

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through *GSA Advantage!*, a menu-driven database system. The INTERNET address for *GSA Advantage!* is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Multiple Award Schedule – General Purpose
Commercial Information Technology Equipment, Software and Services

CONTRACT NUMBER: **GS35F432GA**

CONTRACT PERIOD: May 8, 2017 through May 7, 2022

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov

CONTRACTOR: Vidizmo, LLC.

CONTRACTOR'S ADMINISTRATION P.O.C.: Nadeem Khan

BUSINESS SIZE: Small

CUSTOMER INFORMATION

1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):**

SIN 511210 – Software License

SIN 54151 – Software Maintenance Services

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:**

511210 – Digital Evidence - Client Access License \$29.70 Per user
54151 – Vidizmo Professional Services/Training \$1,800 per day.

1c. **HOURLY RATES:** n/a

2. **MAXIMUM ORDER:** \$500,000

*If the best value selection places your order over the Maximum Order identified in this catalog/price list, you have an opportunity to obtain a better

schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. **MINIMUM ORDER:** \$100
4. **GEOGRAPHIC COVERAGE:** Domestic Delivery
5. **POINT(S) OF PRODUCTION:** USA
6. **DISCOUNT FROM LIST PRICES:** Prices shown are GSA net prices
7. **QUANTITY DISCOUNT(S):**
8. **PROMPT PAYMENT TERMS:** Net 30
 - 9.a. **Government Purchase Cards are accepted at or below the micro-purchase threshold.**
 - 9.b. **Government Purchase Cards are accepted above the micro-purchase threshold.**
10. **FOREIGN ITEMS:** n / a
 - 11a. **TIME OF DELIVERY:** 30 days ARO or as Negotiated at the task order level.
 - 11b. **EXPEDITED DELIVERY:** Negotiated at the task order level
 - 11c. **OVERNIGHT AND 2-DAY DELIVERY:** Negotiated at the task order level
 - 11d. **URGENT REQUIRMENTS:** Negotiated at the task order level
12. **FOB POINT:** Destination
 - 13a. **ORDERING ADDRESS:** 47378 Westwood Pl. Sterling, VA. 20165
 - 13b. **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.

- 14. PAYMENT ADDRESS: 47378 Westwood Pl. Sterling, VA. 20165**
- 15. WARRANTY PROVISION: Standard**
- 16. EXPORT PACKING CHARGES: Contact Contractor**
- 17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: None**
- 18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): n/a**
- 19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): n/a**
- 20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): n/a**
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** See Terms and Conditions for SINS 511210 and 54151 beginning on page
- 21. LIST OF SERVICE AND DISTRIBUTION POINTS: n/a**
- 22. LIST OF PARTICIPATING DEALERS: n/a**
- 23. PREVENTIVE MAINTENANCE: n/a**
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): None**
- 24b. Section 508 Compliance for EIT:** In accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d, FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT Accessibility Standards (36 CFR 1194 General Services Administration (GSA, that all IT hardware/software/services are 508 compliant. Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services can be found at (www.vidizmo.com) : The EIT standards can be found at www.Section508.gov/
- 25. DUNS: 015189711**
- 26. Cage Code: 7RYK4**

GSA PRICE LIST

SIN	MFR	Manufacturer Part #	Product Name	Description	UOI	GSA Price (Inclusive of .75% IFF)
511210	VIDIZMO	MT-SRV	MediaTube	MediaTube ServerSoftware - A Simple Secure & Powerful Video Streaming Solution- A branded video portal and video content management systems for small businesses, media companies looking to stream live or on-demand video with public or private access to employees, customers, partners, embed on the website and track who is watching what when and how much. With corporate branding, video content management and ability to stream to all devices, it is a formidable choice for companies ready to launch their media presence.	EA	\$7,707.81
511210	VIDIZMO	ET-SRV	EnterpriseTube	EnterpriseTube Server Software - Enterprise YouTube Provides organizations an easy to use, yet powerful, secure branded enterprise video streaming platform & portal; empowers each departments to independently store, encode, manage, share, stream video and digital media content to both internal and external audience; playback on all devices including Windows, MAC, iOS, Android; analyze content performance and viewing analytics of each individual viewer.	EA	\$15,415.62

