GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

Contract Number: GS-35F-0161V
Contract Period: 12/26/2018 through 01-08-2024
Pricelist Current Through: Modification # A812, effective date: March 22, 2021
Business Size: Small Business

NetCentric Technologies, Inc. (DBA CommonLook)
1600 Wilson Blvd., Suite 1010
Arlington, VA 22209
202-902-0988 (Phone)
202-559-7226 (FAX)
Email: sales@commonlook.com
Website: www.commonlook.com

320 March Road, Suite 602
Kanata, Ontario, Canada K2K 2E3
613-270-9582 (Phone)
613-270-0574 (Fax)

“Prices Shown Herein are NET (discount deducted)”

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. For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.
SPECIAL ITEM NUMBER 511210 - SOFTWARE LICENSES
Includes both term and perpetual software licenses and maintenance.

SPECIAL ITEM NUMBER OLM – ORDER-LEVEL MATERIALS (OLMs)
OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

OLM SIN-Level Requirements/Ordering Instructions:
OLMs are:
- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)
- Only authorized for use in direct support of another awarded SIN
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:
- Open Market Items.
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

OLM Pricing:
- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against an FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

GENERAL CONTRACT INFORMATION

1a. Awarded Special Item Number(s):

<table>
<thead>
<tr>
<th>SIN</th>
<th>SIN Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Software licenses and maintenance</td>
</tr>
<tr>
<td>OLM</td>
<td>Order Level Materials</td>
</tr>
</tbody>
</table>
1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract:

<table>
<thead>
<tr>
<th>SIN</th>
<th>Lowest Priced Model Number</th>
<th>Lowest Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>See attached pricelist</td>
<td>See attached pricelist</td>
</tr>
</tbody>
</table>

1c. Hourly Rates:  
Not Applicable.

2. Maximum Order:  
The Maximum Order for the following Special Item Numbers (SINs) is $500,000:  
- Special Item Number 511210

3. Minimum Order:  
The Minimum Order for the following Special Item Numbers (SINs) is $100:  
- Special Item Number 511210

4. Geographic Coverage (Delivery Area):  
The Geographic Scope of Contract will be domestic delivery only.

5. Point(s) of Production:  
Ottawa, Ontario, Canada

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

7. Quantity Discounts:  
See attached pricelist.

8. Prompt Payment Terms:  
0% - _any_ days from receipt of invoice or date of acceptance, whichever is later.

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Government purchase cards are accepted at or below the micro-purchase purchase threshold.

9b. Government purchase cards are accepted above the micro-purchase purchase threshold.

10. Foreign Items (list items by country of origin):  
All items are produced in Canada.

11a. Time of Delivery
Delivery to destination shall occur 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</td>
<td>5 Days</td>
</tr>
</tbody>
</table>

11b. **Expedited Delivery:**

Items available for expedited delivery are noted in this price list.

11c. **Overnight and 2-Day Delivery:**

Not available.

11d. **URGENT REQUIREMENTS:**

Contact Contractor.

12. **F.O.B. Point(s)**

13a. **Ordering Address(es)**

CommonLook
1600 Wilson Blvd., Suite 1010
Arlington, VA 22209
202-902-0988 (Phone)
202-559-7226 (FAX)

CommonLook
320 March Road, Suite 602
Kanata, Ontario, Canada K2K 2E3
613-270-9582 (Phone)
613-270-0574 (Fax)

13b. **Ordering Procedures:**

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

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).

14. **Payment Address:**

CommonLook
1600 Wilson Blvd., Suite 1010
Arlington, VA 22209
202-902-0988 (Phone)
202-559-7226 (FAX)
15. Warranty Provision
Contractor’s standard commercial warranty, as stated below.

LIMITED WARRANTY
NetCentric warrants that for a period of ninety (90) days from the date of shipment from NetCentric or Software download: (i) the media on which the Software is furnished, if any, will be free of defects in materials and workmanship under normal use; and (ii) the Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to You as the original licensee. Your exclusive remedy and the entire liability of NetCentric and its suppliers under this limited warranty will be, at NetCentric's option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to You. In no event does NetCentric warrant that the Software is error free or that You will be able to operate the Software without problems or interruptions.

