



**AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-33 Perpetual Software Licenses

Note: Contractor has been awarded all Special Item Numbers under the Cooperative Purchasing and Disaster Recovery Programs.

**SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Operating System Software

Application Software

Utility Software

FSC/PSC Class J070 MAINT-REP OF ADP EQ & SUPPLIES

Maintenance of Software

**Kaseya U.S. Sales LLC**

2077 Gateway Place, Suite 550

San Jose, CA 95110

Phone: (415) 694-5700 Fax: (415) 723-7686

Internet Address: [www.kaseya.com](http://www.kaseya.com)

Contract Number:

**GS-35F-0042X**

Period Covered by Contract:

**October 27, 2010 through October 26, 2015**

General Services Administration

Federal Acquisition Service

Price List Current through modification #PO-0010 dated July 10, 2013

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.gsa.gov/fas>

**TABLE OF CONTENTS**

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS .....3

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) .....9

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

BLANKET PURCHASE AGREEMENT (BPA) ..... 13

BPA FORMAT GUIDELINES ..... 14

CONTRACTOR TEAM ARRANGEMENTS ..... 15

KASEYA U.S. SALES LLC'S AUTHORIZED GSA PRICING ..... 16

**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](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.gsa.gov/fas](http://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, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. 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 domestic delivery only.

**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

**Orders:**

**Kaseya U.S. Sales LLC  
2077 Gateway Place, Suite 550  
San Jose, CA 95110**

**Remittance Address:**

**Kaseya U.S. Sales LLC  
P.O. Box 100146  
Arlington, VA 22210**

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 number can be used by ordering activities to obtain technical and/or ordering assistance:

**(415) 694-5700**

**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 Contract  
Block 16: Data Universal Numbering System (DUNS) Number: 962115783  
Block 30: Type of Contractor: C. Large Business  
Block 31: Woman-Owned Small Business - No  
Block 37: Contractor's Taxpayer Identification Number (TIN): 460522543

- 4a. CAGE Code: 5ZTG1  
4b. Contractor has registered with the Central Contractor Registration 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:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-33</u>	<u>30</u> Days

- 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.

**7. DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.  
b. Quantity: None  
c. Dollar Volume: Additional 3% for orders between \$200,000 - \$500,000  
d. Government Educational Institutions are offered the same discounts as all other Government Customers  
e. Other: None

**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:**

**10. Small Requirements:** The minimum dollar value of orders to be issued is \$100.

**11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

- a. The Maximum Order value for the following Special Item Number (SIN) is \$500,000:  
Special Item Number 132-33 - Perpetual Software Licenses

**12. ORDERING PROCEDURES 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.

- (j) 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.
- (k) 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. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. 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/ service/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.

**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: None

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 receive 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 reinstallation services under SIN 132-8 or 132-9.

**23. SECTION 508 COMPLIANCE**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: N/A

The EIT standard can be found at: [www.Section508.gov/](http://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>.

**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)

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES  
(SPECIAL ITEM NUMBER 132-33)**

**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. 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.

Limited Warranty. Kaseya warrants that the Software when shipped or transmitted to you will operate substantially in accordance with the Documentation for a period of ninety (90) days from delivery to Customer. Customer's sole and exclusive remedy and the entire liability of Kaseya under this limited warranty will be at Kaseya's option, repair, replacement, or refund of the purchase price of the Software (or if the Software provides the functionality intended by Kaseya and the error is in the Documentation Kaseya will correct the Documentation), in each case subject to the condition that any error or defect constituting a breach of this limited warranty is reported to Kaseya within the limited ninety (90) day warranty period. This warranty does not apply if the Software, or any other equipment upon which the Software is authorized to be used: (a) has been altered, except by Kaseya or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Kaseya, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (d) is licensed for beta, evaluation, testing or demonstration purposes; or (e) any Software for which Kaseya does not receive a license fee.

b. 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.

**3. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (415) 694-5700 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 a.m. to 5:00 p.m. PST.