				Enterprise Tube (YouTube for Enterprise) runs in Microsoft Azure Cloud to provide industry's best cloud security and integration with existing enterprise applications in hybrid models. Use Your Own Microsoft Azure Cloud Subscription for ultimate enterprise security and control.		
511210	VIDIZMO	VA-SRV	Virtual Academy	Virtual Academy Server Software - A Corporate Video Training & Learning Platform - An innovative branded, secure enterprise-class corporate video training and learning platform using live and on-demand streaming media combined with digital media, polls, surveys, quizzes to offer high impact learning on any devices and any bandwidth condition. Virtual Academy runs in Microsoft Azure Cloud to provide industry's best cloud security and integration with existing enterprise applications in the hybrid model.	EA	\$20,554.16
511210	VIDIZMO	DM-SRV	Digital Evidence Management	Digital Evidence Management Server Software - A Complete Digital Evidence Management System to manage images, raw images, video, audio, phone recordings and interviews for lawenforcement agencies - Built on Gartner recognized Enterprise Video Content Management System, VIDIZMO Digital Evidence Management Solution enables law enforcement agencies to store, manage and	EA	\$25,692.70

				analyze ever-increasing digital evidence collected from bodycam, dashcams, CCTV camera, phone call recordings while observing the chain of custody requirements. Redaction provides necessary identity protection to comply with various laws such as Freedom Information Act. Machine generated transcription converts spoken words into searchable and index- able text, thereby speeding up processing of evidence by avoiding long delays involved in human translation.		
511210	VIDIZMO	VD-EDG-APL	VIDIZMO Edge Caching Software Appliance (eCDN)	VIDIZMO Edge Caching Software Appliance (eCDN)	EA	\$2,569.27
511210	VIDIZMO	MT-CAL-100	MediaTube Client Access 100 Licenses	MediaTube Client Access 100 Licenses	EA	\$1,284.63
511210	VIDIZMO	MT-CAL-1000	MediaTube Client Access 1000 Licenses	MediaTube Client Access 1000 Licenses	EA	\$5,138.54
511210	VIDIZMO	ET-CAL-100	Enterprise Tube Client Access 100 Licenses	Enterprise Tube Client Access 100 Licenses	EA	\$2,055.42
511210	VIDIZMO	ET-CAL-1K	Enterprise Tube Client Access 1000 Licenses	Enterprise Tube Client Access 1000 Licenses	EA	\$6,423.17
511210	VIDIZMO	ET-CAL-10K	Enterprise Tube Client Access 10K Licenses	Enterprise Tube Client Access 10K Licenses	EA	\$57,808.56
511210	VIDIZMO	ET-CAL-25K	Enterprise Tube Client Access 25K Licenses	Enterprise Tube Client Access 25K Licenses	EA	\$115,617.13
511210	VIDIZMO	ET-CAL-50K	Enterprise Tube Client Access 50K Licenses	Enterprise Tube Client Access 50K Licenses	EA	\$171,284.63
511210	VIDIZMO	VA-CAL-100	Virtual Academy Client Access 100 Licenses	Virtual Academy Client Access 100 Licenses	EA	\$2,569.27
511210	VIDIZMO	VA-CAL-1K	Virtual Academy Client Access 1000 Licenses	Virtual Academy Client Access 1000 Licenses	EA	\$7,707.81
511210	VIDIZMO	VA-CAL-10K	Virtual Academy Client Access 10K Licenses	Virtual Academy Client Access 10K Licenses	EA	\$69,370.28

