



GENERAL SERVICES ADMINISTRATION

Federal Acquisition 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 GSA *Advantage!*® is: GSAAdvantage.gov.

Multiple Award Schedule

FSC Group: Professional Services

Contract number: 47QRAA18D006K

Contract period: March 19, 2023 – March 18, 2028

The Regulatory Group, Inc.
1101 Wilson Blvd., 6th Floor
Arlington, VA 22209

(703) 224-9000
Fax (703) 224-9001

www.RegulationWriters.com

Contract Administrator:
Andrew Emery
andrew@reg-group.com

Business size: Small

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

Price List Current as of Modification #PS-0019, effective September 6, 2024

Prices Shown Herein are Net (discount deducted)

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The Regulatory Group, Inc., and Multiple Award Schedule

About The Regulatory Group, Inc.

The Regulatory Group, Inc., (TRG) is a Washington-based consulting firm that specializes in providing technical support for regulatory training, drafting of regulatory documents, analyzing public comments in rulemaking, and policy development. Its clients are Federal agencies that need assistance in carrying out their regulatory functions and Federal agency employees who need training to carry out the objectives of their agency more effectively. TRG also is a reseller of DocketScope® comments analysis software.

About MAS

The **Multiple Award Schedule (MAS)** offers government contracts with companies to help agencies improve their management and organizational effectiveness through the use of specialized consulting, facilitation, survey and training services. MAS is a flexible and relatively simple contracting vehicle that is available to all agencies of the Federal Government, the U.S. Postal Service, government-owned corporations, and the District of Columbia. Through MAS, government agencies have easy access to a wide range of TRG's consulting and training services.

TRG offers professional services and products under three MAS Special Item Numbers (SINs):

- SIN 541611- Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services SIN
- SIN 611430-Professional and Management Development Training
- 54151ECOM-Electronic Commerce and Subscription Services
- OLM-Order-Level Materials (OLM's)

A representative of TRG will be pleased to talk with you to discuss our skills and experience and how to access our services through the GSA MAS contracting vehicle. Please contact TRG by calling (703) 224-9000 or by e-mail at trg@reg-group.com.



Multiple Award Schedule
Contract Holder
Contract No. 47QRAA18D006K

541611- Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services

The regulatory objective of all agencies is to produce effective regulations and guidance. How do you ensure that your agency produces effective regulations and guidance? TRG answers this question with its three-pronged approach to effective rulemaking:

- Clarity in Writing (plain language)
- Substantive Accuracy (serves intended purpose)
- Correct Process (satisfies legal procedural requirements (APA))

The failure of any one of these principles weakens the government's product. By focusing on these principles in all its consulting efforts TRG enables Federal agencies to build quality into their rulemaking projects.

Since 1980, TRG has provided services to Federal agencies in the following areas:

- Regulatory Training
- Regulatory Drafting
- Analyzing Public Comments in Rulemaking
- Regulatory Research
- Report Writing
- Streamlining and Improving the Regulatory Process

These services are described below.

Regulatory Training

TRG develops and presents training courses on the regulatory process and legal drafting for government regulators. TRG offers courses open to all government employees, as well as courses for the employees of specific agencies. TRG has courses for most federal agencies, including the following:

Commodity Futures Trading Commission (CFTC)	Department of Transportation (DOT)
Consumer Financial Protection Bureau (CFPB)	Department of Veterans Affairs (VA)
Department of Agriculture (USDA)	Environmental Protection Agency (EPA)
Department of Commerce (DOC)	Farm Credit Administration (FCA)
Department of Defense (DoD)	Federal Communications Commission (FCC)
Department of Education (ED)	Federal Deposit Insurance Corporation (FDIC)
Department of Energy (DOE)	Federal Election Commission (FEC)
Department of Health and Human Services (HHS)	General Services Administration (GSA)
	National Archives and Records Administration (NARA)

Department of Homeland Security (DHS)	National Labor Relations Board (NLRB)
Department of Housing and Urban Development (HUD)	Nuclear Regulatory Commission (NRC)
Department of Justice (DOJ)	Office of Personnel Management (OPM)
Department of Labor (DOL)	Postal Regulatory Commission (PRC)
Department of State (STATE)	Securities and Exchange Commission (SEC)
Department of the Interior (DOI)	Social Security Administration (SSA)
Department of the Treasury (TREAS)	U.S. Agency for International Development (USAID)

Tailored courses vary in length from one to five days and may include segments on administrative law, principles of legal drafting, writing technical material in plain language, principles of organization, and use of algorithms. The courses help agencies enhance the public's confidence in their government by enhancing customer service and satisfaction and by improving the quality, timeliness, and efficiency of the rulemaking process.

Regulatory Drafting

TRG provides regulatory drafting support for all stages of the regulatory process, including:

- Researching background information
- Identifying options for the client to consider
- Drafting regulatory language
- Managing public rulemaking documents
- Analyzing comments received on proposed rules using DocketScope® comments analysis software
- Drafting preamble material for proposed and final rules
- Providing advice and assistance in coordinating documents within the agency, with OMB, and with the Office of the Federal Register

TRG has supported agencies with all types of regulatory documents, including Advance Notices of Proposed Rulemaking (ANPRMs), Notices of Proposed Rulemaking (NPRMs), Supplemental Notices of Proposed Rulemaking (SNPRMs), and final rules, including interim and direct final rules.

TRG's staff has extensive knowledge of the technical and legal requirements for *Federal Register* documents and managing rulemaking documents. TRG also has experience assisting agencies in drafting regulation-related documents for both internal and external audiences, such as advisory materials, handbooks, and orders.

Regulatory Research

TRG provides research on regulatory projects throughout the regulatory process. Research may be necessary at the early stages of a project to help an agency identify the problem, alternatives for solving a problem, and past agency actions and factors relevant to the proposed solution. Research may be needed at almost any stage of a rulemaking project to

address questions raised by technical staff or during the agency's review and coordination process.

Report Writing

TRG works with agencies to write and edit reports on technical or policy issues. On a short turn-around basis, TRG has reorganized, rewritten, and copy-edited agency reports that were technically sound but difficult to understand for persons outside the technical division of the agency. TRG's extensive regulatory and writing experience enables it to help agencies communicate technically complex requirements in plain language without undercutting the substance of the regulation or report.

Streamlining and Improving the Regulatory Process

TRG assists agencies seeking to reengineer and streamline their rulemaking process. TRG helps agencies review and analyze their existing process, identify deficiencies, and develop and implement new procedures. TRG produced a major study for the Administrative Conference of the United States (ACUS) on rulemaking as an organizational process. TRG has worked with the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Drug Enforcement Administration (DEA) to reorganize and streamline their rulemaking processes.

SIN 541611: Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services PRICE LIST:

Labor Category Title	Year 6	Year 7	Year 8	Year 9	Year 10
SIN 541611	03/19/2023-03/18/2024	03/19/2024-03/18/2025	03/19/2025-03/18/2026	03/19/2026-03/19/2027	03/19/2027-03/19/2028
Economic Consultant II	\$386.26	\$395.14	\$404.23	\$413.53	\$423.04
Economic Consultant I	\$287.25	\$293.86	\$300.62	\$307.54	\$314.61
Principal Consultant II	\$338.95	\$346.75	\$354.73	\$362.89	\$371.23
Principal Consultant I	\$294.59	\$301.36	\$308.29	\$315.39	\$322.64
Senior Consultant II	\$257.86	\$263.80	\$269.86	\$276.07	\$282.42
Sr. Analyst/Sen. Consultant I	\$203.11	\$207.79	\$212.56	\$217.45	\$222.45
Analyst	\$161.47	\$165.19	\$168.99	\$172.88	\$176.86
Jr. Analyst	\$114.62	\$117.26	\$119.96	\$122.72	\$125.54
Writer/Editor	\$57.30	\$58.62	\$59.97	\$61.35	\$62.76

Labor Category Descriptions

Labor Category Descriptions

Economic Consultant II

Twenty years' experience plus a bachelor's degree (Ph.D. degree may substitute for 5 years' experience, master's

degree may substitute for 3 years' experience) drafting economic analysis documents and managing economic analysis projects to include the following knowledge and experience:

- Supervising other staff.
- Representing company in briefings and meetings with clients.
- Planning and managing long term projects involving junior staff members from economic research to development of economic impact analysis for Notice of Proposed Rulemaking (NPRM) and final rule documents, related guidance, and other regulatory materials (e.g., agency guidance documents, issue papers and other documents) needed to facilitate high level public policy decision making.
- Knowledge of and expertise in economic impact analysis in conformance with all applicable laws, regulations, directives and Executive Orders.
- Knowledge and experience in meeting requirements of *Federal Register* publication.

