AUTHORIZED
Multiple Award Schedule (MAS)

Special Item Numbers 511210, 511210RC, 511210STLOC – (Perpetual Software Licenses)

FSC Group, Part, and Section or Standard Industrial Group Not Applicable

FSC CLASS 7030 – ADP SOFTWARE

Utility Software – Perpetual Software

Contract Number: GS-35F-314BA________________________

Period Covered by Contract: April 9, 2014 through April 8, 2024

Key Green Solutions LLC (Small Business)
3841 Butterworth ST SW Grand Rapids, Michigan 49534-6655
Office: (616) 551-0955
Fax: (616) 735-0173
www.keygreensolutions.com

General Services Administration
Federal Supply Service

Pricelist current through Modification # PS-0013 dated 06-20-2017
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CUSTOMER INFORMATION:

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

511210, 511210RC, 511210STLOC– (Perpetual Software Licenses)

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. Not Applicable

2. Maximum order. $500,000.00

3. Minimum order. $1,843.83

4. Geographic coverage (delivery area). Domestic and Overseas

5. Point(s) of production (city, county, and State or foreign country). Grand Rapids, Michigan Kent County

6. Discount from list prices or statement of net price. Discounts have been deducted

7. Quantity discounts. None

8. Prompt payment terms. 1% NET 15/NET

Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

9. Foreign items (list items by country of origin). Not applicable


10b. Expedited Delivery. Expedited Delivery 15 Days ARO

10c. Overnight and 2 day delivery. As Negotiated
10d. Urgent Requirements. As Negotiated

11. F.O.B. point(s). Web based software destination

12a. Ordering address(es).
Key Green Solutions LLC - 3841 Butterworth ST SW Grand Rapids, Michigan 49534-6655

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

• (616) 551-0955 x1
• (844) 665-9043
• (616) 735-2950

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es).
Key Green Solutions LLC - 3841 Butterworth ST SW Grand Rapids, Michigan 49534-6655

14. Warranty provision. See EULA - Refer to section 6. Disclaimer of Representations and Warranties of the license agreement of this pricelist.

15. Export packing charges, if applicable. Not Applicable

16. Terms and conditions of rental, maintenance, and repair Not Applicable

17. Terms and conditions of installation Not Applicable

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices Not Applicable

18b. Terms and conditions for any other services Not Applicable.

19. List of service and distribution points Not Applicable

20. List of participating dealers Not Applicable

21. Preventive maintenance Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov/.
Not Applicable
23. Data Universal Number System (DUNS) number. 057124634

24. Notification regarding registration in System for Award Management (SAM) database.

Business Size: Small
CAGE Code: 72WU0
### AUTHORIZED IT SCHEDULE PRICELIST

511210, 511210RC, 511210STLOC– (Perpetual Software Licenses)

<table>
<thead>
<tr>
<th>Name of Software</th>
<th>Facility Type</th>
<th>Facility Size</th>
<th>Market Price List Annual Fee Per Facility</th>
<th>*GSA Annual Fee Per Facility (with IFF)</th>
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</thead>
<tbody>
<tr>
<td>Key Green Solutions</td>
<td>Hospital</td>
<td>&gt;1 million sq ft</td>
<td>$14,374.00</td>
<td>$8,689.57</td>
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<tr>
<td>Hospital</td>
<td>999,999-500,000 sq ft</td>
<td>$12,342.00</td>
<td>$7,461.16</td>
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<td>Hospital</td>
<td>499,999-200,00 sq ft</td>
<td>$11,180.00</td>
<td>$6,758.69</td>
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<tr>
<td>Hospital</td>
<td>199,999-100,000 sq ft</td>
<td>$9,438.00</td>
<td>$5,705.59</td>
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<tr>
<td>Hospital</td>
<td>&lt; 100,000 sq ft</td>
<td>$5,808.00</td>
<td>$3,511.13</td>
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<tr>
<td>Non-Hospital</td>
<td>&gt;1 million sq ft</td>
<td>$7,986.00</td>
<td>$4,827.81</td>
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<tr>
<td>Non-Hospital</td>
<td>999,999-500,000 sq ft</td>
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<td>$4,388.92</td>
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<td>$6,534.00</td>
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<td>$5,662.00</td>
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<td>Non-Hospital</td>
<td>49,999-10,000 sq ft</td>
<td>$3,484.00</td>
<td>$2,106.20</td>
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<tr>
<td>Non-Hospital</td>
<td>&lt;10,000 sq ft</td>
<td>$3,050.00</td>
<td>$1,843.83</td>
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</tr>
</tbody>
</table>