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16. Export packing charges:
Not applicable.

17. Terms and conditions of Government purchase card acceptance:
Government purchase cards will be acceptable for payment above the micro-purchase threshold.

18. Terms and conditions of rental, maintenance and repair:
Not applicable.

19. Terms and Conditions of Installation
Not applicable.

20. Terms and conditions of repair part indicating date of parts price list and any discounts from list prices
Not applicable.

20a. Terms and conditions of any other services:

TECHNICAL SERVICES
The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number 202-902-0988 is available from 9 AM to 5 PM Eastern time (excluding non-working hours, weekends and holidays)

SOFTWARE MAINTENANCE
a. Software maintenance as it is defined:
Software maintenance 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 is 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 does NOT include the creation, design, implementation, integration, etc. of a software package.
Software Maintenance is billed at the time of purchase.

PERIODS OF TERM LICENSES
a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
b. Term licenses and/or 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 term licenses and/or maintenance, the period of the term licenses and/or 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 term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or 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 term licenses and/or maintenance is to be terminated at that
time. Orders for the continuation of term licenses and/or maintenance will be required if the
term licenses and/or maintenance is to be continued during the subsequent period.

**The phrase, “Term Licenses and/or Maintenance” in the preceding paragraphs may need to
be revised in order to be consistent with the Offeror’s proposal; e.g., if only software
maintenance is offered, all references to “term licenses” should be deleted from the preceding
paragraphs.**

**CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

a. If applicable, 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
preceeding 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 10% of all term license payments during the period that the
software was under a term license within the ordering activity.

**TERM LICENSE CESSATION**

a. If applicable, after a software product has been on a continuous term license for a period of
60 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.

**Each separately priced software product shall be individually enumerated, if different accrual
periods apply for the purpose of perpetual license attainment.**
b. If applicable, 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
132-34, if the licensee elects to order such services. Title to the software shall remain with the
Contractor.

**UTILIZATION LIMITATIONS - (SIN 511210)**

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.

SOFTWARE CONVERSIONS - (SIN 511210)
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, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

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.

**RIGHT-TO-COPY PRICING**
The Contractor shall insert the discounted pricing for right-to-copy licenses: Not applicable.

21. List of service and distribution points (if applicable):
   Not applicable.

22. List of participating dealers (if applicable):
   NetCentric Technologies Inc. (Duns # 962712928)
   1600 Wilson Blvd., Suite 1010
   Arlington, VA 22209
   Tel: 202-902-0988

23. Preventative maintenance (if applicable):
   Not applicable.

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants.): N/A
   Not applicable.

24b. SECTION 508 COMPLIANCE
   Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following url:
   https://www.commonlook.com/about/website-accessibility/
   The EIT standard can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS):
   253666036

26. Notification regarding registration in System for Award Management (SAM) Database:
   Registered.

27. Final Pricing

   **Product: CommonLook Office**
   This product is provided under the following Special Item Numbers:
   Special Item No. 511210 term and perpetual software licenses and maintenance
   See https://commonlook.com/accessibility-software/office/ for a description of this product.

   **Product: CommonLook PDF**
   This product is provided under the following Special Item Numbers:
   Special Item No. 511210 term and perpetual software licenses and maintenance
   See https://commonlook.com/accessibility-software/pdf/ for a description of this product.

   **Product: CommonLook Clarity**
   This product is provided under the following Special Item Numbers:
Special Item No. 511210 term software license
See https://commonlook.com/accessibility-software/clarity/ for a description of this product.