511210	VIDIZMO	VA-CAL-25K	Virtual Academy Client Access 25K Licenses	Virtual Academy Client Access 25K Licenses	EA	\$138,740.55
511210	VIDIZMO	VA-CAL-50K	Virtual Academy Client Access 50K Licenses	Virtual Academy Client Access 50K Licenses	EA	\$205,541.56
511210	VIDIZMO	DM-CAL-01	Digital Evidence - Client Access License	Digital Evidence - Client Access License	EA	\$186.70
511210	VIDIZMO	DM-CAL-100	Digital Evidence - Client Access License	Digital Evidence - Client Access License	EA	\$17,128.46
54151	VIDIZMO	VD-PRO-SRV	VIDIZMO Professional Services	VIDIZMO Professional Services	EA	\$1,541.56
54151	VIDIZMO	VD-TRA-SRV	VIDIZMO Training	VIDIZMO Training	EA	\$1,541.56
54151	VIDIZMO	VD-INSTALL	VIDIZMO Installation	VIDIZMO Installation	EA	\$12,846.35
54151	VIDIZMO	VD-PRM-SUP	VIDIZMO Premier Support	VIDIZMO Premier Support	EA	\$38,539.04
54151	VIDIZMO	VD-MNG-SRV	VIDIZMO Managed Service	VIDIZMO Managed Service	EA	\$38,539.04
511210	VIDIZMO	VDCALAD	VIDIZMO Admin, Manager, Moderator User	VIDIZMO Admin, Manager, Moderator User	EA	\$1,241.81
511210	VIDIZMO	DMCALAD1	Admin, Manager, Moderator User – AI CAL - (1 to 50 User)	Admin, Manager, Moderator User – Artificial Intelligence(AI) CAL (1 to 50 User)	EA	\$1,498.74
511210	VIDIZMO	DMCALAD50	Admin, Manager, Moderator User – AI CAL - (50+ User)	Admin, Manager, Moderator User – Artificial Intelligence(AI) CAL (50+ User)	EA	\$1,198.99
511210	VIDIZMO	DM-SRVAI	VIDIZMO DEM AI Server License Fee	VIDIZMO DEM Artificial Intelligence(AI) Server License - VIDIZMO's visual AI features turns unstructured video data into rich sources of insights, encompassing an array of technology choices and opportunities. VIDIZMO's visual AI has a broad spectrum with the main focus on facial analysis, vision analysis, and video analysis. Face detection, celebrity identification, custom face identification, and best thumbnail extraction are part of facial analysis. Whereas visual text recognition – aka Optical Character Recognition (OCR) –, object identification, and visual content moderation come under vision analysis. Video analysis encompasses scene segmentation, shot and black-frame detection, rolling credits detection, and keyframe extraction.	EA	\$35,969.77

511210	VIDIZMO	DM-SRVN	VIDIZMO DEM Application Server License Fee - Development/Test/Training Environment	VIDIZMO DEM Application Server License Fee - Development/Test/Training Environment	EA	\$8,564.23
511210	VIDIZMO	DM-SRVAIN	VIDIZMO DEM AI Server License Fee - Development/Test/Training Environment	VIDIZMO DEM Artificial Intelligence(AI) Server License Fee - Development/Test/Training Environment	EA	\$8,992.44
511210	VIDIZMO	DMCALAI	Client Access Licenses - AI CAL	Client Access Licenses - Artificial Intelligence(AI) CAL	EA	\$299.75
511210	VIDIZMO	DMCALRL1	Redactor User (Light) - (1 to 10 User)	Redactor User (Light) - (1 to 10 User)	EA	\$599.50
511210	VIDIZMO	DMCALRL11	Redactor User (Light) - (11 to 50 User)	Redactor User (Light) - (11 to 50 User)	EA	\$492.44
511210	VIDIZMO	DMCALRL50	Redactor User (Light) - (50+ User)	Redactor User (Light) - (50+ User)	EA	\$385.39
511210	VIDIZMO	DMCALRP1	Redactor User (Power) - (1 to 10 User)	Redactor User (Power) - (1 to 10 User)	EA	\$1,798.49
511210	VIDIZMO	DMCALRP11	Redactor User (Power) - (11 to 50 User)	Redactor User (Power) - (11 to 50 User)	EA	\$1,498.74
511210	VIDIZMO	DMCALRP50	Redactor User (Power) - (50+ User)	Redactor User (Power) - (50+ User)	EA	\$1,198.99
54151	VIDIZMO	VD-PRMPLS-SUP	VIDIZMO Premier Plus Support	VIDIZMO Premier Plus Support	EA	\$89,924.43
54151	VIDIZMO	VD-PRM-SUP-ME	VIDIZMO Multi Environment Premier Support	VIDIZMO Multi Environment Premier Support	EA	\$59,949.62

