GENERAL SERVICES ADMINISTRATION
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.

<table>
<thead>
<tr>
<th>SCHEDULE NUMBER</th>
<th>MAS</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCHEDULE NAME</td>
<td>MULTIPLE AWARD SCHEDULE</td>
</tr>
<tr>
<td>LARGE CATEGORY</td>
<td>INFORMATION TECHNOLOGY</td>
</tr>
<tr>
<td>SUBCATEGORY</td>
<td>IT SOFTWARE</td>
</tr>
<tr>
<td>SPECIAL ITEM NUMBERS</td>
<td>511210 Software Licenses</td>
</tr>
<tr>
<td></td>
<td>54151 Software Maintenance Services</td>
</tr>
<tr>
<td></td>
<td>OLM Order-Level Materials</td>
</tr>
<tr>
<td>FSC/PSC CODES</td>
<td>7030 ADP SOFTWARE</td>
</tr>
<tr>
<td></td>
<td>J070 MAINTENANCE AND REPAIR OF AUTOMATIC DATA PROCESSING EQUIPMENT, SOFTWARE, SUPPLIES, SUPPORT EQUIPMENT</td>
</tr>
</tbody>
</table>

**CONTRACT NUMBER:** 47QTCA18D0038  
**CONTRACT PERIOD:** 1 DECEMBER 2017 – 30 NOVEMBER 2022  
**PRICELIST CURRENT THROUGH MODIFICATION #0016, 18 JUNE 2020**

**CONTRACTOR:** Compuware Corporation  
One Campus Martius  
Detroit, MI 48226  
Phone: (313) 227-7300  
Fax: (313) 227-9995  
www.compuware.com

**Business Size:** Large

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).
# TABLE OF CONTENTS

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS .................................................. 1

TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210 / 511210STLOC)  
AND SOFTWARE MAINTENANCE SERVICES (SPECIAL ITEM NUMBER 54151 / 54151STLOC) ........................................... 8

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS ............................... 12

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE ............................................................... 13

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS” ................................................................. 15

GSA PRODUCTS PRICE LIST – SINs 511210 / 511210STLOC .......................................................................................... 16

GSA PRODUCTS PRICE LIST – SIN 54151 / 54151STLOC ............................................................................................... 17

COMPUWARE LICENSE AGREEMENT ............................................................................................................................. 18
INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states and Washington, DC. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be CONUS delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

CONTRACTOR'S ORDERING ADDRESS:

Compuware Corporation
One Campus Martius
Detroit, MI 48226
Phone: (313) 227-7300
Fax: (313) 227-9995

CONTRACTOR'S PAYMENT ADDRESS:

Compuware Corporation
PO Box 74008120
Chicago, IL 60674-8120
Phone: (313) 227-7300

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.
The following telephone numbers can be used by ordering activities to obtain technical and/or ordering assistance:

<table>
<thead>
<tr>
<th>SIN 511210, 54151</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone: (313) 227-7300</td>
</tr>
<tr>
<td>Fax: (313) 227-9995</td>
</tr>
</tbody>
</table>

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number – 072773849
Block 30: Type of Contractor – C. Large Business
Block 31: Woman-Owned Small Business – No
Block 37: Contractor's Taxpayer Identification Number (TIN) – 38-2007430
Block 40: Veteran Owned Small Business (VOSB) – No

4a. CAGE Code: 9S447
4b. Contractor has registered with the System for Acquisition Management (SAM) Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210 / 511210STLOC</td>
<td>30 Days ARO</td>
</tr>
<tr>
<td>54151 / 54151STLOC</td>
<td>As negotiated with ordering agency</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>EXPEDITED DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210 / 511210STLOC</td>
<td>As negotiated with ordering agency</td>
</tr>
<tr>
<td>54151 / 54151STLOC</td>
<td>As negotiated with ordering agency</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>OVERNIGHT &amp; 2-DAY DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210 / 511210STLOC</td>
<td>As negotiated with ordering agency</td>
</tr>
<tr>
<td>54151 / 54151STLOC</td>
<td>As negotiated with ordering agency</td>
</tr>
</tbody>
</table>

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

c. i. ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

c. ii. TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall
be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

iii. EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

7. DISCOUNTS

Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: **Net 30 Days** from receipt of invoice or date of acceptance, whichever is later.
b. Quantity: **None Offered**
c. Dollar Volume: **None Offered**
d. Other Special Discounts: **None Offered**

8. TRADE AGREEMENTS ACT OF 1979, as amended

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

Export packing is available at extra cost outside the scope of this contract.

10. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is $100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)
a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:
   Special Item Number 511210 / 511210STLOC – Software Licenses
   Special Item Number 54151 / 54151STLOC – Software Maintenance Services

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.
13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L’Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)
   (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
   (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
   (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
   (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
   (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
   (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5.
   (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency’s order.
   (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency’s order.
   (i) Government-Furnished Property: As specified by the agency’s order, the Government may provide property, equipment, materials or resources as necessary.
Availability of Funds: Many Government agencies’ operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government’s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity’s convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors’ schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

1. Manufacturer;
2. Manufacturer’s Part Number; and
3. Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.gsaadvantage.gov.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if:

1. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
2. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
3. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
4. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

1. Time of delivery/installation quotations for individual orders;
2. Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/software package submitted in response to requirements which result in orders under this schedule contract.
3. Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.
c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Not Applicable

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and restoration services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes ☒ No ☐

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.compuware.com

The EIT standard can be found at: www.Section508.gov/
24. **PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _______ dated _______. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. **INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

   (1) For such period as the laws of the State in which this contract is to be performed prescribe; or

   (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors’ proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. **SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item’s interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at [http://www.core.gov](http://www.core.gov).

27. **ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)
1. **INSPECTION / ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance 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 software, unless the change is due to the defect in the software.

2. **ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

The License Agreement is enclosed for reference.

3. **GUARANTEE / WARRANTY**

   a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.

   **GUARANTEE.** Contractor warrants that all mainframe software furnished pursuant to the terms of this contract will operate on the licensed CPU(s) in substantial accordance with the specifications set forth in the user manuals for a period of one (1) year. All client server management software furnished pursuant to the terms of this contract will operate on the licensed CPU in substantial accordance with the specification set forth in the user manuals for a period of ninety (90) days. The warranty stated herein begins on the first day of acceptance. All media shall be free of defects and shall be replaced by Contractor in the event of any such defects. During the warranty period(s) Contractor will make incorporated improvements and enhancements to the Software which are not designated as options, available to the government at no additional charge.

   The benefits attending the Software during the warranty period(s) can be continued after the warranty term by participation in Contractors Software maintenance and support program by payment of maintenance fees, renewable on an annual basis, relative to the Software.

   b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

   c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. **TECHNICAL SERVICES**

   The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **1-800-538-7822** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8:00 a.m. to 5:00 p.m. Eastern Standard Time, Monday through Friday, exclusive of national holidays.**

5. **SOFTWARE MAINTENANCE**

   a. Software maintenance as it is defined: (select software maintence type):

   ✗ **1. Software Maintenance as a Product (SIN 511210 / 511210STLOC)**

   Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked
Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

**First Year Maintenance** is calculated at 18% (eighteen) percent of the Net Software License Fee. Subsequent annual renewals are calculated at the Last Annual Maintenance Fees Paid plus an increase of 0% to 4%, provided the configuration has not changed. Software maintenance service shall include the following during the Maintenance term.

**New Versions:** The Government will be entitled to receive all new releases of licensed Software Products and options as they become generally available.

**Telephone Hotline:** Contractor will provide 24-hour telephone support. Contractor’s standard business hours are 8:00 a.m. to 5:00 p.m. (EST), Monday through Friday, exclusive of national holidays. Contractor’s Support Hotline number is 1-800-538-7822.

**Response Time:** Contractor will respond to all urgent requests for software maintenance services within four (4) hours of notification. All other requests are normally responded to within 24 hours of notification.

**Updates:** Government will be entitled to receive all updates and revisions to the licensed Software Products and options including updates to the Software Product documentation.

**Fixes:** Contractor will attempt to correct or replace the licensed Software Products under the maintenance plan and/or provide services necessary to remedy programming errors attributable to Contractor.

**Technical Questions:** Contractor’s product support staff is available to answer questions regarding installation procedures, compatibility with other software and general questions regarding the capabilities of the licensed Software Products.