Economic Consultant I

Fifteen years' experience plus a bachelor's degree (Ph.D. degree may substitute for 5 years' experience, master's degree may substitute for 3 years' experience) drafting economic analysis documents and managing economic analysis projects to include the following knowledge and experience:

- Supervising other staff.
- Representing company in briefings and meetings with clients.
- Planning and managing long term projects involving junior staff members from economic research to development of economic impact analysis for Notice of Proposed Rulemaking (NPRM) and final rule documents, related guidance, and other regulatory materials (e.g., agency guidance documents, issue papers, and other documents) needed to facilitate high level public policy decision making.
- Knowledge of and expertise in economic impact analysis in conformance with all applicable laws, regulations, directives, and Executive Orders.
- Knowledge and experience in meeting requirements of *Federal Register* publication.

**Principal
Consultant II**

Twenty years' experience plus a bachelor's degree (law degree with admission to a state bar may substitute for 5 years of experience, law degree without admission to a state bar may substitute for 4 years' experience, master's degree may substitute for 3 years' experience) drafting regulatory documents and managing regulatory projects to include the following knowledge and experience:

- Supervising other staff.
- Representing company in briefings and meetings with clients.
- Planning and managing long term projects involving junior staff members from research to development of documents, analysis of comments, and development of any related guidance and other regulatory materials (e.g., agency guidance documents, issue papers, and other documents needed to facilitate high level public policy decision making).
- Knowledge of and expertise in applicable Administrative Procedure Act compliance and compliance with related statutes (e.g., Federal Advisory Committee Act, Regulatory Flexibility Act), Presidential Executive Orders, and other relevant documents (e.g., OMB directives).
- Knowledge and experience in meeting requirements of *Federal Register* publication.
- Awareness of pertinent court cases interpreting applicability of the relevant statutes, Executive Orders, etc., to specific agency rulemaking.

**Principal
Consultant I**

Fifteen years' experience plus a bachelor's degree (law degree with admission to a state bar may substitute for 5 years of experience, law degree without admission to a state bar may substitute for 4 years' experience, master's degree may substitute for 3 years' experience) drafting regulatory documents and managing regulatory projects to include the following knowledge and experience:

- Supervising other staff.
- Representing company in briefings and meetings with clients.
- Planning and managing long term projects involving junior staff members from research to development of documents, analysis of comments, and development of any related guidance and other regulatory materials (e.g., agency guidance documents, issue papers, and other documents needed to facilitate high level public policy decision making).

- Knowledge of and expertise in applicable Administrative Procedure Act compliance and compliance with related statutes (e.g., Federal Advisory Committee Act, Regulatory Flexibility Act), Presidential Executive Orders, and other relevant documents (e.g., OMB directives).
- Knowledge and experience in meeting requirements of *Federal Register* publication.
- Awareness of pertinent court cases interpreting applicability of the relevant statutes, Executive Orders, etc., to specific agency rulemaking.

**Senior
Consultant II**

Twelve years' experience plus a bachelor's degree (law degree with admission to a state bar may substitute for 5 years of experience, law degree without admission to a state bar may substitute for 4 years' experience, master's degree may substitute for 3 years' experience) drafting regulatory documents and managing regulatory projects to include the following knowledge and experience:

- Supervising other staff.
- Representing company in briefings and meetings with clients.
- Planning and managing long term projects involving junior staff members from research to development of documents, analysis of comments, and development of any related guidance and other regulatory materials (e.g., agency guidance documents, issue papers, and other documents needed to facilitate high level public policy decision making).
- Knowledge of and expertise in applicable Administrative Procedure Act compliance and compliance with related statutes (e.g., Federal Advisory Committee Act, Regulatory Flexibility Act), Presidential Executive Orders, and other relevant documents (e.g., OMB directives).
- Knowledge and experience in meeting requirements of *Federal Register* publication.
- Awareness of pertinent court cases interpreting applicability of the relevant statutes, Executive Orders, etc., to specific agency rulemaking.

**Sr. Analyst/
Senior
Consultant I**

Ten years' experience plus a bachelor's degree (law degree with admission to a state bar may substitute for 5 years of experience, law degree without admission to a state bar may substitute for 4 years' experience, master's degree may substitute for 3 years' experience) drafting regulatory

documents and managing regulatory projects to include the following knowledge and experience:

- Supervising other analysts.
- Representing company in briefings and meetings with clients.
- Planning and managing long term projects involving junior staff members from research to development of documents, analysis of comments, and development of any related guidance and other regulatory materials (e.g., agency guidance documents, issue papers and other documents needed to facilitate high level public policy decision making).
- Knowledge of and expertise in applicable Administrative Procedure Act compliance and compliance with related statutes (e.g., Federal Advisory Committee Act, Regulatory Flexibility Act), Presidential Executive Orders, and other relevant documents (e.g., OMB directives).
- Knowledge and experience in meeting requirements of *Federal Register* publication.
- Awareness of pertinent court cases) interpreting applicability of the relevant statutes, Executive Orders, etc., to specific agency rulemaking.

Analyst

Five years' experience plus a bachelor's degree (law degree with admission to a state bar may substitute for 5 years of experience, law degree without admission to a state bar may substitute for 4 years' experience, master's degree may substitute for 3 years' experience) drafting regulatory documents and managing regulatory projects to include the following knowledge and experience:

- Representing company in briefings and meetings with clients.
- Taking major responsibility for long term projects involving junior staff members from research to development of documents, analysis of comments, and development of any related guidance and other regulatory materials (e.g., agency guidance documents, issue papers, and other documents needed to facilitate high level public policy decision making).
- Knowledge of and expertise in meeting and training others to meet federal Administrative Procedure Act and related statutes (e.g., Federal Advisory Committee Act, RegFlex), Presidential Executive Orders, and other relevant documents (e.g., OMB directives).

- Knowledge and experience in meeting requirements of *Federal Register* publication.
- Awareness of pertinent court cases interpreting applicability of the relevant statutes, Executive Orders, etc., to specific agency rulemaking.
- Knowledge of current regulatory reform efforts and experience in studying the management of the regulatory process and assisting agencies in developing strategies to make that process more efficient.

Jr. Analyst

Three years' experience plus a bachelor's degree (law degree may substitute for 3 years' experience, master's degree may substitute for 2 years' experience) in researching, drafting, or reviewing regulatory or policy documents to include the following knowledge and experience:

- Participating in briefings and meetings with clients.
- Participating in preparing training programs on regulatory process and drafting (if to be assigned to training tasks).
- Participating in regulatory projects, such as: regulatory research, development of proposed rules, analysis of public comments, development of final rules, and development of regulatory materials (e.g., agency guidance documents, issue papers, and other documents needed to facilitate high level public policy decision making).