**4. SOFTWARE MAINTENANCE**

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

1. Software Maintenance as a Product (SIN 132-33)

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.

- 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.

**5. UTILIZATION LIMITATIONS - (SIN 132-33)**

- 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.
  - (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.

**6. SOFTWARE CONVERSIONS - (SIN 132-33)**

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 (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

**7. 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.

**8. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**9. KASEYA END-USER LICENSE AGREEMENT**

The ordering activity agrees to abide by the Terms of the Kaseya End-User License Agreement which is provided as part of the installation process.

**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

PREAMBLE

Kaseya U.S. Sales LLC 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.

**Name:** Eva Manning  
**Phone:** (415) 694-5700 ext. 1334  
**Fax:** (415) 723-7686  
**E-mail:** [eva.manning@kaseya.com](mailto:eva.manning@kaseya.com)

**\*\*Include the following SUGGESTED Blanket Purchase Agreement (BPA) format in the proposed FSS IT Schedule Pricelist. THIS IS ONLY A SUGGESTED TEMPLATE\*\***

BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) 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(s) \_\_\_\_\_.

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



**BASIC GUIDELINES FOR USING  
“CONTRACTOR TEAM ARRANGEMENTS”**

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

**KASEYA U.S. SALES LLC'S AUTHORIZED GSA PRICING**

<b>SIN</b>	<b>Part Number</b>	<b>Description</b>	<b>GSA Price</b>	<b>Warranty</b>	<b>CO O</b>
132-33	EE-1-K2-VSA-S	01. Enterprise Edition VSA Framework Server	\$4,231.74	90 Days	UK
132-33	EE-1-K2-VSA-A	02. Enterprise Ed VSA Client License	\$101.56	90 Days	UK
132-33	EE-1-K2-LC	03. Live Connect	\$846.35	90 Days	UK
132-33	EE-1-K2-SD	04. Service Desk - Incident and Problem Desks	\$42,317.38	90 Days	UK
132-33	EE-1-K2-KB	05. Knowledge Base	\$4,231.74	90 Days	UK
132-33	EE-1-K2-CM	06. Change Management Desk	\$4,231.74	90 Days	UK
132-33	EE-1-K2-RM	07. Release Management Desk	\$4,231.74	90 Days	UK
132-33	EE-1-K2-DESK	08. Additional Desk	\$4,231.74	90 Days	UK
132-33	EE-1-K2-SDADMIN	09. Service Desk Administrator	\$846.35	90 Days	UK
132-33	EE-1-K2-SDTECH	10. Service Desk Technician	\$211.59	90 Days	UK
132-33	EE-1-K2-MOBSD	11. Phone Mobile Service Desk	\$21.16	90 Days	UK
132-33	EE-1-K2-AV-SW	12. Anti-Virus Server or Workstation	\$6.77	90 Days	UK
132-33	EE-1-K2-AV-EXCH-MB	13. Anti-Virus Exchange Mailbox	\$6.77	90 Days	UK
132-33	EE-1-K2-IBR-S	14. Image Backup and Recovery - Server	\$846.35	90 Days	UK
132-33	EE-1-K2-IBR-W	15. Image Backup and Recovery - Workstation	\$42.32	90 Days	UK
132-33	EE-1-K2-DPM	16. Desktop Policy Management	\$6.77	90 Days	UK
132-33	EE-1-K2-DM	17. Desktop Migration	\$846.35	90 Days	UK
132-33	Maintenance	Total System Maintenance (per year starting in year two)	20% of the total GSA system price	N/A	UK
<b>System Components</b>					
<b>System</b>					
132-33	K2-KSM-1	System Manager- Single domain capable includes 1 system administrator. Includes Management and operational reporting, administration functions, agent deployment functions, IT Business procedure engine, single Kaseya Application server	\$4,231.74	90 Days	UK
132-33	K2-AGENT- WW	Windows Workstations. Compatible with K2-KSM-1 (price is per agent).	\$8.46	90 Days	UK
132-33	K2- AGENT- WS	Windows Servers. Compatible with K2-KSM-1 (price is per agent)	\$16.93	90 Days	UK
132-33	K2- AGENT- MACW	Mac OS X. Compatible with K2-KSM-1 (price is per agent)	\$8.46	90 Days	UK
132-33	KW- AGENT-LNX	Linux. Compatible with K2-KSM-1 (price is per agent)	\$12.70	90 Days	UK
Users					
132-33	K2-USER-SYS	System Administrators	\$2,115.87	90 Days	UK
132-33	K2-USER-APP	Application Administrators	\$846.35	90 Days	UK
132-33	K2-USER-TECH	Technician	\$423.17	90 Days	UK
132-33	K2-USER-EUSR	End User	\$211.59	90 Days	UK
<b>Applications</b>					