*All facilities receive 40% off Market Price List Annual Fee

Key Green Solutions software is web-based software used in hospitals and other non-hospital facilities. A hospital is an acute care facility. A non-hospital is any other facility that is not acute care. The software supports unlimited users across your organization and enhances your sustainability program development and management.

Our software tracks your:

- Energy
- Waste
- Water

Data reporting includes:

- Benchmarking graphs
- Dashboards
- Scoreboards
- Charts and graphs

Our software will automatically import consumption/volume and cost data from many of your vendors, which will significantly reduce errors and labor hours needed for manual data entry.
User License Agreement

This License Agreement ("Agreement"), effective this ___ Day of _____, 2021 ("Effective Date"), is by and between Key Green Solutions, LLC, a Michigan limited liability company ("Key Green"), and the "GSA Customer" identified below:

GSA Customer Name: Key Green Solutions, LLC

Customer Address: 3841 Butterworth St. SW
                    Grand Rapids, MI 49534-6638

Customer Fax: Fax: (616) 735-0173

Customer Contact:

By signing below, Key Green and GSA Customer have entered into this Agreement as of the Effective Date.

KEY GREEN SOLUTIONS, LLC (Key Green):  (GSA Customer):

By: ____________________________       By: ____________________________

Name: 

Title: 

Key Green and GSA Customer hereby agree to the terms and conditions of this Agreement as follows:
1. Definitions.

(a) “Customer Database” means data resident on the Key Green Server that is entered by Customer through its licensed use of the Software.

(b) “Derivatives” means any derivatives, modifications, error corrections, patches, bug fixes, Updates, upgrades, improvements, enhancements, and subsequent releases to the Software, whether created by Key Green or anyone else.

(c) “Effective Date” means the effective date of this License Agreement, which shall be the date of last signature set forth on the last page.

(d) “I.D.” means the identification number created by Key Green enabling the Customer to access and use the Software (in conjunction with the password), remotely through the Web Site.

(e) “Key Green Content” means all templates, screens, views, and reports displayed by the Software, including: (i) their distinctive and particular elements of text, icons, other graphics, design, look, feel, organization, presentation, layout, trade dress, drill-down features, other navigation features, user interfaces and stylistic and hierarchal conventions, as well as the total appearance and impression formed by the combination, coordination and interaction of these elements; and (ii) their manner and method of selective extraction, assimilation, manipulation, analysis, compilation, and presentation of aggregate data in a derivative compilation of data.

(f) “Key Green Intellectual Property” means the Software, the Key Green Content, the trademark Key Green™, other Key Green trademarks, the Web Site, patents pending in the Software, and all other patents, copyrights, moral rights, trademarks, service marks, trade names, logos, designs, slogans, internet domain names, proprietary information and other intellectual property of Key Green, whether registered or unregistered, and whether created before or after the Effective Date.

(g) “Key Green Server” means the Key Green or third party hardware server on which the Software and the Customer Database are stored.

(h) “Licensed Site(s)” means one or more Customer facility locations specifically set forth in the GSA Customer Purchase Order to the exclusion of any other location. The licensed sites are reference below in Appendix A.

(i) “Licensed Users” means only the GSA Customer and its duly authorized, employees, agents, consultants and/or independent contractors (collectively referred to as “employees” hereinafter) and temporary contract personnel of Customer.

(j) “Object Code” means the binary machine readable version of a software program.