Writer/Editor

Two years' experience plus a Bachelor of Arts or Science degree (Substitutions: Master's Degree/ 0 years; Associates Degree/ 4 years; High School Diploma/ 6 years) in researching, drafting, or reviewing documents, to include the following knowledge and experience:

- Participating in long term projects by conducting background research, organizing and summarizing comments, and providing support services for development of documents (e.g., agency guidance documents).

611430-Professional and Management Development Training

The success of most statutes depends on an agency's ability to develop effective regulations and guidance. Most professionals, engineers, scientists, and even lawyers are not trained in the details of the rulemaking process or in the skills that apply to writing, editing, and reviewing regulations and guidance. TRG has been teaching government regulation writers how to develop effective regulations and guidance for more than 35 years.

TRG's training philosophy is based on a three-pronged approach to developing effective regulations and guidance.

- Clarity in Writing (plain language)
- Substantive Accuracy (serves intended purpose)
- Correct Process (satisfies legal procedural requirements (APA))

Students learn that developing an effective regulation is like constructing a three-legged stool, the failure of any leg will bring down the stool. By focusing on these three principles, students learn how to build quality and practical utility into every document. An effective document is easier for customers to understand, easier for customers to comply with, and costs the agency less money in enforcement and interpretations.

TRG offers two-day courses, one-day courses, and two-to-three-hour seminars.

Two-Day Courses

Regulatory Drafting and Process Course

This two-day course is designed for persons new to the regulatory field. Students learn the fundamental legal and procedural requirements for rulemaking and how to write regulations that communicate clearly to the affected public. While the course is directed primarily to persons without legal training, the course has proven valuable to lawyers whose previous education has not focused on the rulemaking process or on rule drafting. *Continuing Legal Education (CLE) Credit is available for most states.*

The course addresses:

- Tools for writing in plain language
- Administrative Law and the Administrative Procedure Act
- Preamble and rule writing
- Analysis and response to public comments
- Managing rulemaking dockets
- Office of the Federal Register requirements
- Compliance with Executive Orders, Regulatory Flexibility Act, Paperwork Reduction Act, and other requirements
- Judicial review of regulations

The course provides the student with:

- Course book

- "An Introduction to Regulation Writing"
- "Document Drafting Handbook Annotated (DDHA)"

Advanced Regulation Drafting Course

This two-day course is designed for those Federal agency rule writers who understand the basics of regulatory drafting and the regulatory process and are ready to take the next step to improve their rule writing skills. This course exposes writers to in-depth rule and preamble writing experience. Using real world exercises, class discussion, and instruction, this course addresses the kind of day-to-day issues a rule writer faces. Students receive the tools for improved writing and learn the skills for improved problem solving. *Continuing Legal Education (CLE) Credit is available for most states.*

The course addresses:

- How to write a preamble
- How to organize your regulation
- How to draft amendatory language
- How to write with style and clarity
- How to review and edit your document

The course provides the student with:

- Course book
- General drafting techniques
- Plain language writing tools
- A checklist for rule writers

One-Day Courses

Paperwork Reduction Act Compliance

This one-day course is designed for all regulatory agency employees who must comply with the Paperwork Reduction Act. *Continuing Legal Education (CLE) Credit is available for most states.*

The course addresses:

- Requirements of the Paperwork Reduction Act (PRA)
- Consequences of failure to comply with the PRA
- What constitutes an information collection activity under the PRA
- Preparing an Information Collection Request (ICR) package
- Process requirements for information collections
- Recommended timelines for PRA compliance and submissions to OMB

Agency Guidance

This one-day course is designed to help Federal agency employees navigate the vast world of agency guidance. Guidance is often used as a broad term that includes agency interpretations, policy statements, letters, and advisory materials

by whatever name. Agency guidance is used to describe materials issued to supplement or explain regulations and statutes. This course explains the differences between various types of guidance documents, what is meant by "binding" versus "non-binding guidance," the spectrum of procedural (APA) options agencies have for promulgating guidance, and levels of judicial deference or respect given to the resulting documents. This course also addresses techniques for writing and organizing guidance documents. *Continuing Legal Education (CLE) Credit is available for most states.*

Federal Administrative Process

This one-day course is designed to review the informal rulemaking requirements of the APA, subsequent statutes such as the Regulatory Flexibility Act (as amended), Executive Orders, and the most relevant court cases, including those decided within the last year. The informal rulemaking process today is a far cry from the simple notice and comment process once described by Professor Kenneth Culp Davis as "one of the greatest inventions of modern government." Today the process is frequently described as having become "ossified." While many requirements have been added over the last 60 years, this course is designed to demystify those requirements in the belief that a better understanding of the requirements will lead to a more efficient process. This course is open to lawyers and non-lawyers. *Continuing Legal Education (CLE) Credit is available for most states.*

Plain Language/Plain Writing

This one-day course addresses the essential elements of writing clear and concise government documents, whether they are regulations or guidance. The main goals of government communication are to provide helpful information and to achieve compliance with agency policies. Clear communication saves the government and regulated entities time and money. This course focuses on techniques and strategies for clear communication. This course does not endorse a rigid view of the tools that must be used by a writer to be deemed a writer of plain language but encourages an analytical and common sense approach to writing clearly.

Economic Analysis of Rulemaking

This one-day course is designed to help anyone involved in rulemaking understand the economic analysis process. You will learn the requirements for economic analysis in rulemaking and how economic analyses are conducted. For the economist who is new to rulemaking, this course will provide the context within which you will perform your duties.

Seminars

Senior Executive Federal Rulemaking

This two-hour, on-site course teaches senior agency executives the nuts and bolts of the rulemaking process. Agency executives are in the best position to affect policy decisions and have the most to gain from a better working knowledge of the rulemaking process. This seminar style course reviews the legal requirements for rulemaking and explores how rulemaking relates to enforcement, adjudication, and policy implementation.

This course addresses:

- Administrative Procedure Act requirements on informal rulemaking
- Statutes and Executive Orders that affect rulemaking
- Relationship between rulemaking, enforcement, and adjudication
- Relationship between policies implemented through rulemaking and policies established through agency guidance
- Judicial Review

Rulemaking Refresher

This two-to-three-hour, on-site course is a refresher seminar on the rulemaking process. This course will review the fundamental elements of administrative law, the current trends in agency rulemaking, the relevant Executive Orders, and most recent OMB guidance impacting rulemaking. This course can be scheduled for two to three hours and tailored to focus on areas most pertinent to your agency or organization.

611430-Professional and Management Development Training:

PRICE LIST

Rates are for on-site, off-the-shelf courses and seminars. Prices assume use of a customer-provided facility with standard training support capability. Prices do not include travel expenses for training conducted outside the Washington, DC metropolitan area.

Package Rates for On-Site Two-Day Courses

Two-Day Course	Rate
<i>Regulatory Drafting & Process</i> Price for up to 25 Participants	\$14,657.00
<i>Advanced Regulation Drafting Course</i> Price for up to 25 Participants	\$14,657.00

Package Rates for On-Site One-Day Courses

One-Day Course	Rate
<i>Paperwork Reduction Act Compliance</i> Price for up to 25 Participants	\$10,113.00
<i>Agency Guidance</i> Price for up to 25 Participants	\$10,113.00
<i>Federal Administrative Process</i> Price for up to 25 Participants	\$10,113.00
<i>Plain Language/Plain Writing</i> Price for up to 25 Participants	\$10,113.00
<i>Economic Analysis of Rulemaking</i> Price for up to 25 Participants	\$10,113.00

Package Rates for On-Site Seminars

2 - 3 Hour Seminar	Rate
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Senior Executive Federal Rulemaking Price for up to 20 Participants	\$5,745.00
Rulemaking Refresher Price for up to 20 Participants	\$5,745.00

54151ECOM-Electronic Commerce and Subscription Services

DocketScope® *Comments Analysis Tool* for use in government rulemaking dockets.