132-33	K2-KAIA-1	Asset Inventory / Audit	\$2,115.87	90 Days	UK
132-33	K2-AGENT-WW-INV	Windows Work Stations- compatible with K2-KAIA-1. (price is per agent)	\$0.85	90 Days	UK
132-33	K2-AGENT-WS-INV	Windows servers- compatible with K2-KAIA-1 (price is per agent)	\$0.85	90 Days	UK
132-33	K2-AGNET-MACW-IN	Mac OS- compatible with K2-KAIA-1 (price is per agent)	\$0.85	90 Days	UK
132-33	K2-AGNET- LNX-INV	Linux- compatible with K2-KAIA-1 (price is per agent)	\$0.85	90 Days	UK
132-33	K2-KND-1	Network Discovery	\$2,115.87	90 Days	UK
132-33	K2-KPA-1	Patch Management	\$2,115.87	90 Days	UK
132-33	K2-KTK-1	Ticketing	\$2,115.87	90 Days	UK
132-33	K2-KPMO-1	Performance Monitoring	\$2,115.87	90 Days	UK
132-33	K2-KLMO-1	Log Monitoring	\$2,115.87	90 Days	UK
132-33	K2-KDPM-1	Desktop Policy Management	\$2,115.87	90 Days	UK
132-33	K2-KDM-1	Desktop Migration	\$2,115.87	90 Days	UK
132-33	K2-INMGT	Incident Management	\$4,231.74	90 Days	UK
132-33	K2-PRMGT	Problem Management	\$4,231.74	90 Days	UK
132-33	K2-KNMGT	Knowledge Management	\$2,115.87	90 Days	UK
132-33	K2-DESK-CUST	Custom Desk Management	\$2,115.87	90 Days	UK
132-33	K2-KLC-1	Live Connect Remote Access	\$4,231.74	90 Days	UK
132-33	K2-KBR-W	Kaseya Backup for Windows Workstations Perpetual	\$42.32	90 Days	UK
132-33	K2-KBR-S	Kaseya Backup for Windows Servers Perpetual	\$253.90	90 Days	UK
132-33	K2-KPM-1	Policy Management	\$846.35	90 Days	UK
132-33	K2-KDS-1	Directory Services - Under 50 domains	\$4,231.74	90 Days	UK
132-33	K2-KDS-1	Directory Services - Unlimited domains	\$8,463.48	90 Days	UK
132-33	K2-KSB-1	Service Billing	\$846.35	90 Days	UK
132-33	K2-KTT-1	Time Tracking	\$846.35	90 Days	UK
132-33	K2-KID-CLN-PERP	Imaging & Deployment - Module	\$846.35	90 Days	UK
132-33	K2-KPM-1	Imaging & Deployment - Client	\$16.93	90 Days	UK
<b>Network Monitor Packages- Standalone Applications</b>					
132-33	SA-KNM- OBJ-PERP	Objects / IP Addresses - 100 seats	\$1,692.70	90 Days	UK
132-33	SA-KNM- OBJ-PERP	Objects / IP Addresses - 250 seats	\$3,702.77	90 Days	UK
132-33	SA-KNM- OBJ-PERP	Objects / IP Addresses - 500 seats	\$6,347.61	90 Days	UK
132-33	SA-KNM- OBJ-PERP	Objects / IP Addresses - 1000 seats	\$8,463.48	90 Days	UK
132-33	SA-KNM- OBJ-PERP	Objects / IP Addresses - 1500 seats	\$11,425.69	90 Days	UK
132-33	SA-KNM- OBJ-PERP	Objects / IP Addresses - 2000 seats	\$13,541.56	90 Days	UK
132-33	SA-KNM- OBJ-PERP	Objects / IP Addresses - 2500 seats	\$14,811.08	90 Days	UK
132-33	SA-KNM-1-STD-PERP	Standard Edition - Server	\$423.17	90 Days	UK
132-33	SA-KNM-1-DIST-PERP	Distributed Edition - Server	\$1,692.70	90 Days	UK
132-33	SA-KNM-DIS-GTW-PERP	Distributed Edition - Gateway	\$84.63	90 Days	UK
<b>VSA Pricing for Master IT Services Edition and Enterprise Edition Customers (price is per seat)</b>					
132-33	EE-MITSE-SEAT-T1	Current License level 1-100	\$50.78	90 Days	UK
132-33	EE-MITSE-SEAT-T2	Current License level 101-250	\$33.85	90 Days	UK
132-33	EE-MITSE-SEAT-T3	Current License level 251-500	\$25.39	90 Days	UK
132-33	EE-MITSE-SEAT-T4	Current License level 501+	\$16.93	90 Days	UK
<b>Bundle Perpetual</b>					
132-33	P-ONP-K2-GOV-100	Tier 99 - Includes Single Kaseya Production Server; Windows, Linux, Mac and Mobile Agents; Discover, Inventory, and Audit; Agent Scripting & Software	\$59.24	90 Days	UK