**Product: CommonLook Suite**
Special Item No. 511210 term software license
CommonLook Suite includes CommonLook Office and CommonLook PDF.
<table>
<thead>
<tr>
<th>#</th>
<th>SIN</th>
<th>Part Number</th>
<th>PRODUCT DESCRIPTION</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>51120</td>
<td>4125-0G-01-1</td>
<td>CommonLook PDF (LICENSING MODEL: NAMED USER)</td>
<td>$2,750.63</td>
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<td>2</td>
<td>51120</td>
<td>4125-0G-02-1</td>
<td>Support and Maintenance for CommonLook PDF (LICENSING MODEL: ANNUAL SUBSCRIPTION)</td>
<td>$550.13</td>
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<tr>
<td>3</td>
<td>51120</td>
<td>4000-1G-01-1</td>
<td>CommonLook Office (LICENSING MODEL: NAMED USER)</td>
<td>$1,047.86</td>
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<tr>
<td>4</td>
<td>51120</td>
<td>4000-1G-02-1</td>
<td>Annual S&amp;M for CommonLook Office (LICENSING MODEL: ANNUAL SUBSCRIPTION)</td>
<td>$209.57</td>
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<tr>
<td>5</td>
<td>51120</td>
<td>4125-0G-04-5</td>
<td>CommonLook PDF (LICENSING MODEL: ANNUAL SUBSCRIPTION)</td>
<td>$718.62</td>
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<tr>
<td>6</td>
<td>51120</td>
<td>4125-0G-04-IU</td>
<td>CommonLook PDF Additional Concurrent Installation (LICENSING MODEL: ANNUAL SUBSCRIPTION)</td>
<td>$36.02</td>
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<tr>
<td>7</td>
<td>51120</td>
<td>4000-1G-04-1</td>
<td>CommonLook Office (LICENSING MODEL: ANNUAL SUBSCRIPTION)</td>
<td>$306.34</td>
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<td>CommonLook Office Additional Concurrent Installation (LICENSING MODEL: ANNUAL SUBSCRIPTION)</td>
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<td>10</td>
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<td>4150-0G-04-IU</td>
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</tr>
<tr>
<td>11</td>
<td>511210</td>
<td>4160-CG-04-1</td>
<td>CommonLook Clarity Cloud - up to 20,000 PDF files (LICENSING MODEL: Annual Subscription)</td>
<td>$12,000.67</td>
</tr>
<tr>
<td>12</td>
<td>511210</td>
<td>4160-CG-04-10P</td>
<td>CommonLook Clarity Cloud - License Pack for 10,000 additional PDFs (LICENSING MODEL: Annual Subscription)</td>
<td>$3,838.79</td>
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</table>

**Volume Discounts**

<table>
<thead>
<tr>
<th>Volume</th>
<th>Discount</th>
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</thead>
<tbody>
<tr>
<td>Less than 25</td>
<td>No Discount</td>
</tr>
<tr>
<td>25+</td>
<td>15%</td>
</tr>
<tr>
<td>50+</td>
<td>25%</td>
</tr>
<tr>
<td>100+</td>
<td>35%</td>
</tr>
<tr>
<td>500+</td>
<td>50%</td>
</tr>
<tr>
<td>1000+</td>
<td>75%</td>
</tr>
<tr>
<td>1500+</td>
<td>90%</td>
</tr>
</tbody>
</table>
ANNEX A: License Agreements

IMPORTANT! PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE SOFTWARE.

US GOVERNMENT CUSTOMERS ONLY:
----------------------------------
IF YOU ARE A US GOVERNMENT CUSTOMER THEN YOU MUST HAVE AN AUTHORIZED REPRESENTATIVE OF YOUR ORGANIZATION SIGN THIS AGREEMENT PRIOR TO DOWNLOADING, INSTALLING, USING OR COPYING THIS SOFTWARE.

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----------------------------------
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CommonLook, Legal Department, 1600 Wilson Blvd., Suite 1010, Arlington, VA 22209

1. GRANT OF SOFTWARE LICENSE
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The Software, including technical data, is subject to U.S. and Canadian export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such regulations and acknowledge that You have the responsibility to obtain licenses to export, re-export, or import Software.

This Agreement is governed by the laws of the State of Delaware, USA, without regard to its conflict of laws principles.

If You are a US Government customer, this Agreement is governed by Federal Law and heard in a US District Court (28 U.S.C. 1346) or the US Court of Federal Claims (28 U.S.C. 1491).