DocketScope® software is a powerful comments analysis tool built for policy analysts to improve efficiency in conducting regulatory comment analysis. Your agency will see improvements in the ease, quality, and efficiency of your work whether you are dealing with a docket of 4 or 5 long, substantive comments, or with a docket of many hundreds of thousands of comments. DocketScope improves the speed and accuracy of identifying significant issues raised by the public during the comment period. It brings to life TRG's guidance on executing successful comments analysis and facilitates the implementation of best-practice approaches to regulatory comments analysis. DocketScope enhances the value of the agency/stakeholder engagement and helps the agency respond more precisely to feedback from the public.

DocketScope is a Software-as-a-Service (SaaS) offering of DocketScope, Inc. TRG is a reseller of DocketScope subscriptions under a reseller agreement. DocketScope subscriptions are per user and available as either monthly or annual terms. Below are TRG's current reseller rates for DocketScope.

DocketScope Pricing

Part Number	Product Name	Product Description	Rate
DSSGY2023	DocketScope : Subscription (User / Year)	DocketScope SaaS transforms the analysis of public comments on proposed regulations with intuitive, advanced technology with simple navigation, a best-practice approach, built-in analytics, and a transparent workflow.	\$1,199.00
DSSGM2023	DocketScope : Subscription (User / Month)*	DocketScope SaaS transforms the analysis of public comments on proposed regulations with intuitive, advanced technology with simple navigation, a best-practice approach, built-in analytics, and a transparent workflow. A minimum initial 2-month term is required for new users and may be extended in one month terms thereafter.	\$159.00

DSSGY2024	DocketScope 2024 Standard Version (Build v1.8.5+) Subscription (User / Year)	DocketScope SaaS transforms the analysis of public comments on proposed regulations with intuitive, advanced technology with simple navigation, a best-practice approach, built-in analytics, and a transparent workflow. A minimum initial 2-month term is required for new users and may be extended in one-month terms thereafter.	\$1,299.00
DSSGM2024	DocketScope 2024 Standard Version (Build v1.8.5+) Subscription (User / Month)	DocketScope SaaS transforms the analysis of public comments on proposed regulations with intuitive, advanced technology with simple navigation, a best-practice approach, built-in analytics, and a transparent workflow. A minimum initial 2-month term is required for new users and may be extended in one-month terms thereafter.	\$169.00

www.DocketScope.com

CUSTOMER INFORMATION

- 1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SINs	SIN Title
541611	Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services
611430	Professional and Management Development Training
54151ECOM	Electronic Commerce and Subscription Services
OLM	Order-Level Materials (OLM's)

- 1b. Refer to pricing data above.
- 1c. Refer Labor Category Descriptions above.
2. Maximum order: SIN 541611 and 611430-\$1,000,000; SIN 5451ECOM-\$500,000
3. Minimum order: \$100
4. Geographic coverage (delivery area). Worldwide

5. Point(s) of production (city, county, and State or foreign country). Arlington, VA
6. Discount from list prices or statement of net price. Government Net Prices (discounts already deducted.)
7. Quantity discounts.

SIN	Discount
611430	A quantity discount of at least 3% for any training courses of \$650,000 or more
611430	A quantity discount of at least 2% for any training courses of \$300,000 or more
611430	A quantity discount of at least 1% for any training courses of \$150,000 or more

8. Prompt payment terms. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions. Net 30 days
9. Foreign items (list items by country of origin). Not Applicable
- 10a. Time of delivery. To Be Determined at the Task Order level
- 10b. Expedited Delivery. To Be Determined at the Task Order level
- 10c. Overnight and 2-day delivery. To Be Determined at the Task Order level
- 10d. Urgent Requirements. To Be Determined at the Task Order level
11. F.O.B. point(s). Destination
- 12a. Ordering address(es).
The Regulatory Group, Inc.
1101 Wilson Blvd., 6th Floor
Arlington, VA 22209
Attention: Andrew Emery
(phone) 703-224-9000
(fax) 703-224-9001
andrew@reg-group.com
- 12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment address(es).
Payment via check/U.S. mail
The Regulatory Group, Inc.
1101 Wilson Blvd., 6th Floor
Arlington, VA 22209
(phone) 703-224-9000
(fax) 703-224-9001

Payment via wire transfer

Wire transfer account information available upon request.

14. Warranty provision.
The Regulatory Group, Inc. will endeavor to address any customer concern regarding the services provided.
15. Export packing charges, if applicable. Not Applicable
16. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable)
17. Terms and conditions of installation (if applicable). Not Applicable
- 18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable
- 18b. Terms and conditions for any other services (if applicable). Not Applicable
19. List of service and distribution points (if applicable). Not Applicable
20. List of participating dealers (if applicable). Not Applicable
21. Preventive maintenance (if applicable). Not Applicable
- 22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable
- 22b. If applicable, indicate that Section 508 compliance information is available on Information and Communication Technology (ICT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The ICT standards can be found at: www.Section508.gov/. Not Applicable
23. Unique Entity Identifier (UEI) number. P7BMB2GHNM75
24. Notification regarding registration in System for Award Management (SAM) database.
Contractor registered and active in SAM

Service Contract Labor Standards:

The Service Contract Labor Standards (SCLS), formerly the Service Contract Act (SCA), apply to this contract as it applies to the entire Multiple Award Schedule and all services provided. While no specific labor categories/services have been identified as being subject to SCLS due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CFR 541.300), this contract still maintains the provisions and protections for SCLS eligible labor categories. If and / or when the contractor adds SCLS labor categories / employees to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS/SCA matrix identifying the GSA labor category titles, the occupational code, SCLS labor

category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.

Appendix A – End User Licensing Agreement

DOCKETSCOPE® SUBSCRIPTION AGREEMENT

By accepting this Subscription Agreement (this “Agreement”) or using the Service (as defined below), you agree to these Terms and Conditions. You represent that you have the authority to bind Subscriber (as defined below) to this Agreement. If you do not have such authority, or if you do not agree with these Terms and Conditions, you must not accept this Agreement and may not use the Service. This Agreement is by and between DocketScope, Inc., a Delaware Corporation, authorized to do business in the Commonwealth of Virginia, with mailing address at 1101 Wilson Blvd., 6th Floor, Arlington, VA 22209, (“COMPANY”), and Subscriber _____. COMPANY and Subscriber are sometimes referred to herein individually as a “Party,” and collectively as the “Parties.”

Recitals

WHEREAS, COMPANY has developed the software application DocketScope, as defined below, and offers DocketScope as a tool for reviewing public comments in rulemaking; and

WHEREAS, Subscriber wishes to enter into a relationship with COMPANY to obtain access to DocketScope, and COMPANY wishes to provide the Service, all on the terms and conditions set forth herein and as specified in one or more Orders (as defined below).

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COMPANY and Subscriber hereby agree as follows:

- 1. U.S. Government Subscriber.** If the U.S. Government is the subscriber, then GSAM 552.212-4 will supersede any contrary definitions, interpretations, and clauses in this document.
- 2. Definitions and Interpretation.** In addition to the terms defined upon first use in this Agreement, the following capitalized terms used in this Agreement shall have the meanings specified below in this Section 1. The words “including,” “include” and “includes” shall each be deemed to be followed by the words “without limitation.” Any agreement, amendment, addendum, Order, annex, appendix, attachment, or exhibit referred to herein shall mean such document as amended, restated, supplemented, or modified from time to time in accordance with this Agreement. The headings, subheadings, and other captions in this Agreement are for convenience only and shall not be used in interpreting, construing, or enforcing any of the terms of this Agreement. In the event of any conflict, discrepancy, or inconsistency between an Order and the terms of this Agreement, the terms of this Agreement shall govern, except as to scope of Service, Charges, and payment terms, for which the Order shall govern.