		Packaging; Remote Desktop & Live Connect; Agent Based Monitoring; Patch Deployment & Management; Reporting; Ticketing; Time Tracking; 5 VSA Sys Admins; Policy Management and Mobile Device Management			
132-33	P-ONP-K2-GOV-250	Tier 249 - Includes Single Kaseya Production Server; Windows, Linux, Mac and Mobile Agents; Discover, Inventory, and Audit; Agent Scripting & Software Packaging; Remote Desktop & Live Connect; Agent Based Monitoring; Patch Deployment & Management; Reporting; Ticketing; Time Tracking; 5 VSA Sys Admins; Policy Management and Mobile Device Management	\$51.54	90 Days	UK
132-33	P-ONP-K2-GOV-500	Tier 499 - Includes Single Kaseya Production Server; Windows, Linux, Mac and Mobile Agents; Discover, Inventory, and Audit; Agent Scripting & Software Packaging; Remote Desktop & Live Connect; Agent Based Monitoring; Patch Deployment & Management; Reporting; Ticketing; Time Tracking; 5 VSA Sys Admins; Policy Management and Mobile Device Management	\$44.84	90 Days	UK
132-33	P-ONP-K2-GOV-1000	Tier 999 - Includes Single Kaseya Production Server; Windows, Linux, Mac and Mobile Agents; Discover, Inventory, and Audit; Agent Scripting & Software Packaging; Remote Desktop & Live Connect; Agent Based Monitoring; Patch Deployment & Management; Reporting; Ticketing; Time Tracking; 5 VSA Sys Admins; Policy Management and Mobile Device Management	\$39.01	90 Days	UK
<b>SaaS Offerings</b>					
<b>Contract - Annual / Named Admin</b>					
132-33	S-CLD-K2-INS	Includes (All of core – Patch, Simple & Ticketing); KLC (Portions); Audit (Portions); Patch (Status only); KDPM (VPRO Activation); LAN Watch; Deploy Agents; Mobile (Audit only) & First Admin free	\$418.94	90 Days	UK
132-33	S-CLD-K2-FND	Insight Plus: KLC All, Audit All; Patch All; Simple Ticketing; Agent Procedures - Alerts/Alarms (to support Patch)	\$842.12	90 Days	UK
132-33	S-CLD-K2-PRO	Foundation Plus: Time Tracking; Agent Monitoring; Policy Management; Mobile Device Mgt; Service Billing	\$1,011.39	90 Days	UK
132-33	S-CLD-K2-MAS	Professional Plus: KDPM; KSD 2 Desks; KID; KDS	\$1,688.46	90 Days	UK
		Regular Add-ons (Purchased per seat)			
		SaaS Annual Price			
132-33	S-CLD-K2-KAV-W	Antivirus for Workstations	\$9.31	90 Days	UK
132-33	S-CLD-K2-KAV-S	Antivirus for File Servers	\$18.62	90 Days	UK
132-33	S-CLD-K2-KES-WS	Endpoint Security for Desktop and Server	\$7.45	90 Days	UK
132-33	S-CLD-K2-KAM	Antimalware	\$7.45	90 Days	UK
132-33	S-CLD-K2-KOB-SEAT	Online Backup Seat	\$4.65	90 Days	UK
132-33	S-CLD-K2-KSDU	Software Deployment (Catalog)	\$9.31	90 Days	UK
132-33	S-CLD-K2-KSD-DESK	Additional Desk (Master Option Only Per Admin)	\$50.78	90 Days	UK
<b>Add-Ons (for Perpetual Bundles)</b>					
<b>Subscription Add-ons (for Perpetual Bundles)</b>					
<b>Price Per Seat Per Year</b>					

