

**AUTHORIZED  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

**SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Electronic Commerce (EC) Software

Microcomputers

Application Software

Electronic Commerce (EC) Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE**

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.

**SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES (FPDS Code U012)**

**SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

FPDS Code D301 IT Facility Operation and Maintenance

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D308 Programming Services

FPDS Code D311 IT Data Conversion Services

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.



Software AG, Inc.  
11700 Plaza America Drive, Suite 700  
Reston, VA 20190  
703-860-5050 phone  
[www.softwareagusa.com](http://www.softwareagusa.com)

Contract Number: **GS-35F-5054H**

Period Covered by Contract:  
**OCTOBER 1, 1997 thru SEPTEMBER 30, 2012**

General Services Administration  
Federal Acquisition Service

Pricelist current through Modification #**FX-73**, dated **July 29, 2009**.

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

## TABLE OF CONTENTS

<b>INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS .....</b>	<b>1</b>
<b>PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE.....</b>	<b>9</b>
<b>TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50) .....</b>	<b>15</b>
<b>SIN 132-50 TRAINING PRICE LIST .....</b>	<b>17</b>
<b>TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51).....</b>	<b>19</b>
<b>SIN 132-51 IT PROFESSIONAL SERVICES PRICE LIST .....</b>	<b>23</b>
<b>USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS...</b>	<b>41</b>

**INFORMATION FOR ORDERING ACTIVITIES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

**SPECIAL NOTICE TO AGENCIES  
Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

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*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

X The Geographic Scope of Contract will be domestic delivery only.

**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

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Orders:  
**Software AG, Inc.**  
Attn: Federal Orders  
11700 Plaza America Drive  
Suite 700  
Reston, VA 20190  
703-860-5050

Remittance:  
**Software AG, Inc.**  
PO Box 910600  
Dallas, TX 75391-0600  
703-860-5050

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for

dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

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

**Ordering Assistance:** 703-860-5050

**Technical Assistance:** 800-525-7859

**3. LIABILITY FOR INJURY OR DAMAGE**

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The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

**4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

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Block 9: G. Order/Modification Under Federal Schedule  
 Block 16: Data Universal Numbering System (DUNS) Number: **173885450**  
 Block 30: Type of Contractor - **C. Large Business**  
 Block 31: Woman-Owned Small Business - **No**  
 Block 36: Contractor's Taxpayer Identification Number (TIN): **54-0943991**

4a. CAGE Code: **OJMA1**

4b. Contractor **has** registered with the Central Contractor Registration Database.

**5. FOB DESTINATION**

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**6. DELIVERY SCHEDULE**

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a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-33</u>	<u>30</u> Days
<u>132-34</u>	<u>30</u> Days
<u>132-50</u>	<u>30</u> Days
<u>132-51</u>	<u>30</u> Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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**7. DISCOUNTS:**

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

- a. Prompt Payment: 2% - 20 days from receipt of invoice or date of acceptance, whichever is later. Does not apply to credit card payments or payments for maintenance, training, or professional services.
- b. Quantity – N/A, except as set forth in the pricelist
- c. Dollar Volume – N/A, except as set forth in the pricelist
- d. Government Educational Institutions – Same as offered to other Educational Institutions with same restrictions, but with GSA Schedule Discount applied.
- e. Other – None – except see “Price Discounts: under Terms and Conditions Applicable to Software and Maintenance

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**8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:**

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All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

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**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

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None

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**10. SMALL REQUIREMENTS:**

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The minimum dollar value of orders to be issued is \$10.

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**11. MAXIMUM ORDER (ALL DOLLAR AMOUNTS ARE EXCLUSIVE OF ANY DISCOUNT FOR PROMPT PAYMENT.)**

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- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:  
Special Item Number 132-33 - Perpetual Software Licenses  
Special Item Number 132-34 - Maintenance of Software as a Service  
Special Item Number 132-51 - Information Technology Professional Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:  
Special Item Number 132-50 - Training Courses

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**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

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

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

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**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:**

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Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal

Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

### **13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

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Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

### **13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):**

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Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

## **14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)**

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- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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**15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:**

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Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

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**16. GSA ADVANTAGE!**

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GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

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**17. PURCHASE OF OPEN MARKET ITEMS**

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NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## **18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

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a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## **19. OVERSEAS ACTIVITIES**

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The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Orders restricted to USA (including America Samoa, Guam, Puerto Rico and U.S. Virgin Islands)

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## **20. BLANKET PURCHASE AGREEMENTS (BPAS)**

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The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

## **21. CONTRACTOR TEAM ARRANGEMENTS**

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Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales

Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

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The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

## **23. SECTION 508 COMPLIANCE.**

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If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

[www.softwareagusa.com/legal/508](http://www.softwareagusa.com/legal/508)

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

## **24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

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Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:  
This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

## **25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

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(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an

endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

## **26. SOFTWARE INTEROPERABILITY.**

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Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

## **27. ADVANCE PAYMENTS**

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A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

## **1. INSPECTION/ACCEPTANCE**

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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**

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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.

Software AG represents and warrants that each Product furnished to the government by Software AG will substantially conform in all material respects to the Product's documentation. This warranty shall remain in effect for ninety (90) days from the date of installation or, in the event that the Government installs the Products, the date of the Government's receipt thereof ("Warranty Period"). This warranty shall be null and void unless the Product: (i) has been strictly maintained in accordance with the Software AG's standards, (ii) has been properly used by the Government; and (iii) has not been modified. This warranty shall not apply to any Products that have been used in combination with any other product in a combination not provided by or approved in writing by Software AG. The Government shall notify Software AG of any alleged warranty breach in writing as soon as reasonably possible. Software AG's sole responsibility under this warranty, and the Government's sole remedy, shall be for Software AG to expend commercially reasonable efforts to correct the Product in question. In the event that the Government notifies Software AG that a Product fails to meet any warranty herein and Software AG thereafter determines that the Product in question is in compliance with the applicable warranty, the Government shall reimburse Software AG for all labor and costs associated with the investigation and resolution of the purported failure, at Software AG's then GSA Schedule professional services rates.

THE GOVERNMENT HEREBY EXPRESSLY AGREES THAT THE FOREGOING EXPRESS WARRANTY IS THE ONLY WARRANTY MADE BY SOFTWARE AG WITH RESPECT TO THE PRODUCTS AND THE PROVISIONS OF ANY TECHNICAL SERVICES OR OTHER SERVICES. SOFTWARE AG AND ITS LICENSORS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

b. **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**

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The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (800.525.7859) for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available:

6 a.m. to 6 p.m. U.S. Mountain Standard Time, Monday through Friday (except holidays and scheduled down times). Emergency requests can be handled 24 hours a day, seven days a week.

#### 4. SOFTWARE MAINTENANCE

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

X \_\_\_\_\_ **Software Maintenance as a Service (SIN 132-34)**

**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.**

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.

#### 5. PERIODS OF MAINTENANCE (SIN 132-34)

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

b. 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 maintenance, the period of the 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 maintenance orders citing the new appropriation shall be required, if the 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 maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

#### 6. UTILIZATION LIMITATIONS - (SIN 132-33 AND SIN 132-34)

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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.

(6) FAR Clause 52.227-19 COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS (JUNE 1987) is incorporated by reference as part of this pricelist.

(7) Software licenses are also by installation location, by operating system, and by licensing metric (e.g. number of processors, servers, users, developers, app-servers, etc.) as designated in the pricelist under SIN 132-33 and 132-34.

## **9. SOFTWARE CONVERSIONS - (SIN 132-33)**

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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. To do a software conversion, the particular software must be on Maintenance.

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## 10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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The latest descriptions of the software and related maintenance may be found at [www.softwareagusa.com](http://www.softwareagusa.com). The software offered hereunder may be used in the operating system environments designated in the pricelist. Product documentation accompanying the software will be in electronic form and will consist of Product Release Notes, Installation Instructions, and User Manuals. Such electronic documentation may be purchased separately for a fee as set forth in the pricelist.

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## 11. RIGHT-TO-COPY PRICING

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Right-to-copy pricing is not offered hereunder, except for Workstation-based software. For Workstation software ordered on a per-user basis in quantities greater than ten (10) units, Contractor shall ship ten (10) full Workstation Software Product kits and the Customer shall have the right to install such Software on multiple Workstations. Pricing for this volume installation is set forth in the pricelist. For orders which require shipment greater than ten (10) Workstation Software Product kits, the single user license price shall apply and no volume discounts shall be applicable.

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## 12. CONSOLIDATION OF DATA CENTERS

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In the event two agencies or departments who hold separate licenses for Software AG Products consolidate or otherwise combine or merge data centers or reduce the number of CPU's on which Software AG Products are running, each separate license holder must separately license and maintain their Software AG license on the new CPU. For example, if two agencies or departments merge or consolidate data centers for which separate licenses were held by the respective agencies or departments prior to such consolidation, each entity which held the license prior to the consolidation must continue to hold and maintain that license separately. The licenses and maintenance held by each agency or department must be for the CPU on which the software resides and no license for any logical partition of such may be granted. No time sharing or partitioning is authorized under this Contract.

