Public requests for system information will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

PTO-03 USPTO/Invoices

These terms and conditions incorporate new Central Contractor Registration (CCR) requirements. Contractors shall include their DUNS number (or DUNS+4, whichever is appropriate) on all invoices. Failure to do so may result in processing delays.

PTO-04 Security Clause

ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the right of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required per each individual task order. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operations of the facility. The Government reserves the right to require contractor personnel to sign in upon ingress or sign out upon egress to and from the Government facility.

DUPICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the USPTO, or to which the Contractor will have access as a result of this contract, is prohibited. It is understood that throughout performance of the contract, the Contractor may have access to confidential data which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretation thereof or data derivative therefrom, to unauthorized parties in contravention of these provisions, without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

GOVERNMENT FURNISHED DATA (IF APPLICABLE)

The Government shall deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as specified in each task order(s).

Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract. Upon completion of or termination of this contract, the Contractor shall return to the Government all GFD.

RIGHTS IN DATA (IF APPLICABLE)

The Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, “software first produced in the performance of this contract" shall include, but not be limited to the following: non-COTS com-
puter program developed or previously developed and implemented by the Contractor in the performance of this contract, related computer data bases and documentation thereof, source code, object code, algorithms, library code, library routine, and technical data of all software first produced in the performance of this contract. For the purpose of this clause, “unlimited rights” shall mean the right of the USPTO, at no extra cost to the USPTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

SECRECY AND USE OF PATENT INFORMATION

Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-know basis.

The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished to the Contractor by the Government, or obtained by the Contractor from the Government, except performing the requirements of this contract.

Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or of patent application folders. All processing, storage, or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO.

All personnel having access to patent application files or data or information concerning the same, must take the following affirmation, signed in writing:

“I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter, and that I take this obligation freely, and without mental reservation or purpose of evasion.”

Each employee’s signed oath, or affirmation, shall be retained in the Contractor’s file, subject to inspection by authorized Government representatives. Without advance notice, the Government shall have the right to inspect the Contractor’s premises, records, and work in process pertaining to the secrecy of patent information.

PTO-17 Contractor FOIA Requirement

Upon award of any contract resulting from this solicitation, the contractor shall be required to submit in electronic (.pdf or .tif) format, a copy of the contract with any proposed redactions it believes are necessary and required by law. If the contractor is proposing any redactions to the contract, the basis for the redactions shall be submitted in writing and must accompany the electronic copy of the contract. This submission is due within 14 days of contract award. If the Contracting Officer agrees with the contractor’s proposed redactions, the document will be forwarded to the USPTO FOIA Officer for posting to the agency’s e-FOIA website. Submission of the contract document in the required format and any written justification for the proposed redactions shall be provided at no cost to the government.