132-33	S-ONP-K2-BUDR-W	Kaseya Backup Workstation (available for existing customers only)	\$20.31	90 Days	UK
132-33	S-ONP-K2-BUDR-S	Kaseya Backup Server	\$152.34	90 Days	UK
132-33	S-ONP-K2-KAV-W	Antivirus for Workstations	\$8.46	90 Days	UK
132-33	S-ONP-K2-KAV-S	Antivirus for Windows Servers	\$16.93	90 Days	UK
132-33	S-ONP-K2-KAM	Antimalware for Windows	\$6.77	90 Days	UK
132-33	S-ONP-K2-KES-WS	Endpoint Security Workstation and Servers	\$6.77	90 Days	UK
132-33	S-ONP-K2-KES-EXCH	Endpoint Security Exchange Mailboxes	\$6.77	90 Days	UK
132-33	S-ONP-K2-KSDU	Software Deployment & Update	\$8.46	90 Days	UK
132-33	S-ONP-K2-KOB-SEAT	Online Backup	\$50.78	90 Days	UK
<b>Perpetual Add-Ons</b>					
<b>Price Per Seat</b>					
132-33	P-ONP-K2-KDPM	Desktop Policy Management - Seat	\$4.40	90 Days	UK
132-33	P-ONP-K2-KDM	Desktop Migration - Seat	\$3.30	90 Days	UK
132-33	P-ONP-K2-KID-CLN	Imaging & Deployment - Seat (requires purchase of P-ONP-K2-KID)	\$22.01	90 Days	UK
132-33	P-ONP-K2-BUDR-W	Kaseya Backup Workstation (available for existing customers only)	\$55.01	90 Days	UK
132-33	P-ONP-K2-BUDR-S	Kaseya Backup Server	\$330.08	90 Days	UK
<b>Perpetual Add-Ons</b>					
<b>Price Per Module</b>					
132-33	P-ONP-K2-KID	Imaging & Deployment - Module	\$1,100.25	90 Days	UK
132-33	P-ONP-K2-KSB	Service Billing	\$1,100.25	90 Days	UK
132-33	P-ONP-K2-KSD	Service Desk - 2 Desks	\$5,501.26	90 Days	UK
132-33	P-ONP-K2-KSD-DESK	Additional Desk	\$2,750.63	90 Days	UK
<b>Perpetual Add-Ons</b>					
<b>Price Per User</b>					
132-33	P-ONP-K2-VSA-SYS	System Administrators	\$2,750.63	90 Days	UK
132-33	P-ONP-K2-KSD-ADM	Application Administrators	\$1,100.25	90 Days	UK
132-33	P-ONP-K2-KSD-TEC	Technicians	\$550.13	90 Days	UK
<b>Network Monitor Packages</b>					
<b>KNM Standard Edition - On Premises (IP Objects)</b>					
132-33	P-ONP-K2-KNM-STD-25	Objects (IP Addresses) 25	\$337.69	90 Days	UK
132-33	P-ONP-K2-KNM-STD-50	Objects (IP Addresses) 50	\$533.20	90 Days	UK
132-33	P-ONP-K2-KNM-STD-100	Objects (IP Addresses) 100	\$842.12	90 Days	UK
132-33	P-ONP-K2-KNM-STD-250	Objects (IP Addresses) 250	\$1,684.23	90 Days	UK
132-33	P-ONP-K2-KNM-STD-500	Objects (IP Addresses) 500	\$2,728.62	90 Days	UK
132-33	P-ONP-K2-KNM-STD-1000	Objects (IP Addresses) 1000	\$4,474.64	90 Days	UK
<b>KNM Distributed Edition - On Premises (IP Objects)</b>					
132-33	P-ONP-K2-KNM-DIST-25	Objects (IP Addresses) 25	\$573.82	90 Days	UK
132-33	P-ONP-K2-KNM-DIST-50	Objects (IP Addresses) 50	\$906.44	90 Days	UK
132-33	P-ONP-K2-KNM-DIST-100	Objects (IP Addresses) 100	\$1,432.02	90 Days	UK
132-33	P-ONP-K2-KNM-DIST-250	Objects (IP Addresses) 250	\$2,863.19	90 Days	UK
132-33	P-ONP-K2-KNM-DIST-500	Objects (IP Addresses) 500	\$4,637.98	90 Days	UK
132-33	P-ONP-K2-KNM-DIST-1000	Objects (IP Addresses) 1000	\$7,606.97	90 Days	UK
132-33	P-ONP-K2-KNM-DIST-1500	Objects (IP Addresses) 1500	\$9,699.14	90 Days	UK
132-33	P-ONP-K2-KNM-DIST-2000	Objects (IP Addresses) 2000	\$11,638.97	90 Days	UK
132-33	P-ONP-K2-KNM-DIST-2500	Objects (IP Addresses) 2500	\$13,093.84	90 Days	UK
<b>Services</b>					
132-33	PS-ST1	Kaseya Success Track 1	\$1,523.43	90 Days	UK