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## 13. MSU AND PARALLEL SYSPLEX LICENSES

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Measured Service Units (MSU's) are a rating of computer capacity and speed, similar to MIPS. Software AG determines the MSU rating of each machine using information principally from the machine manufacturer. A Parallel Sysplex is a configuration of multiple machines acting as a single logical machine. Parallel Sysplex configurations must use MSU-based pricing, which is set forth in the pricelist. Parallel Sysplex licenses must be licensed at the MVS/ESA or higher level of functionality. No secondary license, second site license or production license discounts apply to MSU-based pricing. If a customer has multiple machines in a single data center, the aggregate of all the MSU's of all the machines where the Products are allowed to execute form the base configuration to which capacity may be added. In a Parallel Sysplex configuration, the aggregate of all the MSU's in the Sysplex where the Products are allowed to execute form the base configuration. MSU licenses may not be partitioned or taken below the Central Electronic Complex (CEC) level. Customers may not change from group-based pricing to MSU-based pricing without changing the configuration of the machine(s) involved. When changing from group pricing to MSU pricing, a credit will be given for the maximum number of MSU's in the group of the currently-licensed machine. The maximum number of MSU's shall be determined by the maximum number of MSUs in the Mainframe Hardware Groups located in the pricelist under SIN 132-33 Mainframe Hardware Models. Maintenance for MSU licenses less than or equal to 80 MSUs will be calculated using the Group based maintenance rates under SIN 132-34 for the number of MSU's licensed, as set forth under SIN 132-33. For example, a license for 36 MSU's would translate to a Group 70 machine. Annual maintenance for the 36 MSU license will be calculated using the rates set forth under SIN 132-34 for a Group 70 license. Software AG utilizes

a 6 MIPs to 1 MSU ratio when converting licenses based on MIPs to licenses based on MSUs. Maintenance for MSU licenses greater than 80 MSUs will follow the MSU formula for maintenance found in the pricelist under SIN 132-34.

#### **14. LOGICAL PARTITIONS.**

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Software AG does not have logical partition (LPAR) pricing for its Group-based or its MSU-based mainframe licenses.

#### **15. CONVERSION OF GROUP-BASED PRICING TO USER-BASED PRICING**

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On the DEC/Open VMS operating system, licenses currently held on a CPU-specific license can be converted to user-based licenses. On the UNIX operating system, licenses currently held on a CPU-Group-and-users-specific license shall be converted to user-based licenses. The licenses may be converted either to named user licenses or concurrent user licenses. To convert to a named user license, the fee paid by the customer for the group based license shall be divided by the sum of the single user license fees for named users for those Products. To calculate the initial number of concurrent users, the license fee paid by the customer for the group based license shall be divided by the sum of the single user license fees for concurrent users for those products. All license fees applicable to this conversion are set forth under SIN 132-33. Maintenance on those licenses will then be calculated using the rates set forth under SIN 132-34.

#### **16. CONTRACTOR LIABILITY**

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Software AG shall not be liable for any injury to Government personnel or damage to Government property arising from the use of the software provide by Software AG unless such injury or damage is due to the fault or negligence of Software AG. Furthermore, Software AG liability arising out of this Contract, and the Government's sole and exclusive remedy for any damages arising out of its use of the product, shall be limited to the Government's direct damages, but in no event, shall the liability exceed the amount of payments made by the Government to Software AG pursuant to this Contract in the twelve (12) month period immediately preceding such event. The Government further agrees that Software AG shall not be liable for any damages incurred by the Government or any other person as a result of the Government's use or misuse of product even if Software AG had been advised of the possibility of such damages. Software AG shall not be liable for any consequential, special or incidental damages or any other claim or demand by or against the Government. The parties acknowledge that the foregoing limitation of liability shall control over any inconsistent provision of this Contract. Software AG will not be liable for delays or failures in performance due to causes beyond its control or for damages caused by the Government's failure to perform their responsibilities.

#### **17. PRICE DISCOUNTS: LICENSE (132-33) AND MAINTENANCE (132-34)**

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Note: Basic License Fees by product, operating system and hardware group are included under SIN 132-33. Discounts may not be accumulated, except for a Beta Site discount. If more than one discount is potentially applicable, only the highest may be given.

a. Education Discounts.

(1) Administrative Copy. A 15.3% discount for software products will be given to bona fide government education institutions. Bona fide educational institutions are defined as service academies and war colleges. This discount does not apply to Maintenance Services (132-34).

(2) Academic/Instructional-Use Copy. A free license of ADABAS, NATURAL and PREDICT will be granted for academic/instructional use at bona fide educational institutions. Maintenance must be paid for the first year. Software AG software products must appear in course curriculum. Software AG reserves the right to audit academic computer usage.

b. Execute Only copies

The Execute Only pricing is a 50% discount by mainframe hardware group if the product is licensed within 12 months of initial purchase date. Maintenance is discounted 50% by mainframe hardware group. This discount does not apply to licenses that are not mainframe hardware group-based.

Execute Only copies are not used for development applications and a developmental copy must have been acquired. The development copy must be used on the same or higher hardware group CPU. An Execute Only Copy is not installed or supported by Software AG; training and documentation is available at the prices listed herein.

The only products eligible for Execute Only pricing are ADABAS and NATURAL.

c. Secondary License.

A second or more cop(ies) on one or more mainframe CPU's in the same physical location and under the same technical management and control will be discounted 50% by hardware group for license purchases and maintenance. This discount does not apply to licenses that are not mainframe hardware group-based. Documentation will not be provided for the secondary license.

d. Prompt Payment Discount.

Invoices for product purchases paid within 20 days of date of invoice will be discounted 2%. Maintenance, Documentation and Services are not subject to prompt payment discount. Credit Card Orders are excluded from this discount.

e. Limited Use/Restricted License Discount.

A Limited Use License is used whenever a Product is included in a product solution due to technical requirements and only a few capabilities of the Product are used. A Restricted License (sometimes known as Application Specific or Single Application License) limits the use of the Product to a defined application, even though the full functionality of the Product is available for use. The granting of a Limited Use/Restricted License vs. a full use license (both sets are subject to the Utilization Limitations) is at the sole discretion of Software AG. The level of discount on license and/or maintenance fee will vary based on the applicable limitation/restriction.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE  
(SPECIAL ITEM NUMBER 132-50)**

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**1. SCOPE**

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- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

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**2. ORDER**

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Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

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**3. TIME OF DELIVERY**

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The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

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**4. CANCELLATION AND RESCHEDULING**

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- a. The ordering activity will notify the Contractor at least ten (10) days before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

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**5. FOLLOW-UP SUPPORT**

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The Contractor agrees to provide each student with reasonable telephone support for the purpose of seeking clarification only on the course materials for a period of thirty (30) days from the completion of the training course.

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## 6. PRICE FOR TRAINING

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The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less. The ordering activity training price shall be commercial listed price less GSA Schedule discount of 15.3 percent.

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## 7. INVOICES AND PAYMENT

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Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

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## 8. FORMAT AND CONTENT OF TRAINING

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- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. **\*\*If applicable\*\*** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
- (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

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## 9. "NO CHARGE" TRAINING

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Not applicable.

**SIN 132-50 TRAINING PRICE LIST**

<b>Training Services</b>	<b>Commercial List Price*</b>
Public Classes	<b>\$600 per student per class day</b>
On-Site Classes*	<b>\$3,500 per class day</b>
Training Workshops**	<b>\$3,000 per class day</b>
Online Training	<b>\$2,000 per course</b>

\* On-Site Classes are held at the customer's site. Fees include instructor travel and living expenses if in contiguous United States or the District of Columbia (if otherwise, please call your Account Executive to discuss the details). Maximum class size is 12 students. With Software AG's prior approval, up to four (4) additional students may attend the class at the flat rate of \$200 per student per class day.

\*\* Training Workshops are held at the customer's site. Fees include instructor travel and living expenses if in contiguous United States or the District of Columbia (if otherwise, please call your Account Executive to discuss the details). Maximum class size is 8 students.

**Volume Discounts for Training Services**

The following table outlines the standard volume discounts and terms for blocks of Training Units:

<b>Block of TUs</b>	<b>List Price</b>	<b>Training Units</b>	
		<b>Discount</b>	<b>Price</b>
350	\$ 35,000	10%	\$ 31,500
500	\$ 50,000	15%	\$ 42,500
700	\$ 70,000	25%	\$ 52,500
1,000	\$ 100,000	30% <sup>+</sup>	\$ 70,000 <sup>***</sup>

**\*\*\*Discounts for purchases above 1,000 TUs are negotiable**

**Training Units are redeemable for Education Services as follows:**

- 1 TU = 1 Software AG Education Publication
- 6 TUs = 1 Public Class Day
- 30 TUs = 1 Training Workshop Day, including T&L
- 20 TUs = 1 Online Course
- 35 TUs = 1 On-site Class Day, including T&L

For online courses only:

- Buy 4, get 1 free
- Buy 8, get 3 free
- Buy 20, get 8 free

**Other Training Services**

Other training services including educational materials that are available are posted on our website (<http://www.softwareagusa.com/education>) along with the commercial list price\*.