- (a) “Affiliate” means, with respect to any Party, any other Person that directly or indirectly is controlled by or under common control with such Party. For purposes of this Agreement, a Party shall be deemed to have “control” over another Person only if: (i) such Person directly or indirectly, on its own or acting through one or more Persons, owns, controls or has power to vote at least fifty percent (50%) of the issued and outstanding voting stock or other equity interest of the other Person; or (ii) such Person controls or has the power to control the management or operations of such other Person, including by contract.
- (b) “Authorized User” means an employee, contractor, or sub-contractor, as applicable, of Subscriber who is authorized by Subscriber to use the Service for the Permitted Purpose.
- (c) “Charges” means the amounts payable by Subscriber to COMPANY under this Agreement in respect of the Service, as set forth in the applicable Order(s).
- (d) “Claim” means any claim, demand, action, suit, or other judicial proceeding asserted or brought by a third party and any threat of any of the foregoing.
- (e) “Subscriber” means the entity that has ordered a subscription to the applicable Service pursuant to an Order.
- (f) “Subscriber Content” means all text, data and other content uploaded or entered by Subscriber or any Authorized User in connection with use of the Service.
- (g) “Confidential Information” means any information about a Party’s or its Affiliate’s business affairs, products or services, intellectual property, trade secrets, third-party confidential information and other sensitive and proprietary information, which is disclosed by the disclosing Party or its Affiliate’s in connection with this Agreement whether before, on, or after the Effective Date, directly or indirectly, in writing (including via e-mail), orally, or by inspection of software, to the receiving Party or any of its Affiliates, employees, or designated agents. Confidential Information does not include any of the following: (i) information that is or becomes part of the public domain or otherwise available on an unrestricted basis to one or more third parties without violation of this Agreement by the receiving Party; (ii) information that was known to or in the possession of the receiving Party on a non-confidential basis prior to the disclosure thereof to the receiving Party by the disclosing Party, as evidenced by written records; (iii) information that was developed independently by or on behalf of the receiving Party, without use of or reference to the Confidential Information; or (iv) information that is disclosed to the receiving Party by a third party without violation of this Agreement by the receiving Party. For U.S. Government subscribers the meaning of Confidential Information is defined in GSAM 552.212-4(w)(1)(xii).
- (h) “Documentation” means any instruction manuals and user guides for the Service and/or Software as made available by COMPANY from time to time (if any), whether published or distributed in print, online, or other format.
- (i) “DocketScope IP” means the Software and all other software, documentation, data, content,

technology and works created, utilized and/or provided by or on behalf of COMPANY in connection with DocketScope or otherwise in connection with this Agreement.

- (j) “Intellectual Property Rights” means all rights throughout the world in any and all of the following: (i) patents, patent applications, patent disclosures and inventions (whether patentable or not); (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, Internet domain names and registrations, and applications for the registration thereof together with all of the goodwill associated therewith; (iii) copyrights and copyrightable works (including computer programs and mask works) and registrations and applications for registration thereof; (iv) trade secrets, know-how and other proprietary information of a like kind; (v) waivable or assignable rights of publicity, waivable or assignable moral rights; and (v) all other forms of intellectual property, such as data and databases, in each case, to the extent protectable under applicable law.
- (k) “Order” means an ordering document (including any online form) accepted by Subscriber that (i) incorporates by reference the terms and conditions of this Agreement, and (ii) describes the Service to be provided, including any additional requirements, specifications, or other terms applicable thereto.
- (l) “Permitted Purpose” means the use of the Service for Subscriber’s internal business purposes to review and process Subscriber Content, in accordance with this Agreement, the Order(s) and the applicable Documentation.
- (m) “Person” means any individual, agency, corporation, limited liability company, partnership, joint venture, or other form of business or legal entity.
- (n) “Service” means the use of DocketScope provided by COMPANY hereunder via <https://client.docketscope.com/>. This includes technical support for use of DocketScope and associated training as specified in the Order. This does not include any rulemaking related training or consulting services that Subscriber may contract with COMPANY to provide.
- (o) “Software” means any software related to DocketScope (including both source code and object code, as applicable, and including any associated Documentation) developed, provided, or used by COMPANY or its agents in connection with this Agreement.
- (p) “Trial Services” means the use of DocketScope only for the purpose of evaluating the Service in consideration of entering a Subscription Agreement for DocketScope.
- (q) “Trial Services Period” means the 30-day period from the Effective Date, or other period as may be mutually agreed in writing by the parties, during which Subscriber is authorized to use the DocketScope for internal evaluation purposes.

3. Provision of the Service.

- (a) During the term of this Agreement, COMPANY will provide the Service to Subscriber on the

terms and conditions set forth in this Agreement, including the applicable Order(s).

- (b) If Subscriber is using a free trial, COMPANY makes such Trial Services available to Subscriber until the earlier of (i) the end of the free trial, (ii) the start date of a subscription use of DocketScope, or (iii) written notice of termination from COMPANY (“Trial Services Period”). COMPANY grants Subscriber, during the Trial Services Period, a non-exclusive, non-transferable right to access and use the Trial Services for Subscriber’s internal evaluation purposes in accordance with the Documentation and subject to the access and use restrictions set forth in this Agreement. Subscriber is authorized to use Trial Services only for evaluation and not for any business or productive purposes, unless otherwise authorized by COMPANY in writing. Any Subscriber Content entered into the Trial Services and any configurations made to the Trial Services by or for Subscriber during the term of such Trial Services will be permanently lost unless Subscriber (i) has purchased a subscription to the DocketScope as covered by the Trial Services or (ii) exports such Subscriber Content or configurations before the end of such free period. COMPANY will be under no obligation to provide Subscriber any maintenance or support services with respect to the Trial Services. The provisions of Sections 5 (Representations and Warranties), 6 (Indemnification), and 7 (Limitation of Liability) shall apply to Trial Services.

4. Use of the Service.

- (a) Usage Rights. Subject to the terms and conditions of this Agreement, COMPANY hereby grants to Subscriber a limited, non-exclusive, non-sublicensable and non-transferable (except as provided in Section 14) right and license during the term of this Agreement to access and use, and permit Authorized Users to access and use, DocketScope solely for the Permitted Purpose through assigned Authorized User accounts. Subscriber shall not exceed the maximum number of Authorized User listed on the applicable Order (each Authorized User account is for a unique (named) user). Authorized User accounts are not transferrable by assignment, license, lease, operation of law, or otherwise.
- (b) Restrictions. Except for the rights granted in Section 3(a), no other rights in or to DocketScope IP, express or implied, are granted to Subscriber. Except as may be specifically permitted under this Agreement, Subscriber may not: (i) copy, modify, or create derivative works based on DocketScope IP; (ii) distribute, transmit, publish, or otherwise disseminate DocketScope IP; (iii) transfer to any other Person any of its rights to use DocketScope; (iv) access or use the DocketScope for the benefit of any third party; (v) permit any Person who is not an Authorized User to use or access DocketScope; (vi) use DocketScope other than for the Permitted Purpose; (vii) access content or data not intended for Subscriber, log onto a server or account that Subscriber is not authorized to access, or otherwise violate or attempt to violate any security feature of DocketScope; (viii) attempt to access or derive the source code or architecture of DocketScope ; (ix) attempt to probe, scan, or test the vulnerability of DocketScope, or any associated system or network, or to breach security or authentication measures; (x) interfere or attempt to interfere with service to any user, host, or network,

including by means of submitting a virus to DocketScope, load testing, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing”; (xi) automate access to DocketScope, including through the use of bots, scrapers or other similar devices; (xii) export or re-export DocketScope IP; (xiii) alter, remove, or conceal any government restricted rights notice or any copyright, trademark, trade name, or other proprietary marking or notice that may appear in any of the Documentation or DocketScope IP; (xiv) use the Service in a manner that violates any applicable law, ordinance, regulation, or administrative order, or the rights of any Person; (xv) use or access any Service, Software, or any other DocketScope IP in order to build a competitive solution; or (xvi) permit any Person to do any of the foregoing.