132-33	PS-ST2	Kaseya Success Track 2	\$2,962.22	90 Days	UK
132-33	CNS-K2UP	K2 Upgrade	\$846.35	90 Days	UK
132-33	CNS-HLTHCHK	Kaseya Health-check	\$634.76	90 Days	UK
132-33	CNS-TMXDY	Statement of Work (Time and Materials - per day)	\$1,692.70	90 Days	UK
132-33	CRT-RE-TEST	Certification Re-Test	\$165.04	90 Days	UK
132-33	EDU-CBT-CORE	On-Line Computer Based Training - Fundamentals	\$757.48	90 Days	UK
132-33	EDU-CORE	Education Workshop: Kaseya Fundamentals	\$1,269.52	90 Days	UK
132-33	EDU-ADV	Education Workshop: Advanced Kaseya	\$507.81	90 Days	UK
132-33	EDU-ADMN	Education Workshop: System Administration	\$253.90	90 Days	UK
132-33	EDU-BUDR	Education Workshop: Backup (Acronis, KOB, StorageCraft)	\$507.81	90 Days	UK
132-33	EDU-SEC	Education Workshop: Security (KES, KAV, KAM)	\$253.90	90 Days	UK
132-33	EDU-SDADM	Education Workshop: Service Desk	\$253.90	90 Days	UK