(k) “Password” means the passwords created by Key Green and licensed to Customer enabling the Customer to access and use the Software (in conjunction with the I.D.), remotely through the Web Site.

(l) “Software” means the Key Green software in Object Code format to which Key Green grants Customer access, including the water, gas, electric, recycling, and other specified modules licensed, any Key Green Content, Updates and Derivatives thereof, and any installation and user guides and other software documentation related thereto.
(m) “Updates” means a subsequent release or version of the Software to which Key Green grants its customers access at Key Green’s sole discretion.

(n) “Web Site” means the Internet portal through which Customer may access and utilize the Software solely for those purposes consistent with this License Agreement.

2. License and License Restrictions.

2.1 As of the Effective Date, Key Green hereby grants to Customer a limited, terminable, nonexclusive and nontransferable license to remotely access and use the Object Code version of the Software through the Web Site to store and access the Customer Database on the Key Green Server, solely for Customer’s business for the Licensed Sites, which access and use shall be solely through (and limited to) Customer’s Licensed Users. Customer may request and Key Green will provide a written email confirmation of the specified Licensed Sites and Software modules licensed. Customer may specify different Licensed Sites, thereby increasing the number of Licensed Sites by executing a new GSA Customer Purchase Order upon the terms and conditions stated therein.

2.2 Customer shall have no rights to possess any copies of the Software or right to receive an electronic copy of the Customer Database. Key Green retains rights, title, and interest in and to all Key Green Intellectual Property. Customer does not acquire any rights in the Software other than the limited license granted in Section 2.1. Nothing in this License Agreement grants Customer any right to Software source code. Customer shall not, and shall not allow any Licensed User or any other party to: (a) reverse engineer, decompile, translate, disassemble or attempt to discover any source code or underlying ideas or algorithms of the Software, (b) create any Derivatives to the Software or use any Key Green Content or other Intellectual Property other than as permitted herein, (c) transfer, sell, lease, lend, disclose, or use for timesharing or service bureau purposes the Software, (d) use, provide, or allow others to use the Software for the benefit of any third party, (e) attempt to export the Software, (f) attempt to reset or disable the Software, or (g) attempt to deface or remove any copyright, trademark, and other notices that appear on the Software.

3. Fees and Payment Terms. In consideration of Key Green granting Customer a license to access and use the Software under this License Agreement, Customer agrees to pay the yearly Software license fee in advance of each twelve month period. The method and terms of payment shall be in accordance with the Federal Acquisition Regulation (FAR) and as specified in the underlying GSA Contract. The yearly Software license fee shall be based on Key Green’s GSA Schedule Price List. The yearly Software license fees are nonrefundable, regardless of whether the same have been prepaid. Key Green shall send invoices promptly and customer shall promptly review all statements. Late payments are governed by the Prompt Payment Act and regulations thereunder.

4. Customer Access and Communication with Key Green. As soon as reasonably practicable after the Effective Date, Key Green shall create and release Customer’s I.D. and the Passwords to Customer, thereby granting Customer access to use the Software. Key Green shall provide initial and/or ongoing technical support, maintenance, or Updates to the Software; however, without limiting the foregoing, Key Green may in its discretion provide Customer with a limited amount of remote technical support with
regard to Software functionalities or problems encountered by the Customer while using the Software. The Customer Contact set forth above shall be Customer’s sole contact point for communicating with Key Green.

5. **Customer’s Responsibilities.** Customer assumes sole responsibility for: (a) securing and maintaining the confidentiality of Customer’s I.D. and the Passwords, (b) legal or illegal use of the Software and Customer Database stored on the Key Green Server by the Licensed Users and others to whom Customer has granted access (c) backup storage, archival, organization, and retrieval of Customer data separate from the Customer Database at a location independent and separate from Software, irrespective of any Customer data stored on the Key Green Server, (d) the legality of all Customer data in the Customer Database stored on the Key Green Server, including, without limitation, any duty to determine the ownership of intellectual property rights therein and (e) use of the Software by Licensed Users.