### 2. Software Maintenance as a Service (SIN 54151 / 54151STLOC)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

### 6. PERIODS OF MAINTENANCE (54151 / 54151STLOC)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity’s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.
7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE (Not Applicable)
   a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following
      acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each
      software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software
      was on a term license and the date of the last update or enhancement.
   b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the
      next, provided the software remains on a term license within the ordering activity.
   c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of
      conversion from a term license to a perpetual license.
   d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was
      initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a
      perpetual license, whichever is the less, minus an amount equal to NOT APPLICABLE of all term license payments during the period
      that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION (Not Applicable)
   a. After a software product has been on a continuous term license for a period of NOT APPLICABLE months, a fully paid-up,
      non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of
      continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular
      fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this
      contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be
      discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be
      forfeited.
   b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued,
      at the prices and terms of Special Item Number 54151 / 54151STLOC, if the licensee elects to order such services. Title to the
      software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (511210 / 511210STLOC AND 54151 / 54151STLOC)
   a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
   b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be
      subject to the following:
         (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise
             specified.
         (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or
             independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau,
             division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in
             the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint
             projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other
             agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third
             parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take
             appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third
             parties that are permitted access to the computer programs and documentation in connection with the user ordering
             activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted
             third parties shall be deemed agents of the user ordering activity.
         (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available
             the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval
             of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have
             the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to
             use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the
right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (511210 / 511210STLOC)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (511210 / 511210STLOC), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

Compuware Corporation does not offer right-to-copy pricing.
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Compuware Corporation provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Kiley LePage, Senior Counsel
Phone: (313) 227-7280
Email: kiley.lepage@compuware.com
In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and Compuware Corporation enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract 47QTCA18D0038.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity ___________________________  Date ___________________________  Contractor ___________________________  Date ___________________________
Pursuant to GSA Federal Supply Schedule Contract Number 47QTCA18D0038, Blanket Purchase Agreements, Compuware Corporation agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
<td>__________________________</td>
</tr>
</tbody>
</table>

(2) Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be __________________________.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _________________ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;
(b) Contract Number;
(c) BPA Number;
(d) Model Number or National Stock Number (NSN);
(e) Purchase Order Number;
(f) Date of Purchase;
(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor’s invoice, the provisions of this BPA will take precedence.
Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.
GSA PRODUCTS PRICE LIST –
SINS 511210 / 511210STLOC

To view and order from the complete catalog of software and maintenance available under this GSA Schedule, please search under our contract number 47QTCA18D0038 at the GSA Advantage! website.
54151 Maintenance of Software as a Service

First year Maintenance is calculated at eighteen percent (18%) of the Net Software Licensee Fee. Subsequent annual renewals are calculated at the Last Annual Maintenance Fees Paid plus an increase of 0% to 4% provided the configuration has not changed.
This License Agreement is between COMPUWARE CORPORATION (Compuware) and Licensee:
Licensee: _______________________________________________________________________________
Street Address: __________________________________________________________________________
City: ______________________________________ State: _______________ Zip:_____________________

1. DEFINITIONS
The following terms shall have the meanings set forth below, unless otherwise indicated:
(a) “Agreement” means this License Agreement, including Product Schedules and written amendments that have been signed by both parties.
(b) “Concurrent User(s)” means the maximum number of users who are licensed to access the Software at any given time.
(c) “Documentation” means the technical specifications contained in the user and system documentation that are made generally available to Compuware’s licensees.
(d) “Licensed Computer(s)” means the designated processing unit(s) owned or leased by Licensee, upon which the Software is licensed to operate.
(e) “Licensed Location(s)” means the physical location(s) at which the Software is licensed to operate, as set forth on the Product Schedule.
(f) “Named Users” means the maximum number of identified individual computers on which Users are authorized to access the Software.
(g) “Product Schedule” means each Compuware ordering document signed by the duly authorized representatives of both parties, which identifies the Software or services ordered by Licensee from Compuware and which incorporates the terms and conditions of this Agreement by reference.
(h) “Software” means the proprietary software product(s) provided in machine-readable object code form, including any related Documentation, governed under this Agreement.
(i) “Users” means Named or Concurrent Users, as applicable.