**Order or Enroll:**

By Web: [www.softwareagusa.com/education](http://www.softwareagusa.com/education)

By Fax: 800-776-6930

By Phone: 800-776-3390

**\* For GSA Schedule Orders, apply 15.3% GSA Schedule discount to pricing above after applying any other discounts.**

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

**1. SCOPE**

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- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES I-FSS-60 PERFORMANCE INCENTIVES (APRIL 2000)**

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- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDER**

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- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

**4. PERFORMANCE OF SERVICES**

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- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established

Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

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(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

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The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

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**7. RESPONSIBILITIES OF THE CONTRACTOR**

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The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – Dec 2007) Rights in Data – General, may apply.

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**8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

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**9. INDEPENDENT CONTRACTOR**

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All IT Professional 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.

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**10. ORGANIZATIONAL CONFLICTS OF INTEREST**

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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.

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**11. INVOICES**

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The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

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**12. PAYMENTS**

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For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under

Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
- (1) The offeror;
  - (2) Subcontractors; and/or
  - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

### **13. RESUMES**

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Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

### **14. INCIDENTAL SUPPORT COSTS**

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Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

### **15. APPROVAL OF SUBCONTRACTS**

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The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

### **16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING**

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- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

**SIN 132-51 IT PROFESSIONAL SERVICES PRICE LIST**

LABOR CATEGORY	LABOR CATEGORY DESCRIPTION	GSA CATALOG PRICE
<b>Team Leader</b>	<p>Minimum/General Experience: Three (3) or more years of experience with the design, development and implementation of application systems, including experience with analysis and application coding. Requires a working knowledge of Software AG programming languages, project management methods and tools and formal application development methodologies.</p> <p>Functional Responsibility: Responsible for tasks or small projects. Helps ensure the technical quality of deliverables being produced, identifies all the technical tasks and standards that need to be followed in their area of control. Has small span of control for design and programs within the area of control. Provides support to the project leader</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<b>\$125</b>
<b>Project Leader</b>	<p>Minimum/General Experience: Five (5) or more years of experience with the design, development and implementation of application systems, including experience with analysis and application coding. Supervises and directs team members through the system development life cycle. Requires a working knowledge of Software AG programming languages, project management methods and tools and formal application development methodologies.</p> <p>Functional Responsibility: Responsible for supervising and directing project team members through the system development life cycle. Strong managerial support skills. Manages the successful completion of project phases on time, within budget and to specified quality standards. Interfaces with the user team to insure all changes are coordinated and integrated and provides regular project status.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<b>\$146</b>

LABOR CATEGORY	LABOR CATEGORY DESCRIPTION	GSA CATALOG PRICE
<p><b>Project Manager</b></p>	<p>Minimum/General Experience: Six (6) or more years of experience with the design, development and implementation of application systems, including experience with analysis and application coding. Supervises and directs team members through the system development life cycle. Requires a working knowledge of Software AG programming languages, project management methods and tools and formal application development methodologies. Requires past project lead experience using Software AG products, NATURAL and ADABAS. Knowledgeable of broad business requirements, agreed project management standards, resource management and applicable technical methods and standards.</p> <p>Functional Responsibility: Responsible for supervising and directing project team members through the system development life cycle. Strong managerial support skills. Manages the successful completion of project phases on time, within budget and to specified quality standards. Interfaces with the user team to insure all changes are coordinated and integrated and provides regular project status.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<p><b>\$167</b></p>
<p><b>Senior Project Manager</b></p>	<p>Minimum/General Experience: Eight (8) or more years of experience with the design, development and implementation of application systems, including experience with analysis and application coding. Supervises and directs team members through the system development life cycle. Requires a working knowledge of Software AG programming languages, project management methods and tools and formal application development methodologies. Requires past project lead experience using Software AG products, NATURAL and ADABAS. Knowledgeable of broad business requirements, agreed project management standards, resource management and applicable technical methods and standards.</p> <p>Functional Responsibility: Responsible for supervising and directing project team members through the system development life cycle. Strong managerial support skills. Manages the successful completion of project phases on time, within budget and to specified quality standards. Interfaces with the user team to insure all changes are coordinated and integrated and provides regular project status.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<p><b>\$183</b></p>

LABOR CATEGORY	LABOR CATEGORY DESCRIPTION	GSA CATALOG PRICE
<p><b>Associate Programmer Analyst</b></p>	<p>Minimum/General Experience: Entry level position involved in providing technical programming and analysis in support of the design, development and enhancement of computer and related systems using specified programming languages. Demonstrates programming and analysis skills, ability to solve simple systems and programming problems and developing knowledge of the principles of systems analysis and design.</p> <p>Functional Responsibility: Responsible for performing a range of functions in areas such as applications systems design: applications programming, database design, conversion, implementation, performance measurement and evaluation. Participates as a team member in engagements, taking direction from more senior level Software AG professionals.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<p><b>\$78</b></p>
<p><b>Programmer Analyst</b></p>	<p>Minimum/General Experience: One (1) year experience in providing technical programming and analysis in support of the design, development and enhancement of computer and related systems using specified programming languages. Demonstrates developed programming and analysis skills, ability to solve complex systems and programming problems and knowledge of the principles of systems analysis and design.</p> <p>Functional Responsibility: Responsible for performing a range of functions in areas such as complex applications systems design: applications programming, database design, conversion, implementation, performance measurement and evaluation. Participates as a team member in engagements, taking direction from more senior level Software AG professionals.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<p><b>\$99</b></p>

LABOR CATEGORY	LABOR CATEGORY DESCRIPTION	GSA CATALOG PRICE
<p><b>Intermediate Programmer Analyst</b></p>	<p>Minimum/General Experience: Two (2) years experience in providing technical programming and analysis in support of the design, development and enhancement of complex computer and related systems using specified programming languages. Demonstrates programming and analysis skills, ability to solve complex systems and programming problems and a well-developed knowledge of the principles of systems analysis and design.</p> <p>Functional Responsibility: Responsible for performing a range of functions in areas such as complex applications systems design: applications programming, database design, conversion, implementation, performance measurement and evaluation. Confers with management and users to define requirements and develop alternative methods.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<p><b>\$114</b></p>
<p><b>Senior Programmer Analyst</b></p>	<p>Minimum/General Experience: Three (3) years experience in providing technical programming and analysis in support of the design, development and enhancement of complex computer and related systems using specified programming languages. Demonstrates highly-developed programming and analysis skills, ability to solve complex systems and programming problems and a well-developed knowledge of the principles of systems analysis and design.</p> <p>Functional Responsibility: Responsible for performing a range of functions in areas such as complex applications systems design: applications programming, database design, conversion, implementation, performance measurement and evaluation. Confers with management and users to define requirements and develop alternative methods.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<p><b>\$125</b></p>

LABOR CATEGORY	LABOR CATEGORY DESCRIPTION	GSA CATALOG PRICE
<p><b>Advisory Programmer Analyst</b></p>	<p>Minimum/General Experience: Five (5) years experience in providing technical programming and analysis in support of the design, development and enhancement of complex computer and related systems using specified programming languages. Demonstrates highly-developed programming and analysis skills, ability to solve complex systems and programming problems and a well-developed knowledge of the principles of systems analysis and design.</p> <p>Functional Responsibility: Responsible for performing a range of functions in areas such as complex applications systems design: applications programming, database design, conversion, implementation, performance measurement and evaluation. Confers with management and users to define requirements and develop alternative methods.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<p><b>\$141</b></p>
<p><b>Associate Analyst</b></p>	<p>Minimum/General Experience: This entry-level position requires only the basic understanding of programming and systems design. Demonstrates specialized functional, technical and/or business skill expertise.</p> <p>Functional Responsibility: Must be able to grasp abstract concepts and apply them to analyses; to set priorities and adjust to changing project requirements. Participates as a team member in engagements to supply application knowledge and a focus on functional user and business requirements, taking direction from more senior level Software AG professionals.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<p><b>\$88</b></p>
<p><b>Analyst</b></p>	<p>Minimum/General Experience: One- (1) years systems design experience. Demonstrates specialized functional, technical and/or business skill expertise.</p> <p>Functional Responsibility: Must be able to grasp abstract concepts and apply them to analyses; to set priorities and adjust to changing project requirements. Participates as a team member in engagements to supply application knowledge and a focus on functional user and business requirements, taking direction from more senior level Software AG professionals.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<p><b>\$109</b></p>