6. **Disclaimer Of Representations and Warranties.** AS AN EXPRESS CONDITION TO THE LICENSE GRANTED HEREUNDER, CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE SOFTWARE’S USE AND PERFORMANCE. THE SOFTWARE IS PROVIDED “AS IS” WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WHETHER WRITTEN OR ORAL. KEY GREEN HEREBY DISCLAIMS ALL WARRANTIES IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

7. **Limitation of Liability and Indemnification.**

7.1 IN NO EVENT SHALL KEY GREEN BE LIABLE TO CUSTOMER OR ITS EMPLOYEES OR LICENSED USERS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL DAMAGES, INDIRECT DAMAGES, CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, LOSS OF PROFIT, LOSS OF BUSINESS, CUSTOMERS OR GOODWILL, EXEMPLARY DAMAGES, OR PUNITIVE DAMAGES, INCLUDING COSTS OR DAMAGES RELATED TO INTERRUPTION OF USE, LOSS OR CORRUPTION OF CUSTOMER DATA, SYSTEM SHUTDOWNS, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT CUSTOMER DATA, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, STOLEN OR MISUSED PASSWORDS OR CUSTOMER DATA, SYSTEM INCOMPATIBILITY, OR BREACHES IN SYSTEM SECURITY, WHETHER OR NOT KEY GREEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT AND ANY SOFTWARE OR SERVICES PROVIDED IN CONJUNCTION THEREWITH. THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY (1) TO PERSONAL INJURY OR DEATH CAUSED BY KEY GREEN’S NEGLIGENCE; (2) FOR FRAUD; (3) FOR EXPRESS REMEDIES UNDER LAW OR THE CONTRACT; OR (4) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

7.2 IN NO EVENT SHALL KEY GREEN’S TOTAL AND AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS LICENSE AGREEMENT EXCEED THE AMOUNT OF YEARLY SOFTWARE LICENSE FEES PAID BY CUSTOMER WITHIN SIX (6) MONTHS FROM THE DATE OF SUCH CLAIM GIVING RISE TO SUCH LIABILITY.

7.3 Key Green Solutions, LLC. shall defend, indemnify, and hold harmless Customer from and against any losses and damages, including claims therefore, whether direct, indirect, consequential or
special (including, but not limited to, personal injury, property damage, economic loss, compensatory, statutory or consequential damages), or their equivalent, based on, arising out of or in connection with the Customer data in the Customer Database or the legal or illegal use of the Software or Customer Database stored on the Key Green Server by the Licensed Users and any others to whom Customer has granted access.

7.4 The parties acknowledge that Key Green has set the yearly Software license fee and entered into this License Agreement in reliance upon: (a) the limitations of liability, (b) disclaimers of representations and warranties, set forth in this License Agreement and that the foregoing form an essential purpose of the bargain between Key Green and Customer.

8. Termination.

8.1 This Agreement shall commence upon the Effective Date and shall continue for a three year term unless terminated by either party in accordance with the FAR, the underlying GSA Schedule Contract, and/or any GSA Customer Purchase Orders. When the end user is an instrumentality of the US Government, recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the Contract Disputes Clause (Contract Disputes Act). During any dispute under the disputes clause, the Key Green shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

8.2 Upon expiration of this License Agreement: (a) Customer’s license to access and use the Software and right to access the Customer Database stored on the Key Green Server shall cease immediately, (b) Key Green shall have no responsibility to further maintain the Customer Database stored on the Key Green Server, (c) Key Green will (i) print out a report of the Customer Database as of the termination date and deliver the same to Customer and (ii) thereafter delete the Customer Database from the Key Green Server and deliver Customer written confirmation of the same, (iii) Customer will receive a comma delimited (csv) electronic copy of the Customer Database.


9.1 Entire Agreement. This License Agreement, together with the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders is the entire agreement between the parties on the subject matter hereof supersedes all prior discussions, agreements, and understandings of every kind and nature between them. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer’s Purchase Order.