2. LICENSE GRANT
(a) Compuware hereby grants to Licensee a non-exclusive, non-transferable, perpetual, unless otherwise noted, license to install and use the Software set forth in the applicable Product Schedule in accordance with the Documentation, solely for Licensee’s own internal business operations, and in accordance with the scope and type of use set forth in such Product Schedule.
(b) The Software may be used only by Licensee, for the benefit of Licensee, to process Licensee’s own data for Licensee’s own internal operations. The Software may also be used by Licensee contractors under obligation of non-disclosure solely for the benefit of Licensee. Licensee shall ensure that each person authorized to use the Software under the terms of this Agreement is informed of and agrees to conform to the obligations of the Licensee hereunder. Licensee may not use the Software to offer data processing services to third parties, including but not limited to outsourcing or service bureau use. Licensee may not use the Software in contravention of any applicable laws or government regulations.
(c) Licensee may use the Software temporarily on an alternate processing unit other than the Licensed Computer for a reasonably necessary period while the Licensed Computer is inoperable due to a disaster. Any other use on an alternate processing unit requires Compuware’s prior written approval.

3. PAYMENTS
Licensee shall pay Compuware upon the submission of proper, valid invoices or vouchers, the amounts set forth on any invoice or voucher and/or as stipulated in the contract for supplies delivered and accepted resulting from this Agreement to the contract within thirty (30) days of the date of the invoice. Compuware may impose a late payment charge equal to the lesser of 1 ½% per month or the maximum rate allowed by law. The parties agree that this paragraph shall override and supersede any provision to the contrary set forth on a purchase order or invoice.

4. TITLE, PROPRIETARY RIGHTS
(a) Title and full ownership rights to the Software and all intellectual property rights therein including patent, copyright, trademark and trade secret rights shall remain with Compuware. Compuware reserves all rights granted to it under copyright, patent and other intellectual property laws.

(b) Licensee shall not sublicense, distribute, modify, create derivative works or of reverse engineer the Software. Licensee shall not make copies or reproductions of the Software, except for copies solely for internal archive and backup purposes. Such copies shall display all Compuware legends and notices. At Compuware’s request, not to exceed more than once per calendar year, Licensee shall certify in writing that the Software is being used in compliance with this Agreement. If Licensee’s use of the Software is found to be greater than contracted for, Licensee will be invoiced for the additional licenses and the unpaid license fees shall be payable in accordance with this Agreement.

5. ASSIGNMENT
Licensee shall not assign or transfer this Agreement, the use of the Software or its rights or obligations under this Agreement without the prior written consent of Compuware.

Compuware 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), Compuware may not assign its rights to receive payment under this contract.

6. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS
In the event an intellectual property right claim is brought against Licensee for use of the Software, Compuware agrees to indemnify Licensee 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, provided Licensee (i) gives Compuware reasonable, written notice of such claim. In the defense or settlement of such claim, Compuware may, at its option (i) obtain for Licensee the right to continue using the Software, (ii) replace or modify the Software so that it avoids such claim, or if such remedies are not reasonably available, (iii) accept the return of the infringing Software and provide Licensee with a refund of the license fees paid for the infringing Software pro-rated equally over a sixty (60) month period from the date of delivery of the Software. Compuware shall have no liability if the claim is based on (i) an unauthorized modification of the Software or (ii) use of the Software other than as authorized under this Agreement.

(a) This Section 7 states the entire liability of Compuware, and Licensee’s sole and exclusive remedies, with respect to intellectual property right claims.

7. LIMITED WARRANTIES AND REMEDIES
(a) Compuware warrants and represents that at the time of delivery and for a period of ninety (90) days thereafter: (i) the Software will operate in substantial accordance with the Documentation, and (iii) the Software media will be free of defects in material and workmanship under normal use.
(b) COMPUWARE HEREBY DISCLAIMS, ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL,
EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING,
THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY
(a) EXCEPT AS PROVIDED IN SECTION 7 OF THIS AGREEMENT, THE ENTIRE LIABILITY OF
COMPUWARE AND LICENSEE’S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE RELATED
TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER
IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE LICENSE FEES PAID BY LICENSEE
FOR THE SOFTWARE THAT IS THE SUBJECT MATTER OF SUCH ACTION, PRO-RATED EQUALLY
OVER A SIXTY (60) MONTH STRAIGHT LINE DEPRECIATION AS OF THE DATE OF DELIVERY
OF THE SOFTWARE.