- (c) **Security.** Subscriber shall take reasonable steps to ensure that all user IDs, passwords, and other security devices used in connection with DocketScope and in its possession are kept confidential and secure, are used properly, and are not disclosed to unauthorized persons. Subscriber shall immediately inform COMPANY if there is any reason to believe that a user ID, password, or any other security device issued by COMPANY has or is likely to become known to someone not authorized to use it, or is being or is likely to be used in an unauthorized way. COMPANY reserves the right (at its sole discretion) to request Subscriber to change any or all passwords used by Subscriber and/or any of Subscriber’s Authorized Users in connection with the Service, and Subscriber shall promptly comply with any such request.

5. Charges and Payment. [Not Applicable to Trial Subscriptions] Charges for the Service shall be calculated and paid in accordance with this Agreement and the applicable Order(s). Unless otherwise specified in this Agreement and the Orders: COMPANY shall invoice Charges for use of the Service monthly and in advance. Subscriber shall pay all invoiced Charges within 60 days of the date of COMPANY’s invoice. The Charges do not include any taxes, and Subscriber shall pay any sales, use, value added, or other taxes or import duties (other than corporate income taxes payable by COMPANY) due as a result of any amounts paid to COMPANY. Except when Subscriber is the U.S. Government or its employee, COMPANY may charge Subscriber interest at the rate of 1.5% per month (or the highest rate allowable by law, if less) for any past due Charges, from the date payment was due until the date paid. Subscriber shall bear any costs (including attorneys’ fees and costs) incurred by COMPANY in collecting any amounts due hereunder.

6. Representations and Warranties.

- (a) Each Party represents and warrants to the other Party that it has taken all action necessary for the lawful acceptance, delivery, and performance of this Agreement; the person accepting and agreeing to this Agreement on its behalf has been duly authorized to do so by all requisite corporate and other action; and this Agreement is legally binding upon it and enforceable in accordance with its terms.
- (b) COMPANY represents and warrants to Subscriber that DocketScope, including Software, Service, and Documentation, do not and shall not infringe any intellectual property rights of any person and that COMPANY has and will have the right to grant the rights and license set

forth in this Agreement.

- (c) COMPANY further represents and warrants to Subscriber that it will provide access to DocketScope using reasonable skill and care. In the event of any nonconformance with the warranty specified in this Section 5(b), COMPANY will, following receipt of written notice from Subscriber specifying such non-conformance, use commercially reasonable efforts to make available to Subscriber a conforming version of DocketScope, and if COMPANY fails to do so within 30 days, Subscriber shall have the right to terminate this Agreement upon written notice. The foregoing sets forth the exclusive remedies of Subscriber, and the sole liability of COMPANY, in the event of any nonconformance with the warranty set forth in this Section 5(b).
- (d) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND SECTION 6 (INDEMNIFICATION), COMPANY IS PROVIDING THE SERVICE AND SOFTWARE “AS IS” AND COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE AND/OR SOFTWARE OR ITS PERFORMANCE HEREUNDER, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE AND/OR SOFTWARE WILL MEET SUBSCRIBER’S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR-FREE.

7. Indemnification.

- (a) When the U.S. Government or its employee is the Subscriber, any provisions in this Agreement related to indemnification by the U.S. Government and filing deadlines for the U.S. Government are hereby waived and shall not apply, except to the extent expressly authorized by law. Liability for any breach of this agreement shall be determined under the Federal Tort Claims Act, or other governing federal authority. Federal Statute of Limitations provisions shall apply to any breach or claim.
- (b) COMPANY indemnifies the U.S. Government against any liability, including costs and expenses, for infringement by COMPANY of any intellectual property rights arising out of performance under this Agreement. This indemnity does not apply unless the U.S. Government notifies COMPANY as soon as practicable of any claim alleging such infringement and gives COMPANY an opportunity under applicable laws, rules, and regulations to participate in the defense of the claim. Further, this indemnity shall not apply to a claimed infringement that is unreasonably settled without the consent of COMPANY, unless required by final decree of a court of competent jurisdiction. Also, this indemnity does not apply to Subscriber Content.
- (c) [Not Applicable to Trial Subscriptions] When the Subscriber is other than the U.S.

Government or a U.S. Government employee, the Subscriber will be solely responsible for, and will indemnify, defend, and hold COMPANY free and harmless from all damages, liabilities, charges, and expenses (including reasonable attorneys' fees) from all claims, lawsuits, or other proceedings arising out of or relating to:

- (I) **SUBSCRIBER'S USE OF DOCKETSCOPE IN A MANNER NOT PERMITTED BY THIS AGREEMENT, NOT PERMITTED BY COMPANY, OR NOT IN CONFORMANCE WITH COMPANY'S WRITTEN REQUIREMENTS;**
- (II) **ANY ACTS OR OMISSIONS OF SUBSCRIBER, ITS EMPLOYEES, AGENTS OR ANY PERSONS OR ENTITIES WHO HAVE ACCESS THROUGH SUBSCRIBER TO DOCKETSCOPE; OR**
- (III) **AN INFRINGEMENT OF ANY RIGHT RESULTING IN ANY WAY FROM THE USE OF THE DOCKETSCOPE WITH OTHER SOFTWARE OR MATERIALS NOT LICENSED TO SUBSCRIBER BY OR NOT APPROVED BY COMPANY.**

8. Limitation of Liability.

- (a) When the U.S. Government or its employee is the Subscriber, the parties agree that nothing in Section 7(b) or elsewhere in this Agreement in any way grants COMPANY a waiver from, release of, or limitation of liability pertaining to, any past, current, or future violation of federal law, or the Representations, Warranties, and Indemnification of Sections 2, 5 and 6.
- (b) In no event will COMPANY be liable to Subscriber for any incidental, indirect, consequential, special, exemplary, or punitive damages of any kind (including, but not limited to, lost revenues or profits) arising from or relating to this agreement, regardless of whether COMPANY was advised, had other reason to know, or in fact knew of the possibility thereof, and even if a remedy set forth herein is found to have failed of its essential purpose. In no event will COMPANY's liability to Subscriber under this agreement exceed \$100, in the aggregate. No action shall be brought by Subscriber for any claim relating to or arising out of this agreement more than one year after the accrual of such cause of action.

9. Term and Termination. (For U.S. Government subscribers GSAM 552.212-4(w)(1)(iv) Continued performance applies.)

- (a) The term of this Agreement shall commence on the Effective Date and shall initially continue for a period agreed to by the Parties.
- (b) Either Party may terminate this Agreement by notice for any reason at any time for Trial Subscriptions.
- (c) Either Party may terminate this Agreement by notice if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of notice of the breach from the non-defaulting Party. In addition, COMPANY may suspend the Service upon notice if Subscriber fails to make any payment required under this Agreement

and fails to cure such breach within ten (10) days after receipt of notice of the breach from COMPANY. Any such suspension or termination shall be without limitation of any other right or remedy available to the terminating Party.