No modification of this Agreement will be effective unless in writing and signed by both parties.
9.2 **Force Majeure.** Pursuant to FAR 52.212-4(f), neither party shall be in default hereunder by reason of any failure or delay in the performance of any obligation under this License Agreement where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of such party.

9.3 **Severability.** The illegality or unenforceability of any provision of this License Agreement shall not affect the validity and enforceability of any legal and enforceable provisions hereof.

9.4 **Nonassignment.** Key Green may assign this License Agreement to an affiliate of Key Green only in accordance with FAR 52.232-23 Assignment of Claims (Jan. 1986) and FAR 42.12 Novation and Change of Name Agreements (Sep. 2013).

9.5 **Waiver.** Customer agrees that the failure of Key Green at any time to require performance by Customer of any right of Key Green under the provisions herein shall not operate as a waiver of the right of Key Green to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.

9.6 **Headings.** Any headings used herein are for convenience in reference only and are not a part of this License Agreement, nor shall they in any way affect the interpretation hereof.

9.7 **Governing Law.** This License Agreement shall be governed by and construed in accordance with the federal laws of the United States, without regard to conflict of laws principles.

9.8 **Forum Selection.** Any litigation arising out of or related to this License Agreement shall be brought and maintained exclusively in the Board of Contract Appeals or a Federal Court.

9.9 **Consent to Jurisdiction.** Each party: (a) consents to submit itself to the personal jurisdiction of a federal court or board, any dispute arising out of or relating to this License Agreement, (b) agrees that such party will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such board or court, including, without limitation, a motion to dismiss on the grounds of forum non conveniens, and (c) agrees that such party will not bring any action arising out of or relating to this License Agreement in any court other than in a federal board or court.
TERMS AND CONDITIONS FOR ALL IT CONTRACTORS

1) Organizational Conflicts Of Interest

a) Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b) To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508

2) Services Performed

a) All services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

b) The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

c) The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

3) Travel. Any Contractor travel required in the performance of services must comply with the Pub. L. 99-234 and FAR Part 31.205-46, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel.

4) Warranty
a) Unless otherwise specified in this contract, the Contractor’s standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

b) 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, if applicable.

c) 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.

<table>
<thead>
<tr>
<th>Regulation Number</th>
<th>Regulation Title/Comments</th>
</tr>
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<tbody>
<tr>
<td>52.222-46</td>
<td>EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)</td>
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<tr>
<td>52.222-48</td>
<td>EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (MAY 2014)</td>
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<tr>
<td>52.223-19</td>
<td>COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)</td>
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<td>52.223-2</td>
<td>AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)</td>
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<tr>
<td>52.229-1</td>
<td>STATE AND LOCAL TAXES (APR 1984)</td>
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<tr>
<td>52.222-62</td>
<td>PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)</td>
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<td>52.223-13</td>
<td>ACQUISITION OF EPEAT - REGISTERED IMAGING EQUIPMENT (JUN 2014)</td>
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<td>52.223-14</td>
<td>ACQUISITION OF EPEAT® - REGISTERED TELEVISIONS (JUN 2014)</td>
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<tr>
<td>52.223-16</td>
<td>ACQUISITION OF EPEAT® - REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)</td>
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<tr>
<td>552.238-115</td>
<td>SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (MAY 2019)</td>
</tr>
<tr>
<td>552.238-107</td>
<td>TRAFFIC RELEASE (SUPPLIES) (MAY 2019)</td>
</tr>
<tr>
<td>552.238-73</td>
<td>IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (MAY 2019)</td>
</tr>
<tr>
<td>552.238-86</td>
<td>DELIVERY SCHEDULE (MAY 2019)</td>
</tr>
</tbody>
</table>
5) Perpetual Licenses The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time".

6) 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 is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, online help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self diagnostics.

7) Utilization Limitations for Perpetual Licenses

   a) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)
      Not Applicable

   b) Reallocation of Perpetual Software (Option 2 Perpetual License)
      Not Applicable

8) Software Conversions – Not Applicable