(b) IN NO EVENT WILL COMPUWARE BE LIABLE FOR (I) INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE,
EXEMPLARY OR CONSEQUENTIAL DAMAGES; (II) LOSS OF OR DAMAGE TO LICENSEE’S DATA
FROM ANY CAUSE, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR
SAVINGS, . EXCEPT AS PROVIDED IN SECTION 7 ABOVE, IN NO EVENT WILL COMPUWARE BE
LIABLE FOR ANY CLAIMS, DEMANDS OR ACTIONS, WHETHER IN CONTRACT, TORT, OR
OTHERWISE, AGAINST LICENSEE BY ANY THIRD PARTY.

(c) The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting
from Compuware’s negligence; (2) for fraud; (3) for any other matter for which liability cannot be
excluded by law or (4) express remedies provided under any FAR, GSAR or Schedule 70 solicitation
clauses incorporated into the GSA Schedule 70 contract.

(d)

10. MAINTENANCE SERVICE
(a) Maintenance Service will be provided at no additional charge for the period, if any, stated in the applicable
Product Schedule(s).

(b) If Licensee is current in the payment of all license and Maintenance Service fees, Compuware will make
available the following Maintenance Service (“Maintenance Service”):

(i) maintain the Software in an operable condition in substantial accordance with the then-current
Documentation;
(ii) telephone technical support;
(iii) Compuware-designated updates and enhancements to the Software that Compuware generally makes
available without charge to other Licensees of the Software under Maintenance Service; and
(iv) use commercially reasonable efforts to provide correction, replacement or other services for a defect.

(c) Maintenance Service may be renewed on an annual basis unless Licensee provides written notice to
Compuware to discontinue Maintenance Service at least sixty (60) days prior to the renewal date. If
Licensee discontinues Maintenance Service, and thereafter elects to reinstate Maintenance Service,
Compuware’s then-current maintenance rates and terms shall apply. Compuware reserves the right to
suspend Maintenance Service if Licensee fails to pay.

11. DEFAULT
Either party may terminate the Agreement if the other fails to cure a default within thirty (30) days of written
notice. Compuware may immediately terminate the Agreement for a violation of Compuware’s intellectual
property rights. Any terms of this Agreement which by their nature extend beyond its termination shall
remain in effect. Upon termination of this Agreement, Licensee shall immediately either destroy or return
the Software to Compuware and certify in writing to Compuware that all copies of the Software are no
longer in use.

12. CONFIDENTIALITY
(a) Each party will regard any information provided to it by the other party and designated in writing as proprietary or confidential to be confidential ("Confidential Information"). Confidential Information shall also include all information which, to a reasonable person, is of a confidential or proprietary nature. A party will not disclose the other party’s Confidential Information to any third party without the prior written consent of the other party, nor make use of any of the other party’s Confidential Information except in its performance under this Agreement. Each party accepts responsibility for the actions of its agents or employees and shall protect the other party’s Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The parties expressly agree that the Software and the terms and pricing of this Agreement are the Confidential Information of Compuware. Licensee will not remove or destroy any proprietary markings or restrictive legends placed upon or contained in the Software. A receiving party shall promptly notify the disclosing party upon becoming aware of a breach or threatened breach hereunder, and shall cooperate with any reasonable request of the disclosing party in enforcing its rights.

(b) Information will not be deemed Confidential Information hereunder if such information: (a) is known prior to receipt from the disclosing party, without any obligation of confidentiality; (b) becomes known to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (c) lawfully becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (d) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing party reasonable prior written notice to permit the disclosing party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

(c) Compuware acknowledges that Federal agencies are subject to the Freedom of Information Act (FOIA) and some information may be released despite being characterized as "confidential" by Compuware, and Compuware agrees that that courts of competent jurisdiction may require certain information to be released under FOIA (5 USC 552) that does not fall under certain exceptions, and such information must be released when requested.

(d) Further, neither the agreement nor the Federal Supply Schedule price list (if applicable) shall be deemed “confidential information.” Issues regarding release of “unit pricing” will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

13. NOTICES
Any demand, notice, consent, or other communication required by this Agreement must be given in writing and shall be deemed delivered upon receipt when delivered personally or upon confirmation of receipt following delivery by internationally recognized overnight courier service to the addresses specified on the applicable ordering document (Product Schedule, quote or purchase order).

