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 for GSA Advantage! is: GSAAdvantage.gov.

Multiple Award Schedule

LARGE CATEGORY: INFORMATION TECHNOLOGY
SUBCATEGORY: IT SOFTWARE

Special Item Number 511210  Software Licenses

Includes both term and perpetual software licenses and maintenance. Includes operating system software, application software, EDI translation and mapping software, enabled email message based applications, Internet software, database management applications, and other software.

Term Licenses. The word "Term" is defined in this Solicitation as "a limited period of time". Term Software Licenses have a limited duration and are not owned in perpetuity. Unless Offerors provide an option for converting Term licenses into perpetual licenses, users lose the right to use these licenses upon the end of the term period. This SIN is NOT Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) as defined in SIN 518210C - Cloud and Cloud-Related IT Professional Services. Term Software Licenses are distinct from Electronic Commerce and Subscription Services (SIN 54151ECOM).

Perpetual Licenses. The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time".

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.

Software Maintenance as a product is billed at the time of purchase.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services under SIN 54151 Software Maintenance Services.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 7A21

LARGE CATEGORY: MISCELLANEOUS
SUBCATEGORY: COMPLEMENTARY SINs

Special Item Number OLM  Order-Level Materials (OLM)

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 a 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.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 0000

Schedule Contract Number
GS-35F-470AA

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

Contract Period: August 13, 2013 through August 12, 2023

Contract current through: Modification 31 effective March 11, 2021
MASS Modification 0034 effective January 31, 2022

Compu-Gen Technologies, Inc.
515 West Fourth Street
Williamsport PA 17701-6003
570-323-8841 (telephone)
570-322-2652 (facsimile)
www.compu-gen.com
CUSTOMER INFORMATION

1a. Table of awarded Special Item Numbers:

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>OLM</td>
<td>Order-Level Materials (OLM)</td>
</tr>
</tbody>
</table>

1b. Identification of lowest priced model number and corresponding price for each awarded Special Item Number:

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Part Number</th>
<th>GSA Price with IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>XI-020-RENEW-1Y</td>
<td>$561</td>
</tr>
</tbody>
</table>

1c. Identification of Services and Hourly Rates: Not Applicable.

2. Maximum Order:

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Maximum Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$500,000</td>
</tr>
<tr>
<td>OLM</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

3. Minimum Order: $100

4. Geographic Coverage: Worldwide

5. Points of Production:

Nagios Enterprises, LLC: Saint Paul, Minnesota USA

Citus Data, Inc.: San Francisco, California USA

6. Discount from List Price or Statement of Net Price:

The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. Quantity Discount: Varies by Manufacturer, as described in GSA Advantage

8. Prompt Payment Terms: Net 30 Days

Note: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
9. Government Purchase Card:

Accepted for purchases at or below the micro-purchase threshold.

Not accepted for purchases above the micro-purchase threshold.

10. Foreign Item: Not Applicable.

11a. Time of Delivery: As negotiated with the Ordering Activity

11b. Expedited Delivery: Please contact the Contract Administrator for availability and rates.

11c. Overnight and 2-day Delivery: Please contact the Contract Administrator for availability and rates.

11d. Urgent Requirements: Please contact the Contract Administrator for availability and rates.

12. F.O.B. Point: Destination

13a. Ordering Address:

Victor Borgess
Contract Administrator
Compu-Gen Technologies, Inc.
515 West Fourth Street
Williamsport PA  17701-6003
570-323-8841 (telephone)
570-322-2652 (facsimile)
GSAsales@compu-gen.com

13b. Ordering Procedures:

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

14. Payment Address:

Victor Borgess
Contract Administrator
Compu-Gen Technologies, Inc.
515 West Fourth Street
Williamsport PA  17701-6003
570-323-8841 (telephone)
570-322-2652 (facsimile)
GSA sales@compu-gen.com

15. Warranty Provisions:

Nagios Enterprises, LLC: Refer to Commercial Supplier Agreement below.

Citus Data, Inc.: Refer to Commercial Supplier Agreement below.


17. Terms and conditions of Government purchase card acceptance:

Please contact the Contract Administrator for availability and rates.
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 Parts indicating date of parts price lists and any discounts from list prices:

Not Applicable.