511210	VIDIZMO	VD-IDCONN	VIDIZMO ID Connector	VIDIZMO ID Connector	EA	\$17,128.46
511210	VIDIZMO	VD-ADDCHANN EL1	VIDIZMO Additional 1 Channel	VIDIZMO Additional 1 Channel	EA	\$3,425.69
511210	VIDIZMO	VD-ADDCHANN EL5	VIDIZMO Additional 5 Channel Pack	VIDIZMO Additional 5 Channel Pack	EA	\$13,274.56
511210	VIDIZMO	VD-ADDCHANN EL10	VIDIZMO Additional 10 Channel Pack	VIDIZMO Additional 10 Channel Pack	EA	\$23,979.85
511210	VIDIZMO	VD-LIVEMOD- ET	VIDIZMO Live Streaming Module for EnterpriseTube	VIDIZMO Live Streaming Module for EnterpriseTube	EA	\$17,984.89
511210	VIDIZMO	VD-LIVEMOD- MT	VIDIZMO Live Streaming Module for MediaTube	VIDIZMO Live Streaming Module for MediaTube	EA	\$10,277.08
511210	VIDIZMO	VD-ECDN- MOD	VIDIZMO ECDN Management Module	VIDIZMO ECDN Management Module	EA	\$22,267.00
511210	VIDIZMO	DM-CALVI	Viewer Client Access Licenses	Viewer Client Access Licenses	EA	\$28.26
511210	VIDIZMO	DM-DR	VIDIZMO DEM Disaster Recovery Active / Passive	VIDIZMO DEM Disaster Recovery Active / Passive	EA	\$18,841.31
511210	VIDIZMO	DM-CALUS	User Client Access Licenses	User Client Access Licenses	EA	\$29.12

51121 0	VIDIZMO	DM-IUAL	Investigator User Access License	Investigator User Access License	EA	\$205.54
51121 0	VIDIZMO	CS-SRV	VIDIZMO Client Server License	VIDIZMO Client Server License	EA	\$23,123.43
51121 0	VIDIZMO	CS-CAL	Client Server Client Access Licenses	Client Server Client Access Licenses	EA	\$171.28

Product Descriptions

SIN	Manufacturer Part #	Product Name	Description
511210	MT-SRV	MediaTube	MediaTube ServerSoftware - A Simple Secure & Powerful Video Streaming Solution- A branded video portal and video content management systems for small businesses, media companies looking to stream live or on-demand video with public or private access to employees, customers, partners, embed on the website and track who is watching what when and how much. With corporate branding, video content management and ability to stream to all devices, it is a formidable choice for companies ready to launch their media presence.
511210	ET-SRV	EnterpriseTube	EnterpriseTube Server Software - Enterprise YouTube Provides organizations an easy to use, yet powerful, secure branded enterprise video streaming platform & portal; empowers each departments to independently store, encode, manage, share, stream video and digital media content to both internal and external audience; playback on all devices including Windows, MAC, iOS, Android; analyze content performance and viewing analytics of each individual viewer. Enterprise Tube (YouTube for Enterprise) runs in Microsoft Azure Cloud to provide industry's best cloud security and integration with existing enterprise applications in hybrid models. Use Your Own Microsoft Azure Cloud Subscription for ultimate enterprise security and control.
511210	VA-SRV	Virtual Academy	Virtual Academy Server Software - A Corporate Video Training & Learning Platform - An innovative branded, secure enterprise-class corporate video training and learning platform using live and on-demand streaming media combined with digital media, polls, surveys, quizzes to offer high impact learning on any devices and any bandwidth condition. Virtual Academy runs in Microsoft Azure Cloud to provide industry's best cloud security and integration with existing enterprise applications in the hybrid model.