- (d) COMPANY may terminate this Agreement for convenience upon sixty (60) days' prior written notice without liability to Subscriber. Following a termination pursuant to this Section, COMPANY shall refund the pro rata portion of any Charges relating to the remaining Initial Period or Renewal Period, as applicable.
- (e) If this Agreement is terminated or otherwise expires for any reason: (i) Subscriber shall promptly return to COMPANY or destroy, as directed by COMPANY, all Confidential Information and other materials in Subscriber's possession or under its control belonging to COMPANY, and all rights and licenses granted by COMPANY pursuant to this Agreement shall terminate. (ii) Subscriber shall pay all Charges that have accrued and are owed hereunder within thirty (30) days following any termination or expiration of this Agreement. (iii) COMPANY shall allow Subscriber to download or to otherwise export Subscriber Content, or shall promptly deliver Subscriber Content to Subscriber, in a computer useable form acceptable to Subscriber. (iv) Any provision of this Agreement which, by its nature, would survive termination or expiration of this Agreement shall survive any such termination or expiration, including Sections 1, 3(b), 4, 6, 7, 8(d), 9, 10, 12 and 13.

10. Confidentiality. Each Party that receives Confidential Information of the other Party agrees that, unless the disclosing Party gives its prior written authorization, it shall not: (i) use such Confidential Information other than for the purposes of this Agreement; or (ii) disclose any such Confidential Information to any third party except those directors, officers, and employees of the receiving Party who are required to have such Confidential Information in order to carry out the purposes of this Agreement and who have signed a non-disclosure agreement or are otherwise bound by confidentiality obligations in substance similar to the provisions hereof. The receiving Party shall prevent the unauthorized use, disclosure, dissemination, or publication of such Confidential Information with at least the same degree of care that the receiving Party uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Any breach of the confidentiality obligations set forth in this Section 9 would constitute a material breach of this Agreement, which the breaching Party acknowledges would cause irreparable harm to the non-breaching Party, leaving it without an adequate remedy at law. As such, any such breach shall entitle the non-breaching Party to injunctive relief in addition to all other remedies, without necessity of posting of a bond or other security in connection therewith. The preceding sentence is not intended, nor shall it be construed, to limit a Party's right to dispute the factual basis underlying any contention that it has committed any breach. This Section 9 will remain in effect during the term of this Agreement and for a period of five (5) years following termination or expiration of this Agreement for any reason. If the provisions of this Section 9 are inconsistent with the provisions of any applicable non-disclosure (or comparable) agreement separately executed by the Parties, then the terms of that non-disclosure (or comparable) agreement shall govern.

11. Proprietary Rights.

- (a) All Intellectual Property Rights in and to the Subscriber Content are and shall remain the sole property of Subscriber and its Affiliates and licensors, as applicable, and COMPANY shall acquire no right of ownership or use with respect to any Subscriber Content except in connection with its provision of the Service under this Agreement. All Intellectual Property Rights in and to the DocketScope IP are and shall remain the sole property of COMPANY and its Affiliates and licensors, as applicable, and Subscriber shall acquire no right of ownership or use with respect to any DocketScope IP except as specified in Section 3. Without limiting the foregoing, Subscriber acknowledges that DocketScope and the Service and the inventions, know-how, and methodology embodied therein are proprietary to, and contain valuable trade secrets of, COMPANY and its Affiliates and licensors, as applicable, and that DocketScope constitutes Confidential Information of COMPANY.
- (b) Subscriber may from time to time provide COMPANY with suggestions, recommendations, or feedback regarding DocketScope or COMPANY's related technologies ("Feedback"). As between the parties, all Feedback excluding Subscriber Content is exclusively owned by COMPANY and COMPANY shall be freely entitled to reproduce, prepare derivative works, disclose to third parties, display and perform (publicly or otherwise), sell, lease, license, distribute, and otherwise use and exploit any and all such Feedback as it deems appropriate, at its sole discretion, without obligation or liability of any kind to Subscriber or to any other Persons.

12. Platform-Based Service. Subscriber acknowledges that the Service is based on a system platform made available by COMPANY to a variety of its Subscribers. COMPANY reserves the right to implement upgrades, updates, and modifications to such system platform at any time and from time to time.

13. General Provisions. This Agreement, together with the Order(s) and any special terms, constitute the entire agreement between Parties with regard to their subject matter and supersede any and all previous communications, whether oral or written, with respect to such subject matter hereof. No waiver or modification of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party. Any forbearance or delay on the part of either Party in enforcing any of its rights under this Agreement shall not be construed as a waiver of such right to enforce the same for such occurrence or any other occurrence. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be modified so as to be enforceable to the maximum extent permitted by applicable law, consistent with the intent of the Parties.

14. Governing Law. When Subscriber is the U.S. Government or its employee, this agreement shall be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. To the extent permitted by federal law, the laws of the Commonwealth of Virginia (excluding Virginia's choice of law rules) will apply in the absence of

applicable federal law. When Subscriber is other than the U.S. Government, this Agreement will be construed and enforced in accordance with the laws of the Commonwealth of Virginia and the United States of America, without reference to its rules of conflicts of laws.

15. Assignability.

- (a) Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by the Subscriber without the prior written consent of COMPANY, and any such assignment without such prior written consent will be null and void. This Agreement will be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.
- (b) When Subscriber is the U.S. Government or its employee, neither party may assign its obligations under this Agreement to any third party without prior written consent of the other.

Appendix B – Terms Of Service

[Applicable Terms of Service – DocketScope®](#)

1. The use of DOCKETSCOPE® software (hereinafter referred to as “DocketScope” or “the DocketScope Service”) shall be governed by these Terms of Service, or any amendment hereof (the “Terms”). Use of DocketScope will be subject to the latest and, at all times, current version of the Terms.
2. If the U.S. Government is the purchaser of the subscription to use DocketScope, then GSAM 552.212-4 *Contract Terms and Conditions* and GSAM 552.232-78 *Commercial Supplier Agreements-Unenforceable-Clauses*, will supersede any contrary clauses in this document.

3. Each DocketScope user is responsible for ensuring that their computer system meets all relevant technical specifications necessary to use the DocketScope Service.
4. By filling out the registration details and by ticking the “I agree to the Terms of Service” checkbox, you shall be deemed to have accepted the Terms, including the provisions on choice of law and jurisdiction, as modified from time to time.
5. If you do not agree to any part of the Terms, you may not use the DocketScope Service.
6. These Terms shall constitute a binding agreement (the “Agreement”) between you and DocketScope, Inc., a company incorporated in Delaware, United States of America, with registered address 1101 Wilson Blvd., 6th Floor, Arlington, VA 22209, USA (“Provider”). These Terms contain important information about your rights and obligations. Please read them carefully.
7. Your access to the DocketScope Service is granted under the subscription agreement between your organization and DocketScope, Inc., or The Regulatory Group, Inc. (“Subscription Agreement”), under which you are an authorized user (“Authorized User”) of the DocketScope Service.
8. These Terms commence on the date at which you first click “I agree” and continue thereafter until terminated in accordance with these Terms.

Authorization

9. Subject to these Terms and the terms and conditions of the Subscription Agreement, you are granted a limited, non-exclusive, non-sublicensable and non-transferable (except as provided in the Subscription Agreement) right and license during the term of this Agreement to access and use DocketScope Service solely for the purposes permitted under the Subscription Agreement through an assigned Authorized User account. Authorized User accounts are not transferrable by assignment, license, lease, operation of law, or otherwise.
10. Your username and password are personal to you, and they are not transferable. You are solely responsible for any activity that occurs in relation to the DocketScope Service under your credentials. You undertake to us that you will keep your password secret and will inform us in the event that you become aware that it is no longer confidential, is being used by an unauthorized person, or is otherwise in breach of this Agreement.
11. On completion of your registration as a user, Provider hereby agrees to grant you a sole, non-transferable, non-exclusive user license (the “License”) to access the DocketScope Service on the terms of this Agreement for term of your subscription. Termination of access will automatically occur at the end of this subscription period. In the event a trial period is agreed to, termination of registration and trial access will automatically occur at the end of the agreed trial period.
12. You will not do anything that would assist anyone who is not a registered user to gain access to any part of the DocketScope Service. If, for any reason, we believe that you have not complied with any

aspect of the Agreement, we may, at our discretion, cancel your access to the DocketScope Service immediately and without giving you any advance notice and terminate the License.