LABOR CATEGORY	LABOR CATEGORY DESCRIPTION	GSA CATALOG PRICE
<b>Senior Analyst</b>	<p>Minimum/General Experience: Three (3) years systems design experience. Demonstrates specialized functional, technical and/or business skill expertise.</p> <p>Functional Responsibility: Must be able to grasp abstract concepts and apply them to analyses; to set priorities and adjust to changing project requirements. Participates as a team member in engagements to supply application knowledge and a focus on functional user and business requirements, taking direction from more senior level Software AG professionals.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<b>\$130</b>
<b>Advisory Analyst</b>	<p>Minimum/General Experience: Five (5) years programming and systems design experience. Demonstrates specialized functional, technical and/or business skill expertise. Participates as a team member in engagements, taking direction from more senior level Software AG professionals.</p> <p>Functional Responsibility: Must be able to grasp abstract concepts and apply them to analyses; to set priorities and adjust to changing project requirements. Provides expert level support on engagements to supply application knowledge and a focus on functional user and business requirements.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<b>\$156</b>
<b>Database Administrator</b>	<p>Minimum/General Experience: Two (2) years of technical experience with the Software AG tool set. specifically ADABAS, NATURAL, PREDICT, NATURAL SECURITY. Requires knowledge of database operations and utilities, with the ability to install products in the customer's environment. Ability to configure and maintain Software AG products in development, test and production environments.</p> <p>Functional Responsibility: Oversees successful operation of the ADABAS environment, performing back-ups, restores, monitoring performance. Install products and new SMs/versions of products. Apply fixes. Troubleshoot database related problems. Tune database for efficient operation.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<b>\$125</b>

LABOR CATEGORY	LABOR CATEGORY DESCRIPTION	GSA CATALOG PRICE
<p><b>Senior Database Administrator</b></p>	<p>Minimum/General Experience: Four (4) years of technical experience with the Software AG tool set. specifically ADABAS, NATURAL, PREDICT, NATURAL SECURITY. Knowledge of other SQL databases, and their integration with Software AG products. Requires knowledge of ADABAS database operations and utilities, with the ability to install products in the customer's environment. Ability to configure and maintain Software AG products in development, test and production environments. Knowledge of ADABAS internals.</p> <p>Functional Responsibility: Oversees successful operation of the ADABAS environment, performing back-ups, restores, monitoring performance. Install products and new SMs/versions of products. Apply fixes. Trouble-shoot database related problems. Tune database for efficient operation. Responsibility for supervising and/or training other Database Administrators.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<p><b>\$141</b></p>
<p><b>Advisory Database Administrator</b></p>	<p>Minimum/General Experience: Six (6) years of technical experience with the Software AG tool set, specifically ADABAS, NATURAL, PREDICT, NATURAL SECURITY. Knowledge of other SQL databases, and their integration with Software AG products. Requires knowledge of ADABAS database operations and utilities, with the ability to install products in the customer's environment. Ability to configure and maintain Software AG products in development, test and production environments. Knowledge of ADABAS internals.</p> <p>Functional Responsibility: Oversees successful operation of the ADABAS environment, performing back-ups, restores, monitoring performance. Install products and new SMs/versions of products. Apply fixes. Trouble-shoot database related problems. Tune database for efficient operation. Responsibility for supervising and/or training other Database Administrators.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<p><b>\$156</b></p>

LABOR CATEGORY	LABOR CATEGORY DESCRIPTION	GSA CATALOG PRICE
<b>Data Warehouse Analyst</b>	<p>Minimum/General Experience: Requires one (1) year programming and systems design experience plus data warehouse experience and a working-knowledge of the basic components of Software AG's Data Warehouse Methodology. Ability to participate in JRP/JAD sessions and in client interview settings to gather technical and business requirements.</p> <p>Functional Responsibility: Participates as a team member in Data Warehouse engagements. Strong client interaction.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<b>\$151</b>
<b>Senior Data Warehouse Analyst</b>	<p>Minimum/General Experience: Requires three (3) years programming and systems design experience plus data warehouse experience and a working-knowledge of the basic components of Software AG's Data Warehouse Methodology. Ability to participate in JRP/JAD sessions and in client interview settings to gather technical and business requirements. Experience in leading data warehouse projects. Proficiency in data warehouse design techniques and methodologies. Proficiency in one or more of the data warehouse disciplines of desktop development/front-end tools, data acquisition/back-end tools, and RDBMS design.</p> <p>Functional Responsibility: Depending upon contracted engagement; develop, guide and implement data warehouse projects using the Software AG Data Warehouse Methodology.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<b>\$167</b>
<b>Advisory Warehouse Analyst</b>	<p>Minimum/General Experience: Requires five (5) years programming and systems design experience plus data warehouse experience and a working-knowledge of the basic components of Software AG's Data Warehouse Methodology. Ability to participate in JRP/JAD sessions and in client interview settings to gather technical and business requirements. Experience in leading data warehouse projects. Proficiency in data warehouse design techniques and methodologies. Proficiency in one or more of the data warehouse disciplines of desktop development/front-end tools, data acquisition/back-end tools, and RDBMS design.</p> <p>Functional Responsibility: Depending upon contracted engagement; develop, guide and implement data warehouse projects using the Software AG Data Warehouse Methodology.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<b>\$183</b>

LABOR CATEGORY	LABOR CATEGORY DESCRIPTION	GSA CATALOG PRICE
<b>Associate QA Analyst</b>	<p>Minimum/General Experience: Entry level position requires an understanding of the Software Development Life Cycle (SDLC), including: testing methodology, quality assurance practices, configuration management, and quality control.</p> <p>Functional responsibility: Supports a development project team to maximize the quality of the finished product. Must be capable of executing specific QA functions and executing test cases, documents test scripts and results. Good communication skills. Takes direction from Senior QA personnel.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<b>\$67</b>
<b>QA Analyst</b>	<p>Minimum/General Experience: One (1) year quality assurance experience. Demonstrates specialized functional knowledge of the Software Development Life Cycle (SDLC), including testing methodology, quality assurance practices, configuration management, and quality control.</p> <p>Functional responsibility: Supports a development project team to maximize the quality of the finished product. Must be capable of translating user requirements into testing scenarios and test cases. In many cases, a QA Analyst has programming and analysis experience, and could have significant experience with automated testing tools and configuration management products. Promotes excellent communication between the user community, the project team and other support teams. Takes direction from Senior QA personnel and the project sponsor. Directs Associate QA Analysts and other Analysts in Quality Assurance type tasks.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<b>\$99</b>

LABOR CATEGORY	LABOR CATEGORY DESCRIPTION	GSA CATALOG PRICE
<b>Senior QA Analyst</b>	<p>Minimum/General Experience: Three (3) years quality assurance experience. Demonstrates specialized functional knowledge of the Software Development Life Cycle (SDLC), including testing methodology, quality assurance practices, configuration management, and quality control.</p> <p>Functional responsibility: Supports a development project team to maximize the quality of the finished product. Must be capable of translating user requirements into testing scenarios and test cases. In many cases, a Senior QA Analyst has programming and analysis experience, and could have significant experience with automated testing tools and configuration management products. Promotes excellent communication between the user community, the project team and other support teams. Takes direction from senior personnel and the project sponsor. Directs Associate QA Analysts and other Analysts in Quality Assurance type tasks.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<b>\$130</b>
<b>Associate Web Analyst</b>	<p>Minimum/General Experience: Less than one (1) year in programming and system design plus experience in Web integration disciplines. Basic understanding of internet servers, client/server design and support concepts and expertise with desktop and UNIX and/or Windows NT operating systems. Skilled in creating PC-based systems with high-levels of graphic content and end-use interaction. Knowledgeable of browser technologies, HTML and JAVA programming techniques, and network technologies.</p> <p>Functional Responsibility: Depending upon contracted engagement participates in developing, guiding and implementing WEB integration projects.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<b>\$104</b>

LABOR CATEGORY	LABOR CATEGORY DESCRIPTION	GSA CATALOG PRICE
<b>Web Analyst</b>	<p>Minimum/General Experience: One (1) year experience in programming and system design plus experience in WEB integration disciplines. Basic understanding of internet servers, client/server design and support concepts and expertise with desktop and UNIX and/or Windows NT operating systems. Skilled in creating PC-based systems with high-levels of graphic content and end-use interaction. Knowledgeable of browser technologies. HTML and JAVA programming techniques, and network technologies.</p> <p>Functional Responsibility: Depending upon contracted engagement participates in developing, guiding and implementing WEB integration projects.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<b>\$130</b>
<b>Senior Web Analyst</b>	<p>Minimum/General Experience: Three (3) year experience in programming and system design plus experience in WEB integration disciplines. Basic understanding of internet servers, client/server design and support concepts and expertise with desktop and UNIX and/or Windows NT operating systems. Skilled in creating PC-based systems with high-levels of graphic content and end-use interaction. Knowledgeable of browser technologies, HTML and JAVA programming techniques, and network technologies.</p> <p>Functional Responsibility: Depending upon contracted engagement; develops, guides and implements WEB integration projects.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<b>\$146</b>
<b>Advisory Web Analyst</b>	<p>Minimum/General Experience: Five (5) years experience in programming and system design plus experience in WEB integration disciplines. Basic understanding of Internet servers, client/server design and support concepts and expertise with desktop and UNIX and/or Windows NT operating systems. Skilled in creating PC-based systems with high-levels of graphic content and end-use interaction. Knowledgeable of browser technologies. HTML and JAVA programming techniques, and network technologies.</p> <p>Functional Responsibility: Depending upon contracted engagement: develop, guide and implement WEB integration projects.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<b>\$167</b>