511210	DM-SRV	Digital Evidence Management	Digital Evidence Management Server Software - A Complete Digital Evidence Management System to manage images, raw images, video, audio, phone recordings and interviews for lawenforcement agencies - Built on Gartner recognized Enterprise Video Content Management System, VIDIZMO Digital Evidence Management Solution enables law enforcement agencies to store, manage and analyze ever-increasing digital evidence collected from bodycam, dashcams, CCTV camera, phone call recordings while observing the chain of custody requirements. Redaction provides necessary identity protection to comply with various laws such as Freedom Information Act. Machine generated transcription converts spoken words into searchable and index- able text, thereby speeding up processing of evidence by avoiding long delays involved in human translation.
511210	VD-EDG-APL	VIDIZMO Edge Caching Software Appliance (eCDN)	VIDIZMO Edge Caching Software Appliance (eCDN)
511210	MT-CAL-100	MediaTube Client Access 100 Licenses	MediaTube Client Access 100 Licenses
511210	MT-CAL-1000	MediaTube Client Access 1000 Licenses	MediaTube Client Access 1000 Licenses
511210	ET-CAL-100	Enterprise Tube Client Access 100 Licenses	Enterprise Tube Client Access 100 Licenses
511210	ET-CAL-1K	Enterprise Tube Client Access 1000 Licenses	Enterprise Tube Client Access 1000 Licenses
511210	ET-CAL-10K	Enterprise Tube Client Access 10K Licenses	Enterprise Tube Client Access 10K Licenses
511210	ET-CAL-25K	Enterprise Tube Client Access 25K Licenses	Enterprise Tube Client Access 25K Licenses
511210	ET-CAL-50K	Enterprise Tube Client Access 50K Licenses	Enterprise Tube Client Access 50K Licenses
511210	VA-CAL-100	Virtual Academy Client Access 100 Licenses	Virtual Academy Client Access 100 Licenses
511210	VA-CAL-1K	Virtual Academy Client Access 1000 Licenses	Virtual Academy Client Access 1000 Licenses
511210	VA-CAL-10K	Virtual Academy Client Access 10K Licenses	Virtual Academy Client Access 10K Licenses

511210	VA-CAL-25K	Virtual Academy Client Access 25K Licenses	Virtual Academy Client Access 25K Licenses
511210	VA-CAL-50K	Virtual Academy Client Access 50K Licenses	Virtual Academy Client Access 50K Licenses
511210	DM-CAL-01	Digital Evidence - Client Access License	Digital Evidence - Client Access License
511210	DM-CAL-100	Digital Evidence - Client Access License	Digital Evidence - Client Access License
54151	VD-PRO-SRV	VIDIZMO Professional Services	VIDIZMO Professional Services
54151	VD-TRA-SRV	VIDIZMO Training	VIDIZMO Training
54151	VD-INSTALL	VIDIZMO Installation	VIDIZMO Installation
54151	VD-PRM-SUP	VIDIZMO Premier Support	VIDIZMO Premier Support
54151	VD-MNG-SRV	VIDIZMO Managed Service	VIDIZMO Managed Service
511210	VDCALAD	VIDIZMO Admin, Manager, Moderator User	VIDIZMO Admin, Manager, Moderator User
511210	DMCALAD1	Admin, Manager, Moderator User – AI CAL - (1 to 50 User)	Admin, Manager, Moderator User – Artificial Intelligence(AI) CAL (1 to 50 User)
511210	DMCALAD50	Admin, Manager, Moderator User – AI CAL - (50+ User)	Admin, Manager, Moderator User – Artificial Intelligence(AI) CAL (50+ User)
511210	DM-SRVAI	VIDIZMO DEM AI Server License Fee	VIDIZMO DEM Artificial Intelligence(AI) Server License - VIDIZMO's visual AI features turns unstructured video data into rich sources of insights, encompassing an array of technology choices and opportunities. VIDIZMO's visual AI has a broad spectrum with the main focus on facial analysis, vision analysis, and video analysis. Face detection, celebrity identification, custom face identification, and best thumbnail extraction are part of facial analysis. Whereas visual text recognition – aka Optical Character Recognition (OCR) –, object identification, and visual content moderation come under vision analysis. Video analysis encompasses scene segmentation, shot and black-frame detection, rolling credits detection, and keyframe extraction.