20a. Terms and conditions for any other Service: Not Applicable.


22. List of Participating Dealer: Not Applicable.


24a. Special Attributes such as Environmental Attributes (E.G., Recycled Content, Energy Efficiency, and/or Reduced Pollutants):

Not Applicable.

24b. Section 508 Compliance Information:

Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT). The EIT standard can be found at: http://www.Section508.gov/.

25. Data Universal Number System (DUNS) Number: 884 723 016

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

Contractor has a current registration in SAM.

INFORMATION TECHNOLOGY CATEGORY
IT SOFTWARE SUBCATEGORY
SPECIAL ITEM NUMBER 511210
SOFTWARE LICENSES

1) Technical Support: 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 is available shall be available during specified hours.

   a) At the task or delivery order level, provide a telephone number and hours of operation for technical support hotline; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central, Mountain or Pacific time.

      Technical Support Hotline: 570-323-8841; 9 am to 5 pm Eastern, Monday through Friday, excluding federal holidays.

2) Descriptions and Equipment Compatibility:

Nagios Enterprises, LLC: Nagios Enterprises delivers enterprise-grade IT infrastructure monitoring. There are no known incompatibilities with operating systems, software or equipment.
Citus Data, Inc: Citus Data delivers relational database scale and performance by distributing Postgres across nodes. There are no known incompatibilities with operating systems, software or equipment.

3) Right-to-Copy Pricing: **Outside the scope of this contract.**

4) Utilization Limitations

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 shall be subject to the following:

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

   ii) 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.

   iii) Except as provided 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.

   iv) 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.

v) "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.

vi) 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.

vii) 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.

5) Conversion from Term License to Perpetual License

a) When standard commercial practice 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.

Conversion is outside the scope of the contract.

6) Term License Cessation

a) Term licenses are not eligible for conversion to a perpetual license at any time.

b) Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.
c) 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 SIN 54151 - Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

**Cessation is outside the scope of the contract.**

7) Utilization Limitations for Perpetual Licenses

a) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)

i) 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.

ii) 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.

b) Reallocation of Perpetual Software (Option 2 Perpetual License)

i) 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.

ii) 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.

iii) 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.
iv) 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.

v) As a matter of convenience, once the original licenses are deactivated, de-installed, or made otherwise unusable by the original ordering activity/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.

vi) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity/license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.

vii) When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 54151), 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/license grantee shall have the option to renew maintenance.

viii) 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. Inapplying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

**Software assets are not eligible for transfer.**

8) Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a 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, 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.

**MISCELLANEOUS CATEGORY**
**COMPLEMENTARY SINS SUBCATEGORY**
**SPECIAL ITEM NUMBER OLM**
**ORDER-LEVEL MATERIALS**

The use of the Order Level Materials (OLM) SIN is limited to 59 OLM-eligible subcategories under the MAS program. Supplies and/or services provided utilizing OLM authority must be acquired in direct support of an individual task or delivery order that is placed under an OLM-eligible subcategory as identified below:

1) Apparel
2) Audio Visual Products
3) Audio Visual Services
4) Awards

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<td>Compensation and Benefits</td>
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<td>Document Services</td>
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<td>Electronic Commerce</td>
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<td>Environmental Services</td>
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<td>Facilities Services</td>
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<td>Facilities Solutions</td>
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<td>Financial Services</td>
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<td>Fire/Rescue/Safety/Environmental Protection Equipment</td>
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<td>16</td>
<td>Fitness Solutions</td>
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<td>Flags</td>
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<td>Fuel Management</td>
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<td>Furniture Services</td>
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<td>Identity Protection Services</td>
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<td>Industrial Products</td>
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<td>Industrial Products and Services Maintenance and Repair</td>
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<td>Miscellaneous Furniture</td>
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<td>Musical Instruments</td>
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<td>Office Furniture</td>
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<td>Office Management Maintenance and Repair</td>
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<td>Packaged Furniture</td>
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<td>Printing and Photographic Equipment</td>
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</table>
NOTE: More information related to the Order Level Materials SIN is available at gsa.gov/mascategoryrequirements.