LABOR CATEGORY	LABOR CATEGORY DESCRIPTION	GSA CATALOG PRICE
<p><b>EI Analyst</b></p>	<p>Minimum/General Experience: One (1) or more years of experience in working with desktop and/or web application development tool suites, creating application components for use within distributed system deployment configurations. Familiar with client/server peer-to-peer system architectures. Knowledgeable of PC-based application development and deployment environments, mid-range application-server environments, and system integration concepts and practices.</p> <p>Functional Responsibility: Performs software engineering tasks of a moderately complex nature, which require both standard and non-standard design and advanced software engineering techniques. Determines customer's requirements for final program or system; plans and conducts technical project tasks; plans task activities, including the evaluation of current limitations; defines and selects the most appropriate tools, concepts and approaches; designs and implements moderate to major system components; resolves typical problems; and analyzes requirements. Also designs software test plans and analyzes problems and test results; participates in developing test strategy and oversees major but specialized areas of testing; reviews errors noted in system operation, determines the basis for errors and prepares documents detailing how to correct errors; corrects small errors and tests corrections; prepares modifications to system or key sections of the project. Once a task assignment is completed, the EI Consultant develops appropriate documentation and/or training programs and presentation materials.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<p><b>\$135</b></p>

LABOR CATEGORY	LABOR CATEGORY DESCRIPTION	GSA CATALOG PRICE
<p><b>Senior EI Analyst</b></p>	<p>Minimum/General Experience: Three (3) or more years experience in designing and developing distributed application solutions. Essential understanding of design methodologies, client/server and peer-to-peer architectures, and application-interface communication. Skilled in extending existing systems to new user constituencies through creation of new points of access, employing desktop GUI technologies, multi-media, voice-response, message-oriented or component object model interfaces. Knowledgeable of desktop application design and development tool suites, network technologies and middleware solutions.</p> <p>Functional Responsibility: Performs system integration tasks of a complex nature, using both standard and non-standard analysis, design, and development methods, techniques and tools. Resolves major problems. Develops and applies analysis methods, complex theories, and research methods in the investigation of difficult problems. Plans, organizes, and conducts projects involving team members with cross-functional responsibilities and varying areas of subject-matter expertise. Conducts analysis on proposed changes and enhancements to existing systems, determining impact on existing application components and operating procedures. Provides technical support in the resolution of complex technical challenges in user-developed or purchased applications. Educates staff on how to resolve user problems, and fully documents scenarios, options and resulting solutions.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<p><b>\$156</b></p>

LABOR CATEGORY	LABOR CATEGORY DESCRIPTION	GSA CATALOG PRICE
<p><b>Advisory EI Analyst</b></p>	<p>Minimum/General Experience: Over five (5) years of work experience in technical management and/or project management disciplines, with at least five years in the management of computer-based system design and integration; and/or network design and integration. Advisory EI Consultants are knowledgeable in and experienced in cost, schedule, and control of projects. Demonstrated leadership skills of planning, organizing, leading, and controlling the activities of a project. Ability to access, interpret, and apply industry standards, specifications, and handbooks to the unique requirement of the task order. Individual possesses excellent oral and written communication skills.</p> <p>Functional Responsibility: Provides technical guidance over system design and project implementation, including life cycle support. Responsible for the development of planning documents, instructions, and standards that are needed for each project. Supervises, leads, and directs technical staff members and project activities. Manages project schedules, resources, and budgets. Performs site surveys. Prepares project plans, including schedules with major and minor milestones and bills of materials. Anticipates requirements for and requisitions manpower resources, materials, tools, and test equipment needed to complete projects.</p> <p>Minimum Education: 4-Year Degree in technical and/or management discipline, or equivalent.</p>	<p><b>\$183</b></p>
<p><b>Associate Systems Engineer</b></p>	<p>Minimum/General Experience: One (1) year of experience with detailed knowledge of systems software architecture, application techniques and methodologies. Also requires a working knowledge of Software AG products, specializing in one, an awareness of the DP industry and working knowledge of operating system utilities, PC utilities and job control language.</p> <p>Functional Responsibilities: Provide technical support to account executives, customers and potential customers. Answers inquiries, develops and gives demonstrations of Software AG products. Assists and trains customers and potential customers in understanding, implementation and successful use of Software AG products.</p> <p>Minimum Education: Two (2) years of college or equivalent.</p>	<p><b>\$114</b></p>

LABOR CATEGORY	LABOR CATEGORY DESCRIPTION	GSA CATALOG PRICE
<b>Systems Engineer</b>	<p>Minimum/General Experience: Two (2) years of experience with detailed knowledge of systems software architecture, application techniques and methodologies. Also requires a working knowledge of Software AG products, specializing in one, an awareness of the DP industry and working knowledge of operating system utilities, PC utilities and job control language.</p> <p>Functional Responsibilities: Provide technical support to account executives, customers and potential customers. Answers inquiries, develops and gives demonstrations of Software AG products. Assists and trains customers and potential customers in understanding, implementation and successful use of Software AG products.</p> <p>Minimum Education: Two (2) years of college or equivalent</p>	<b>\$130</b>
<b>Senior Systems Engineer</b>	<p>Minimum/General Experience: Four (4) years of experience with detailed knowledge of systems software architecture, application techniques and methodologies. Also requires a detailed knowledge of Software AG products, specializing in one, an awareness of the DP industry, and detailed knowledge of operating system utilities, PC utilities, job control language and commands.</p> <p>Functional Responsibilities: Provides comprehensive technical sales support to account executives, customers and potential customers. Answers inquiries, develops and gives demonstrations of Software AG products. Assists and trains customers and potential customers in understanding, implementation and successful use of Software AG products. Provides guidance and training to System Engineers.</p> <p>Minimum Education: Two (2) years of college or equivalent</p>	<b>\$151</b>

LABOR CATEGORY	LABOR CATEGORY DESCRIPTION	GSA CATALOG PRICE
<p><b>Advisory Systems Engineer</b></p>	<p>Minimum/General Experience: Six (6) or more years of experience with extensive systems software knowledge. Also requires a detailed knowledge of all Software AG products, an awareness of the DP industry, and competitor vendor awareness.</p> <p>Functional Responsibilities: Works for the area office to supplement pool of System Engineering skills. Train System Engineers, handles critical and sensitive client matters. Advises local and senior Software AG management on critical issues of customer satisfaction. Participates in critical sales situations requiring senior Software AG System Engineer representation.</p> <p>Minimum Education: A Bachelor's Degree in computer science or equivalent.</p>	<p><b>\$167</b></p>
<p><b>SE Senior Analyst</b></p>	<p>Minimum/General Experience: Seven (7) years of experience with structured systems software, particularly with analysis, design and coding. A detailed knowledge of all Software AG products, COBOL and at least one (1) other programming language. An awareness of the DP industry and a competitor vendor awareness.</p> <p>Functional Responsibilities: Expected to provide support to local and senior Software AG management and to the customer on all critical technical issues and other customer satisfaction issues. Provide guidance and train less experienced personnel.</p> <p>Minimum Education: A Bachelor's Degree in computer science or equivalent</p>	<p><b>\$177</b></p>
<p><b>SE Advisory Analyst</b></p>	<p>Minimum/General Experience: Ten (10) or more years of experience with structured systems software, particularly with analysis, design and coding. An in-depth knowledge of all Software AG products, COBOL and at least one (1) other programming language. An awareness of the DP industry and a competitor vendor awareness.</p> <p>Functional Responsibilities: Primary technical resource for Software AG applications. Expected to provide extensive support to local and senior Software AG management and to the customer in all critical technical issues and other customer satisfaction issues. Provide guidance and train less experienced personnel.</p> <p>Minimum Education: A Bachelor's Degree in computer science or equivalent</p>	<p><b>\$188</b></p>