14. GOVERNING LAW
This Agreement shall be interpreted and enforced in accordance with Federal Law.

15. EXPORT CONTROLS
Licensee acknowledges that this Software is subject to the U.S. Export Administration Regulations (the “EAR”) and Licensee will comply with the EAR. Licensee shall not export or re-export this Software, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who Licensee knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or (3) any end user who has been prohibited from participating in the US export transactions by any federal agency of the US government. In addition, Licensee is responsible for complying with any applicable local laws regarding export or use of this Software.
16. UNITED STATES GOVERNMENT RIGHTS
The Software is a "Commercial Item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), and is comprised of "commercial computer software" and "commercial computer software documentation". If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this License as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data), as well as Part 27.405(b)(2) of the Federal Acquisition Regulation ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this License as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software or technical data under this License. Any restrictive markings or legends on the software shall not be removed by any party.

17. ENABLEMENT ASSISTANCE
Compuware retains full rights of ownership and use in: 1) any programs, products or methodologies of Compuware created by Compuware prior to or independently of the services contemplated herein ("Pre-existing Works"); and 2) all programs, products, methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how, which may be created or developed in connection with the services and are modifications and/or derivatives of Compuware's Pre-existing Works. Licensee must schedule any enablement assistance included on a Product Schedule within twelve (12) months of the order date or will forfeit the right to those services without refund. During the term of enablement assistance and for 12 months thereafter, both parties agree not to solicit or retain any employee of the other party who was engaged with or interacted with the other party pursuant to the enablement assistance. The foregoing provision will not prohibit: i) general solicitations of employment in any public media; and ii) any individual responses or hiring decisions thereto.

18. EVALUATION COPY
This section shall only apply if the Software has been provided for Licensee's evaluation of the Software ("Evaluation Copy"). An Evaluation Copy is deemed to be Software subject to all restrictions hereunder with the added restrictions that any such Software shall be considered to be provided for evaluation purposes only, shall not be put into productive use, and shall not be included as part of Licensee's business processes in any manner, unless and until such software programs are licensed and paid for by Licensee. The Evaluation Copy is provided AS IS, with no warranties, express or implied, for the sole and exclusive purpose of enabling Licensee to evaluate the Software. The Evaluation Copy will automatically time-out at the end of the evaluation period. If Licensee elects to continue to use the Software at the end of the evaluation period, Licensee must contact a Compuware representative.

19. ESCROW OF SOURCE CODE
If Compuware is adjudged to be in a state of bankruptcy or receivership and Compuware or its successor is otherwise incapable of maintaining the Software, Compuware or its successor will provide Licensee with a current version of the source code of the Software. Compuware has deposited a copy of the current source code of the Software with Harness, Dickey & Pierce, P.L.C., 5445 Corporate Drive, Suite 200, Troy, MI 48098-0270 ("Escrow Agent") which is governed by the agreement between Compuware and Escrow Agent ("Escrow Agreement"). Compuware makes its source code deposit a minimum of two (2) times per year.

20. ENTIRE AGREEMENT
This Agreement is the complete statement of the understanding between the parties, and supersedes all prior proposals and other communications between the parties. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party. Failure or delay by either party in exercising any right or remedy will not constitute a waiver. In the event that any provision of this Agreement shall be declared invalid, the entire Agreement shall not fail on its account, and that provision shall be severed, with the balance of this Agreement continuing in full force and effect. The terms and conditions contained in any purchase order issued by Licensee shall be of no force or effect, even if the order is accepted by Compuware. This Agreement shall supersede all terms of any unsigned, shrink-wrap or click-wrap license included in any package, media or electronic version of
the software and any such software shall be licensed under the terms of this Agreement. In the event of a conflict in terms among the Agreement and a Product Schedule, the Product Schedule shall control. Licensee is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between Compuware and Licensee. Certain Software contains product security measures which may include password protection, anti-copying subroutines or other security measures designed to restrict the installation and/or usage of the Software to the licensed configuration.

Agreed By COMPUWARE:

Authorized Signature

Name

Title

Date

Agreed By LICENSEE:

Authorized Signature

Name

Title

Date