

SAGE IMPLEMENTATIONS, LLC

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. Sage warrants, for Customer's benefit, that for a period of one year from the date of sale, when used according to the “Product Specifications for Use,” the product will operate substantially in accordance with the functional specifications described in the FlexField® product literature. If during the Warranty Period a defect occurs, Sage will cure the defect or, if so elected by Sage, refund the fees paid by the Customer for this license. The Customer acknowledges and agrees that the foregoing constitutes the Customer's sole and exclusive remedy for any breach by Sage. *THE FOREGOING WARRANTY IS THE SOLE WARRANTY WITH RESPECT TO THE SOFTWARE AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.* Customer has specific legal rights under this warranty. In addition, The Customer may have additional legal rights that vary by state and country.

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

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

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (888) 943-5363 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 AM EDT to 5:00 PM Eastern time.

4. SOFTWARE MAINTENANCE

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

 X 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.

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.

8. 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; 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.

9. 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.

10. 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.

SAGE IMPLEMENTATIONS, LLC
DOING BUSINESS AS FLEXFIELD EXPRESS

PRODUCTS AND SERVICES PRICELIST (SIN 132-33)

1.

A. NAME: FLEXFIELD (Product Codes FFE1-3, FFE4-6, FFE7-9, FFE10+)

B. DESCRIPTION: FlexField® software, by FlexField Express, allows organizations to change and model their chart of accounts (accounting flexfield) in the Oracle E-Business Suite by adding or combining segments, values, or code combinations, or changing the length of the segments. FlexField's built-in knowledge base of Oracle Applications provides a low-risk, low-cost way to make rapid changes to the accounting flexfield. Organizations can change their chart of accounts and bring in all transaction history over a weekend while maintaining relational integrity. Users also can model potential business initiatives in order to gauge the financial impact ahead of time. FlexField software changes the chart of accounts in all E-Business Suite modules (i.e. AR, AP, FA, etc.)

Prices quoted are per accounting flexfield. The discount structure indicated below applies to FlexField licenses purchased for the benefit of a single entity, such as a company, legal entity, subdivision of an ordering activity (service, bureau, agency, division, command), profit and loss center etc., or other similar operational unit. The discount structure is based on the quantity discount table structure (below) such that an entity purchasing 4 units (to change 4 Charts of Accounts), for example, must pay \$22,312.50 for each of the first 3 units and \$19,875.00 for the 4th unit for a total price of \$86,812.50. Prices quoted are per accounting flexfield (per chart of accounts) in USD. For customers in need of any of the below post-change modules, add \$7,462.50 per accounting flexfield per module. Government ordering agencies must purchase the FlexField Budget Allocation Post-change module.

C. UNIT PRICE LIST

The unit price list for FlexField is based on the number of accounting flexfields the ordering activity purchases according to the following schedule:

# Flexfields (Product Code)	Cost Per Unit \$ USD	Total Cost \$ USD
1 (FFE1-3)	22,312.50	22,312.50
2 (FFE1-3)	22,312.50	44,625.00
3 (FFE1-3)	22,312.50	66,937.50
4 (FFE4-6)	19,875.00	86,812.50
5 (FFE4-6)	19,875.00	106,687.50
6 (FFE4-6)	19,875.00	126,562.50
7 (FFE7-9)	17,437.50	144,000.00
8 (FFE7-9)	17,437.50	161,437.50
9 (FFE7-9)	17,437.50	178,875.00
10 (FFE10+)	2,962.50	181,837.50

Over 10 (FFE10+)	2,962.50	$181,837.50 + (2,962.50 * (\text{Number of FlexFields} - 10))$
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2.

A. NAME: FLEXFIELD HR COST ALLOCATION POST-CHANGE (Product Code HR_COST)

B. DESCRIPTION: FlexField HR Cost Allocation Post-Change is an additional module required by any ordering activity currently using Payroll. It is used to change the HR Cost Allocation structure after the accounting flexfield has been changed.

C. UNIT PRICE: \$7,462.50

3.

A. NAME: FLEXFIELD BUDGET ALLOCATION POST-CHANGE (Product Code BUDGET)

B. DESCRIPTION: FlexField Budget Allocation Post-Change is an additional module that is required by any ordering activity currently using budget tables. It is used to change the budget tables after the accounting flexfield has been changed.

C. UNIT PRICE: \$7,462.50

4.

A. NAME: FLEXFIELD MAINTENANCE (PRODUCT)

B. DESCRIPTION: FlexField Express will provide reasonable remote support to the ordering activity necessary to successfully change the desired Chart(s) of Accounts. Such support includes, but is not limited to, administration of software patches and scripts. On-site support is not provided due to the fact that remote support is sufficient to accomplish a successful Chart of Accounts change. Any of the maintenance described above is provided at no additional charge to the ordering activity and is considered included in the software license.

C. UNIT PRICE:

Any of the maintenance described above is provided at no additional charge to the ordering activity and is considered included in the software license.