LABOR CATEGORY	LABOR CATEGORY DESCRIPTION	GSA CATALOG PRICE
<b>SE Advisory Consultant</b>	<p>Minimum/General Experience: Twelve (12) or more years of experience with structured systems software, particularly with analysis, design and coding. An in-depth knowledge of all Software AG products, COBOL and at least one (1) other programming language. An awareness of the DP industry and a competitor vendor awareness.</p> <p>Functional Responsibilities: Primary technical resource for Software AG applications. Expected to provide extensive support to local and senior Software AG management and to the customer in all critical technical issues and other customer satisfaction issues. Provide guidance and train less-experienced personnel.</p> <p>Minimum Education: A Bachelor's Degree in computer science or equivalent</p>	<b>\$209</b>
<b>Instructional Developer</b>	<p>Minimum/General Experience: Two (2) years experience designing, developing curriculum and instructional materials for both technical staff and end users. Requires a working knowledge of Software AG programming languages.</p> <p>Functional Responsibility: Responsible for the design of training plans, development of curriculum and/or instructional materials for end user training. Supports coordination of training roll-out.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<b>\$114</b>
<b>Senior Instructional Developer</b>	<p>Minimum/General Experience: Four (4) years experience designing, developing curriculum and instructional materials for both technical staff and end users. Requires a working knowledge of Software AG programming languages.</p> <p>Functional Responsibility: Responsible for the design of training plans, development of curriculum and/or instructional materials for end user training. Supports coordination of training roll-out.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<b>\$141</b>

LABOR CATEGORY	LABOR CATEGORY DESCRIPTION	GSA CATALOG PRICE
<p><b>Advisory Instructional Developer</b></p>	<p>Minimum/General Experience: Six (6) years experience designing, developing curriculum and instructional materials for both technical staff and end users. Requires a working knowledge of Software AG programming languages.</p> <p>Functional Responsibility: Responsible for the design of training plans, development of curriculum and/or instructional materials for end user training. Supports coordination of training roll-out.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<p><b>\$156</b></p>
<p><b>Associate Documentation Specialist</b></p>	<p>Minimum/General Experience: Entry level position with less than one (1) experience in technical writing. Strong written skills. Ability to gear output to targeted audience (i.e., executive level, technical, functional end user). Knowledge of data processing and IT field.</p> <p>Functional Responsibility: Helps to develop quality users' guides, installation guides, error messages manuals, etc. Adheres to project and/or client standard for hardcopy and online documentation. Proficiency with word processing applications and graphics packages. Ability to generate interactive, user-friendly help subsystems online using Software AG products and/or other packages.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<p><b>\$83</b></p>
<p><b>Documentation Specialist</b></p>	<p>Minimum/General Experience: One (1) plus year of experience as a technical writer. Two (2) years supervising and directing the efforts of Associate Documentation Specialists and Documentation Specialists. Strong written skills. Ability to gear output to targeted audience (i.e., executive level, technical, functional end user). Knowledge of data processing and IT field.</p> <p>Functional Responsibility: Supports the project by overseeing development of quality users' guides, installation guides, error messages manuals, etc. Adheres to project and/or client standard for hardcopy and online documentation applications and graphics packages. Ability to generate interactive, user-friendly help subsystems online using Software AG products and/or other packages.</p> <p>Minimum Education: 4-Year Degree or equivalent.</p>	<p><b>\$93</b></p>

## USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

### PREAMBLE

Software AG USA, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

### COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **the Contractor**.

### Effective Date

This Software AG, Inc. Product and Technical Services Price Book is effective as of the date specified on the cover of the GSA Schedule and supersedes all previous versions.

### IBM System z9 Series of computers

IBM has introduced a series of computers which they have called their "System z9" series of computers. They are also referenced as the "IBM System z9 Enterprise Class" and the "IBM System z9 Business Class" series of computers, the names of which are trademarks or registered trademarks of IBM. The model number designations of these machines begin as "2094-" for the Enterprise Class models and "2096-" for the Business Class models.

IBM has chosen to report MSU ratings for these models which are seriously below their actual levels. This began with the "2084-" model numbers for which IBM posted two different ratings for each model—the actual machine rating and a rating that was approximately 10% less than actual. With the System z9 models, IBM has not posted the actual machine ratings, but ratings which are 19-20% less than actual. This is unfortunate in that the entire mainframe industry looks to the manufacturer of the hardware to provide consistent, accurate, and fair ratings.

Software AG will utilize the System z9 ratings published by IBM and not attempt to create our own machine ratings. However, we will now have pricing for "MSUs" (i.e., all machine models prior to the System z9 models which have their full capacity reported) and different pricing for "z9MSUs" (all 2094-, 2096- and any potential future model numbers which use the underreported published ratings). It is very important to note: **A z9MSU is not equal to an old-fashioned MSU; a z9MSU is far greater than an MSU.**

For example, the first case we saw was a customer moving from a 2064-1C9 to a 2094-704. On the surface, this looked like the customer was moving to a smaller box: 302 MSUs for the 2064-1C9 and only 298 "reported MSUs" for the 2094-704. However, if one counted MSUs the same way on both models of computers, the 2094-704 would have a published rating between 367-370 MSUs—clearly a significant upgrade, and definitely not a downgrade.

Customers may "upgrade" their MSUs to z9MSUs by paying the difference between the list prices of their product set licensed on z9MSUs less that product set as it was licensed on MSUs. **Products licensed by MSU may not be run on System z9 models—they must be upgraded to z9MSUs.**

### IBM Mainframe Operating Systems and Hardware Groups

Effective July 1, 2004 Software AG, Inc. no longer licenses IBM mainframe operating systems by Hardware Groups. We will license by MSU's only. If an existing customer is licensed by Hardware Groups and has some kind of licensing event (upgrade, new products, etc.), we will automatically prepare the paperwork to move them to MSU's as part of any transaction. As a reminder, we credit the customer for the maximum number of MSU's in the Hardware Group in which they are currently licensed towards any new MSU count. There is no charge for merely moving from the Hardware Group structure to MSU's. If the customer is increasing their number of MSU's at the same time, it is a two-step process:

1. Convert the Hardware Group licenses to MSU's at the maximum number of MSU's in the Hardware Group
2. Calculate any upgrade fees based on the post-upgrade number of MSU's minus the number of MSU's credited in the conversion from Hardware Groups.

Work with your business manager for the exact details. They all have years of experience in doing these transactions.

### Sunset of OS/390 by IBM

IBM scheduled September 30, 2004 as their "End of Support" date for their most recent version of the OS/390 operating system. They are moving to a z/OS-only situation. With respect to Software AG, in the overwhelming majority of cases where customers have already made the move from OS/390 to z/OS with our products, this has been a very transparent transition. It is also a no-charge transition if the customer was already on an MSU-based license or a Hardware Group-based license. If the customer is already licensed by MSU's, Software AG gives them credit for the same number of MSU's for each product under z/OS and a \$0 Product and Services Order form documents the change. If the customer is licensed by Hardware Group, then they are converted to MSU's and are given a license for that number of MSU's under z/OS, according to the process in the section above. Again, a \$0 Product and Services Order form documents the transition. **No site licenses or unlimited CPU-size licenses are allowed under z/OS.** These licenses must be rewritten into an MSU-based license. Your business manager and Business Practices will assist in these migration scenarios.

Some products in this Price Book are already listed as not available under OS/390, but rather z/OS only. **As the migration gets underway, Software AG will stop accepting contracts listing OS/390 as the licensed operating system.** As the exact implementation details are still being determined, check with your business manager early in discussions with your customer to make sure that any contemplated transaction will be valid.

### Legend

These symbols and terms are used in the Price Book and have the following meanings:

**AMA**

A light yellow shaded cell containing the Product Code means that the product has not yet been released, but should be soon. A tentative General Availability date might be given as an estimated time of release, but is not guaranteed to be the release date nor is it a commitment that the product will be released.

### Licensing Metrics

#### connections

This license is used for the ApplinX product. The ApplinX server opens a session to a host computer application, retrieves information on behalf of the requestor (i.e., user, device, and/or program) which ApplinX is supporting, and closes the host session when the requestor has completed. A "connection" is defined as one of these open host sessions.

#### GB/month

The license is based on the gigabytes of data processed each month. It is currently used for the XI Adapter for Natural and XI Adapter for EntireX, the Software AG products which work with the SAP Exchange Infrastructure (SAP XI), an essential part of the SAP NetWeaver platform. This follows the SAP pricing model (and is measured by SAP's built-in tool) and is the message volume per month passed through the XI Adapter in any 30 contiguous-day timeframe.

#### per processor

The license is based on the number of processors within a single server or CPU. For example a Sun Fire™ 6800 Server from Sun Microsystems can have up to 24 processors inside, depending on the model.

<i>per server</i>	The license is based on the number of servers licensed, without regard for how many processors the server may contain.
<i># users</i>	The license is based on how many users are licensed on the servers or workstations. There can be multiple servers or workstations and the users may be concurrent users or named users. Two discount schedules are applicable: Schedules A and B.
<i>per developer</i>	This license is for application development tools with the required number of developers as the key factor.
<i>per app-server</i>	This license is to be used only upon prior approval of Software AG, Inc. Business Practices. This licensing method is used when it is not possible to count or predict the number of server-users, such as in applications for web access.