Payments

13. You will be charged for using the DocketScope Service in accordance with the tariff of charges agreed to under the Subscription Agreement.
14. Use of the DocketScope Service requires the payment of a subscription fee which shall be payable on the commencement of this Agreement and periodically thereafter, should you wish to continue to use the DocketScope Service, upon the beginning of each new subscription term.
15. License subscriptions expire automatically at the end of the subscription term.
16. Subscription fees will be invoiced monthly or annually based on usage and per the terms and conditions of the Subscription Agreement. Overdue invoices will automatically block access to the DocketScope Service.
17. Provider may make changes to the subscription fees but shall provide you with at least thirty (30) days' advance notice of any change.
18. Invoices will be delivered by electronic copy. If any other form of invoice is required, e.g., hard copy, an additional service charge will be added to the invoice.
19. You, or the organization named in the Subscription Agreement, will be responsible for all wire/transfer charges.

Warranties, Disclaimers, and Limitation of Liability

20. Except as expressly provided in the Subscription Agreement, all materials and services comprising the DocketScope Service are provided on an "as is" basis without warranty of any kind whatsoever, whether expressed or implied, including but not limited to warrants of merchantability or fitness for a particular purpose. Without limiting the forgoing, Provider makes no warranty that (i) the services and materials will meet your requirements or (ii) any errors in the software or data obtained from the DocketScope Service will be corrected.
21. DocketScope, Inc. (or any of its affiliates) shall not be liable for any indirect or consequential loss or damage, or for any loss of data, profit, revenue, or business (in each case whether direct or indirect), suffered by you as a result of use of the DocketScope Services, whether caused by tort (including negligence), breach of contract, or otherwise.
22. Unless you are an authorized user of a Subscription Agreement with the U.S. Federal Government, you shall indemnify on demand and hold Provider harmless from and against all losses, claims,

liabilities, costs, damages, fines, or expenses (including all legal costs) incurred or suffered by Provider arising out of or in connection with:

- Any breach by the Subscriber organization of the terms of this Subscription Agreement;
- Any breach by you of the terms of this Agreement or the Subscription Agreement; and

To the extent permitted by Law and without limitation to the provision of this Agreement, Provider's liability to you shall be limited to the subscription fee for the current term. No warranty is made as to the availability, accuracy, completeness, currency, or reliability of the information and material displayed in the DocketScope Service or in the reports generated from the DocketScope Service ("Reports") and Provider expressly disclaims (to the maximum extent permitted by any applicable law) all liability for any damage or loss resulting from your use of or reliance on the information and material published on the DocketScope website or in the Reports.

23. The use of the DocketScope Service is undertaken at your own discretion and risk and with your agreement that you will be exclusively responsible for loss of data stored on, or any other unusual malfunction to, your computer that results from using the DocketScope Service. No advice or information obtained by you through or from Provider shall create any warranty not expressly stated in these Terms.
24. In particular, Provider does not warrant that the DocketScope Service or any of its content are virus free. You must take your precautions in this respect as Provider accepts no responsibility for any infection by virus or other communication or by anything that has destructive properties.
25. Provider makes no warranty for any minimum operation (up-time) period of the DocketScope Service. Any interruption of the DocketScope Service whether due to maintenance, repair, or any other malfunction shall not entitle you to a refund of any print credits. Any liability for indirect damages, including but not limited to consequential damages, loss of profits, loss of savings, losses caused by interruption of operations, and the costs of reproduction or repair of wholly or partially lost data and/or information, even if foreseeable, is excluded.

Force Majeure

26. Provider is not liable for any loss incurred due to an interruption of the DocketScope Service or failure to deliver the DocketScope Service limited to thunderstorms, fire, floods, strikes and lockouts, network overload, malfunctions in external networks or servers, and system breakdowns.

Copyright

27. Except as otherwise specifically provided in this Agreement or the Subscription Agreement, Provider shall at all times remain the sole owner of all database rights, copyright and other intellectual property rights and like proprietary rights subsisting in or used in connection with the DocketScope Services. Any attempt to copy, publish or otherwise use or reproduce these materials by you, or anyone else, is unless specifically permitted by the Terms prohibited and may violate copyright laws, trademark laws and/or other regulations and statutes.

28. No right, title, or interest in any material found on the DocketScope Service is transferred to you as a result of the authority to use the DocketScope Service according to the Terms.
29. You shall not (save as to the extent allowed by law) on a temporary or permanent basis disassemble, decompile, or reverse-engineer the DocketScope Services, nor translate, adapt, modify, lease, rent, loan, redistribute, sub-lease, sub-license, pledge, or otherwise transfer your usage rights under this Agreement.

Termination (If the U.S. Government purchases the subscription, then paragraphs 30-32 are replaced by GSAM 552-232-78(a)(6) *Updating Terms*.)

30. Provider may modify the Terms at any time and any such modifications shall be made available via the DocketScope website at least thirty (30) days in advance of the changes taking effect. You will be deemed to have agreed to the varied Terms of Service by accessing the DocketScope Service following the changes taking effect.
31. Either party may terminate the subscription with thirty days' prior written notice. If you terminate the subscription, you are not entitled to a refund of any remaining proportion of the subscription fee or a credit for any non-invoiced or unpaid invoices for DocketScope Service obtained by you and awaiting invoicing or still unpaid.
32. Notwithstanding Clauses 30 and 31, Provider may terminate and/or suspend, without notice, your access to the DocketScope Service if you fail, at any time, to comply with these Terms or otherwise are in default with your obligations under the Subscription Agreement.

Jurisdiction and Applicable Law (If the U.S. Government purchases the subscription, then paragraphs 33-34 are replaced by GSAM 552.232-78(a)(3) *Law and Disputes*.)

33. The Terms shall be governed by and construed under the laws of the Commonwealth of Virginia, United States, without regard to conflict-of-law principles.
34. Any legal action with respect to any transaction subject to the Terms must be communicated to Provider promptly and expeditiously after the cause of action has arisen. If notice to this effect is not communicated to Provider in such a manner, both shall be exonerated from any liability whatsoever. Any such potential legal action must be commenced within one year after the cause of action has arisen. Any disputes relating to these Terms or otherwise arising as a result of the use of the DocketScope Services shall be subject to jurisdiction with the Courts of the United States of America. By accepting this Agreement, you are also accepting to be bound by the Courts of the United States of America and to have waived any claim that venue is improper for any reason with these courts.

Invalidity and General Terms

35. If any part of the Agreement is declared invalid or unenforceable by any court or authority of competent jurisdiction (including any provision in which we exclude our liability to you), all other provisions will remain in full force and effect and will not in

any way be impaired and the parties will agree a replacement provision which is as close as is legally permissible to the provision found invalid or unenforceable.

36. This Agreement, together with the subscription agreement, sets out the whole of our agreement relating to the supply to you by the Provider of the DocketScope Service. Nothing said by any representative on behalf of Provider should be understood as a variation of these terms and conditions or as an authorized representation about the nature or quality of the DocketScope Service.
37. The Agreement supersedes all prior agreements; negotiations, and discussions between the parties relating to the subject matter of this Agreement and you acknowledge that you have not entered into this Agreement in reliance on any statement or representation except in so far as the representation has been incorporated into this Agreement. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.
38. These Terms replace all other terms and conditions previously applicable to the use of the DocketScope Service. They are up to date as of 27th August 2024.