If any portion this Agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect.
This is the entire agreement between CommonLook and You relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

US GOVERNMENT CUSTOMERS ONLY:

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IF YOU ARE A US GOVERNMENT CUSTOMER THEN YOU MUST HAVE AN AUTHORIZED REPRESENTATIVE OF YOUR ORGANIZATION SIGN THIS AGREEMENT AND RETURN TO NETCENTRIC TECHNOLOGIES INC., 1600 WILSON BLVD., SUITE 1010, ARLINGTON, VA 22209

Accepted by:

________________________________________
Name
Title
NetCentric Technologies Inc.,
1600 Wilson Blvd., Suite 1010
Arlington, VA 22209
<table>
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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 post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software. Inspection of services is in accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007) (DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

2. COMMERCIAL SUPPLIER AGREEMENTS
Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements. The Contractor shall provide all Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements in an editable Microsoft Office (Word) format for review prior to award.

3. GUARANTEE/WARRANTY
a. The Contractor’s commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements.

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. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

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 202-902-0988 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **9 AM** to 5 PM Eastern time (excluding non-working hours, weekends and holidays)

5. SOFTWARE MAINTENANCE
a. Software maintenance as it is defined: (select software maintenance type) :
   (1) Software Maintenance (SIN 511210)

   Software Maintenance 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 is 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 Frequently Asked Questions (FAQ’s), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self-diagnostics.

Software Maintenance does NOT include the creation, design, implementation, integration, etc. of a software package.

Software Maintenance is billed at the time of purchase.

(2) Software Maintenance Services (SIN 511210)

Software maintenance services 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 services 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 services are billed in 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 TERM LICENSES (SIN 511210) AND SOFTWARE MAINTENANCE SERVICES (SIN 511210)

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

b. Term licenses and/or software maintenance services may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When using annually appropriated funds are cited on an order for term licenses and/or software maintenance services, the period of the term licenses and/or software maintenance services shall automatically expire on September 30 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 term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or software maintenance services will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. If applicable, when a contractor commercially offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.

b. When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.
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. When conversion from term licenses to perpetual licenses is offered, 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 a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION
   a. If applicable, after a software product has been on a continuous term license for a period of * 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. Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.
   b. The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 511210, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 511210)
   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 9.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 software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user 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.

(6) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee’s data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor’s possession in a format as may be designated at the time of request by Licensee.

(7) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as “Derivative Works” of the software. Unless
otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

(8) Software Asset Identification Tags (SWID) (Option 1 SIN 511210) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770-2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags,” December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.

Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government-wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

(9) Reallocation of Perpetual Software (Option 2 SIN 511210)

a. The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.

b. When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

c. Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.

d. The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor’s intellectual property and a matter of dispute between
the original ordering activity/original license grantee and the licensor.
e. As a matter of convenience, once the original licenses are deactivated, di-
installed, or made otherwise unusable by the original ordering activity or
license grantee, the Contractor may elect to issue new licenses to the
new ordering activity to replace the old licenses. When new licenses are
not issued, the Contractor shall provide technical advice on how best to
achieve the functional transfer of the software assets.
f. Software assets that are eligible for transfer that have lapsed Software
Maintenance Services (SIN 132-34) may require a maintenance
reinstatement fee, chargeable to the new ordering activity or license
grantee. When such a fee is paid, the new ordering activity shall receive
all the rights and benefits of Software Maintenance Services.
g. When software assets are eligible for transfer, and are fully covered
under pre-paid Software Maintenance Services (SIN 132-34), the new
ordering activity shall not be required to pay maintenance for those
license assets prior to the natural termination of the paid for
maintenance period. The rights associated with paid for current Software
Maintenance Services shall automatically transfer with the software
licenses without fee. When the maintenance period expires, the new
ordering activity or license grantee shall have the option to renew
maintenance.
h. The administrative fee to support the transfer of licenses, exclusive of any
new incremental licensing or maintenance costs shall be _____percentage
(%) of the original license fee. The fee shall be paid only at the time of
transfer. In applying the transfer fee, the Software Contractor shall
provide transactional data that supports the original costs of the licenses.

10. SOFTWARE CONVERSIONS - (SIN 511210)
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), the purchase price of the
new software shall be reduced by the amount that was paid to purchase the earlier version.
Under a term license (511210), if conversion credits had accrued while the earlier version was
under a term license, those credits shall carry forward and remain available as conversion
credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY
The Contractor shall include, in the schedule pricelist, a complete description of each software
product including the operating systems 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
The Contractor shall insert the discounted pricing for right-to-copy licenses, if commercially
available.