***Entries under the valid operating system columns:***

✓	This product is Generally Available on this platform.
<b>M</b>	This product is no longer available for new licenses. It is in "Maintain" mode only.
<b>C</b>	This product is under Controlled Release and may only be ordered upon approval of Product Marketing.
<b>T</b>	This product is available as a Test copy only and may only be ordered upon approval of Product Marketing.



Packages for  
**Enterprise Transaction Systems**  
 and **XML Business Integration**

Product Code	Product Name	* License Fee	* Annual Technical Svc. Fee	Licensing Metric	Mixed Platforms	z9 z/OS	z/OS	z9 VSE/ESA	VSE/ESA	z9 z/VM	z/VM	AIX Unix	HP-UX	Solaris (Ultra Sparc)	OpenVMS (Alpha)	Linux (Intel)	Linux (Red Hat IA-32)	Windows Server	Windows Desktop	Win 2000 Professional	Win 2000 Server	Win 2000 Advanced Server	Win XP Professional	Win Server 2003 Standard	Win Server 2003 Enterprise	SuSE Linux (IBM S/390)	Linux (Red Hat IBM S/390)
					z9 z/OS	z/OS	z9 VSE/ESA	VSE/ESA	z9 z/VM	z/VM	AIX Unix	HP-UX	Solaris (Ultra Sparc)	OpenVMS (Alpha)	Linux (Intel)	Linux (Red Hat IA-32)	Windows Server	Windows Desktop	Win 2000 Professional	Win 2000 Server	Win 2000 Advanced Server	Win XP Professional	Win Server 2003 Standard	Win Server 2003 Enterprise	SuSE Linux (IBM S/390)	Linux (Red Hat IBM S/390)	
ELW	XLI Legacy Integrator for XI Specify Natural or 3GL Option	\$190,000	\$38,000	100GB/ month	✓																						
ELW	XLI Legacy Integrator for XI Specify Natural or 3GL Option	\$285,000	\$57,000	500GB/ month	✓																						
ELW	XLI Legacy Integrator for XI Specify Natural or 3GL Option	\$380,000	\$76,000	1500GB/ month	✓																						
ELW	XLI Legacy Integrator for XI Specify Natural or 3GL Option	\$570,000	\$114,000	> 3000GB/ month	✓																						
ELX	XLI Legacy Extender for XML (Mainframe)	\$50,000	\$10,000	per copy	✓																						
ELX	XLI Legacy Extender for XML (non-Mainframe)	\$35,000	\$7,000	per copy	✓																						
EWJ	XLI Wrapper for J2EE	\$25,000	\$5,000	per copy								✓	✓	✓	✓	✓				✓	✓	✓	✓			✓	
EWN	XLI Wrapper for .NET	\$25,000	\$5,000	per copy																✓	✓	✓	✓				
EWX	XLI Wrapper for XML	\$25,000	\$5,000	per copy								✓	✓	✓	✓	✓				✓	✓	✓	✓	✓	✓	✓	
INM	crossvision CentraSite	\$50,000	\$10,000	per processor										✓	✓	✓	✓	✓									
KPE	Natural Productivity Package Enterprise Edition Contact your Business Manager for quantity discounts	\$25,000	\$5,000	per developer Base price includes 5 named developers	✓																						
KPS	Natural Productivity Package Standard Edition Contact your Business Manager for quantity discounts	\$10,000	\$2,000	per developer Base price includes 5 named developers	✓																						
VIP	iServices Package	\$120,000	\$24,000	per processor									✓	✓													
VIP	iServices Package	\$59,000	\$11,800	per processor											✓					✓	✓	✓	✓	✓	✓	✓	
XCI	crossvision Application Composer	\$50,000	\$10,000	per processor														✓			✓	✓	✓	✓	✓	✓	
XEI	crossvision Information Integrator volume discounts do not apply to Technical Services Fees	\$60,000	\$12,000	per processor										✓				✓		✓	✓	✓	✓	✓	✓	✓	
XRD	crossvision Developer Subscription annually-renewable subscription	\$1,666	\$333	per developer														✓									
XSI	crossvision Service Orchestrator	\$25,000	\$5,000	per processor									✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	
XSU	crossvision Suite: BPM entry edition-- at least one copy of BPU is mandatory Apply 0% Discount to License and Tech Svc fees.	\$180,000	\$36,000	Deployment Units includes 4 DU's														✓									
XSU	crossvision Suite: BPM extension Apply 0% Discount to License and Tech Svc fees.	\$90,000	\$18,000	Deployment Units includes 2 DU's														✓									
XSU	crossvision Suite: SOA entry edition	\$180,000	\$36,000	Deployment Units includes 4 DU's														✓	✓								
XSU	crossvision Suite: SOA extension	\$90,000	\$18,000	Deployment Units includes 2 DU's														✓	✓								

\* Apply 15.3% Discount to License and Tech Svc fees above unless otherwise noted under Product Name.



Product Code	Product Name	* Annual License Technical Licensing			Mixed Platforms																					
		Fee	Svc. Fee	Metric	z9 z/OS	z/OS	z9 VSE/ESA	VSE/ESA	z9 z/VM	z/VM	AIX Unix	HP-UX	Solaris (Ultra Sparc)	OpenVMS (Alpha)	Linux (Intel)	Linux (Red Hat IA-32)	Windows Server	Windows Desktop	Win 2000 Professional	Win 2000 Server	Win 2000 Advanced Server	Win XP Professional	Win Server 2003 Standard	Win Server 2003 Enterprise	SuSE Linux (IBM S/390)	Linux (Red Hat IBM S/390)
INS	Tamino Server Developer Edition	\$2,500		per developer 1 year renewable lease; maintenance included							✓	✓	✓	✓	✓			✓	✓	✓	✓	✓	✓	✓		
INS	Tamino Server Enterprise Edition	\$25,000	\$5,000	per processor							✓	✓	✓		✓			✓	✓	✓	✓	✓	✓	✓		
INS	Tamino Server Enterprise Edition	200	200	points																						✓
INS	Tamino Server Standard Edition	\$10,000	\$2,000	per processor							✓	✓	✓		✓			✓	✓	✓	✓	✓	✓	✓		
TXA	Tamino X-Node for Adabas	\$4,500	\$900	per processor							✓	✓	✓					✓	✓	✓	✓	✓	✓	✓	✓	✓
TXC	Tamino X-Node for Oracle	\$4,500	\$900	per processor							✓		✓					✓	✓	✓	✓	✓	✓	✓		
TXD	Tamino X-Node for DB2	\$4,500	\$900	per processor							✓		✓					✓	✓	✓	✓	✓	✓	✓		
TXI	Tamino X-Node for Informix	\$4,500	\$900	per processor							✓		✓					✓	✓	✓	✓	✓	✓	✓		
TXM	Tamino X-Node for MS Access	\$4,500	\$900	per processor														✓	✓	✓	✓	✓	✓	✓		
TXQ	Tamino X-Node for MS SQL Server	\$4,500	\$900	per processor														✓	✓	✓	✓	✓	✓	✓		
TXS	Tamino X-Node for Sybase	\$4,500	\$900	per processor							✓		✓					✓	✓	✓	✓	✓	✓	✓		

\* Apply 15.3% Discount to License and Tech Svc fees above unless otherwise noted under Product Name.