511210	DM-SRVN	VIDIZMO DEM Application Server License Fee - Development/Test/ Training Environment	VIDIZMO DEM Application Server License Fee - Development/Test/Training Environment
511210	DM-SRVAIN	VIDIZMO DEM AI Server License Fee - Development/Test/ Training Environment	VIDIZMO DEM Artificial Intelligence(AI) Server License Fee - Development/Test/Training Environment
511210	DMCALAI	Client Access Licenses - AI CAL	Client Access Licenses – Artificial Intelligence(AI) CAL
511210	DMCALRL1	Redactor User (Light) - (1 to 10 User)	Redactor User (Light) - (1 to 10 User)
511210	DMCALRL11	Redactor User (Light) - (11 to 50 User)	Redactor User (Light) - (11 to 50 User)
511210	DMCALRL50	Redactor User (Light) - (50+ User)	Redactor User (Light) - (50+ User)
511210	DMCALRP1	Redactor User (Power) - (1 to 10 User)	Redactor User (Power) - (1 to 10 User)
511210	DMCALRP11	Redactor User (Power) - (11 to 50 User)	Redactor User (Power) - (11 to 50 User)
511210	DMCALRP50	Redactor User (Power) - (50+ User)	Redactor User (Power) - (50+ User)
54151	VD-PRMPLS-SUP	VIDIZMO Premier Plus Support	VIDIZMO Premier Plus Support
54151	VD-PRM-SUP-ME	VIDIZMO Multi Environment Premier Support	VIDIZMO Multi Environment Premier Support
511210	VD-IDCONN	VIDIZMO ID Connector	VIDIZMO ID Connector
511210	VD-ADDCHANNEL1	VIDIZMO Additional 1 Channel	VIDIZMO Additional 1 Channel
511210	VD-ADDCHANNEL5	VIDIZMO Additional 5 Channel Pack	VIDIZMO Additional 5 Channel Pack
511210	VD-ADDCHANNEL10	VIDIZMO Additional 10 Channel Pack	VIDIZMO Additional 10 Channel Pack
511210	VD-LIVEMOD-ET	VIDIZMO Live Streaming Module for EnterpriseTube	VIDIZMO Live Streaming Module for EnterpriseTube
511210	VD-LIVEMOD-MT	VIDIZMO Live Streaming Module for MediaTube	VIDIZMO Live Streaming Module for MediaTube
511210	VD-ECDN-MOD	VIDIZMO ECDN Management Module	VIDIZMO ECDN Management Module
511210	DM-CALVI	Viewer Client Access Licenses	Viewer Client Access Licenses
511210	DM-DR	VIDIZMO DEM Disaster Recovery Active / Passive	VIDIZMO DEM Disaster Recovery Active / Passive

511210	DM-CALUS	User Client Access Licenses	User Client Access Licenses
511210	DM-IUAL	Investigator User Access License	Investigator User Access License
511210	CS-SRV	VIDIZMO Client Server License	VIDIZMO Client Server License
511210	CS-CAL	Client Server Client Access Licenses	Client Server Client Access Licenses

TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND SOFTWARE MAINTENANCE SERVICES (SPECIAL ITEM NUMBER 54151) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

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

Limited Warranty; Disclaimers. The warranty for the Product is governed by the EULA and is subject to the limitations set forth therein.

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 **571-969-2180** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available **24/7**

5. SOFTWARE MAINTENANCE

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

X 1. Software Maintenance as a Product (SIN 511210)

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.

X 2. Software Maintenance as a Service(SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is 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 MAINTENANCE (SIN 54151)

- 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.

Not applicable

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to .% 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. 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.

Not applicable

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 54151, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 511210 AND SIN 54151)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup

computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

10. SOFTWARE CONVERSIONS - (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 term license (511210), 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.

11. DESCRIPTIONS ANDEQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING

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