Product Code	Product Name	* License Fee	* Annual Technical Svc. Fee	Licensing Metric	Mixed Platforms	z/OS	z/OS	z/OS	z/OS	z/OS	AIX Unix	HP-UX	Solaris (Ultra Sparc)	OpenVMS (Alpha)	Linux (Intel)	Linux (Red Hat IA-32)	Windows Server	Windows Desktop	Win 2000 Professional	Win 2000 Server	Win 2000 Advanced Server	Win XP Professional	Win Server 2003 Standard	Win Server 2003 Enterprise	SuSE Linux (IBM S/390)	Linux (Red Hat IBM S/390)
					z/OS	VSE/ESA	VSE/ESA	z/VM																		
EXX	EntireX	600	600	points	✓	✓																				
EXX	EntireX	380	380	points				✓	✓																	✓
EXX	EntireX	\$55,125	\$11,025	per server							✓	✓	✓	✓	✓											
EXX	EntireX	\$30,400	\$6,080	per server																						
EXX	EntireX no additional licenses - must convert to server-based license	\$980	\$200	users-Sched. B							M	M	M	M	M				M	M	M					
EBS	EntireX Developers Kit (Also known as EXXDE)			in EXX				✓	✓		✓	✓	✓	✓	✓				✓	✓	✓	✓	✓	✓	✓	✓
FAD	EntireX XML Gateway for Adabas	\$25,000	\$5,000	per copy									✓			✓			✓	✓	✓	✓	✓	✓		
FOD	EntireX XML Gateway for Oracle DB	\$25,000	\$5,000	per copy									✓			✓			✓	✓	✓	✓	✓	✓		
FRD	EntireX XML Gateway for RDBMS	\$25,000	\$5,000	per copy							✓	✓							✓	✓	✓	✓	✓	✓		
IPE	ItemField ContentMaster Parser Engine	\$20,000	\$4,000	per processor							✓	✓							✓	✓	✓	✓	✓	✓		
IPS	ItemField ContentMaster Parser Studio	\$2,500	\$500	per copy															✓	✓	✓	✓	✓			
SRG	SAP R/3 Gateway	\$15,000	\$3,000	per processor							✓	✓	✓						✓	✓	✓	✓	✓	✓		
UUB	EntireX XML Adapter for PeopleSoft	\$60,000	\$12,000	per copy							✓	✓							✓	✓	✓	✓	✓			
UUC	EntireX XML Adapter for RDBMS This generic adapter covers read/write to any RDBMS that has a JDBC driver.	\$25,000	\$5,000	per copy							✓	✓							✓	✓	✓	✓				
UUD	EntireX XML Adapter for SAP R/3 (includes SAP R/3, MySAP.com, and SAP Portals)	\$60,000	\$12,000	per copy							✓	✓							✓	✓	✓	✓				
UUE	EntireX XML Adapter for Siebel	\$60,000	\$12,000	per copy							✓	✓							✓	✓	✓	✓				
UUF	EntireX XML Adapter for IMS/DB	\$80,000	\$16,000	per copy	✓	✓													✓	✓	✓	✓				
UUJ	EntireX XML Adapter for J.D. Edwards OneWorld	\$60,000	\$12,000	per copy							✓	✓							✓	✓	✓	✓				
UUK	EntireX XML Adapter for Oracle Applications	\$60,000	\$12,000	per copy							✓	✓							✓	✓	✓	✓				
UUL	EntireX XML Adapter for ebXML	\$25,000	\$5,000	per copy							✓	✓							✓	✓	✓	✓				
UUM	EntireX XML Adapter for MQSeries	\$25,000	\$5,000	per copy	✓	✓					✓	✓							✓	✓	✓	✓				
UUN	EntireX XML Adapter for Baan	\$60,000	\$12,000	per copy							✓	✓							✓	✓	✓	✓				
UUP	EntireX XML Adapters Transformation Engine Includes XML Transformation Engine, Business Services Engine, XTE Transformation Workbench, TCP/IP and HTTP Listeners. NOT REQUIRED WITH ANY ADAPTER.	\$20,000	\$4,000	per processor							C	C							C	C	C	C				
UUQ	EntireX XML Adapter for ANSI X12	\$25,000	\$5,000	per copy							✓	✓							✓	✓	✓	✓				
UUR	EntireX XML Adapter for EDIFACT	\$25,000	\$5,000	per copy							✓	✓							✓	✓	✓	✓				
UUT	EntireX XML Adapter for 3270/5250 Emulation	\$25,000	\$5,000	per copy															✓	✓	✓	✓				
UUU	EntireX XML Adapter for FIX/FIXML	\$25,000	\$5,000	per copy							✓	✓							✓	✓	✓	✓				
UUV	EntireX XML Adapter for Vantive	\$60,000	\$12,000	per copy							✓	✓							✓	✓	✓	✓				
Uuw	EntireX XML Adapter for SWIFT/SWIFTML	\$25,000	\$5,000	per copy							✓	✓							✓	✓	✓	✓				
UUX	EntireX XML Adapter for eBusiness Includes the following standards and proprietary formats: cXML, XCML, OAG BOD, and JDBC	\$10,000	\$2,000	per copy							✓	✓							✓	✓	✓	✓				
UUY	EntireX XML Adapter for HIPAA (X12)	\$25,000	\$5,000	per copy							✓	✓							✓	✓	✓	✓				
UUZ	EntireX XML Adapter for HL7	\$25,000	\$5,000	per copy							✓	✓							✓	✓	✓	✓				



Product Code	Product Name	* License Fee	* Annual		Mixed Platforms	z9 z/OS	z/OS	z9 VSE/ESA	VSE/ESA	z9 z/VM	z/VM	AIX Unix	HP-UX	Solaris (Ultra Sparc)	OpenVMS (Alpha)	Linux (Intel)	Linux (Red Hat IA-32)	Windows Server	Windows Desktop	Win 2000 Professional	Win 2000 Server	Win 2000 Advanced Server	Win XP Professional	Win Server 2003 Standard	Win Server 2003 Enterprise	SuSE Linux (IBM S/390)	Linux (Red Hat IBM S/390)
			Technical Fee	Licensing Metric																							
UVP	EntireX XML Adapter for Supra	\$80,000	\$16,000	per copy	✓	✓																					
UVT	EntireX XML Adapters Transformation Workbench Optional add-on component per adapter.	\$10,000	\$2,000	per adapter	✓	✓						✓	✓							✓	✓	✓	✓				
XIA	XI Adapter for Natural	\$130,000	\$26,000	100GB/ month								✓	✓	✓							✓	✓		✓	✓		
XIA	XI Adapter for Natural	\$65,000	\$13,000	10GB/ month								✓	✓	✓							✓	✓		✓	✓		
XIA	XI Adapter for Natural	\$195,000	\$39,000	500GB/ month								✓	✓	✓							✓	✓		✓	✓		
XIA	XI Adapter for Natural	\$260,000	\$52,000	1500GB/ month								✓	✓	✓							✓	✓		✓	✓		
XIA	XI Adapter for Natural	\$325,000	\$65,000	3000GB/month								✓	✓	✓							✓	✓		✓	✓		
XIA	XI Adapter for Natural	\$390,000	\$78,000	> 3000GB/ month								✓	✓	✓							✓	✓		✓	✓		
XIE	XI Adapter for EntireX	\$130,000	\$26,000	100GB/ month								✓	✓	✓							✓	✓		✓	✓		
XIE	XI Adapter for EntireX	\$65,000	\$13,000	10GB/ month								✓	✓	✓							✓	✓		✓	✓		
XIE	XI Adapter for EntireX	\$195,000	\$39,000	500GB/ month								✓	✓	✓							✓	✓		✓	✓		
XIE	XI Adapter for EntireX	\$260,000	\$52,000	1500GB/ month								✓	✓	✓							✓	✓		✓	✓		
XIE	XI Adapter for EntireX	\$325,000	\$65,000	3000GB/month								✓	✓	✓							✓	✓		✓	✓		
XIE	XI Adapter for EntireX	\$390,000	\$78,000	> 3000GB/ month								✓	✓	✓							✓	✓		✓	✓		

\* Apply 15.3% Discount to License and Tech Svc fees above unless otherwise noted under Product Name.



Product Code	Product Name	* License Fee	* Annual		Mixed Platforms	z9 z/OS	z/OS	z9 VSE/ESA	VSE/ESA	z9 z/VM	z/VM	AIX Unix	HP-UX	Solaris (Ultra Sparc)	OpenVMS (Alpha)	Linux (Intel)	Linux (Red Hat IA-32)	Windows Server	Windows Desktop	Win 2000 Professional	Win 2000 Server	Win 2000 Advanced Server	Win XP Professional	Win Server 2003 Standard	Win Server 2003 Enterprise	SuSE Linux (IBM S/390)	Linux (Red Hat IBM S/390)	
			Technical Fee	Licensing Metric																								
XBD	EntireX XML Mediator	\$35,000	\$7,000	per processor								✓	✓	✓	✓	✓				✓	✓	✓	✓	✓	✓	✓		
XBD	EntireX XML Mediator	390	390	points																						✓	C	
FXM	EntireX XML Mediator Gateway	\$0	\$0	per copy No charge, but EntireX XML Mediator (XBD) must be licensed.								✓	✓	✓	✓	✓					✓	✓	✓	✓	✓	✓		

\* Apply 15.3% Discount to License and Tech Svc fees above unless otherwise noted under Product Name.

# ADABAS

Product Code	Product Name	* Annual License Technical Licensing			Metric	Mixed Platforms	z9 z/OS	z/OS	z9 VSE/ESA	VSE/ESA	z9 z/VM	z/VM	AIX Unix	HP-UX	Solaris (Ultra Sparc)	OpenVMS (Alpha)	Linux (Intel)	Linux (Red Hat IA-32)	Windows Server	Windows Desktop	Win 2000 Professional	Win 2000 Server	Win 2000 Advanced Server	Win XP Professional	Win Server 2003 Standard	Win Server 2003 Enterprise	SuSE Linux (IBM S/390)	Linux (Red Hat IBM S/390)
		Fee	Svc. Fee																									
ADA	Adabas	1,000	1,000	points		✓	✓	✓	✓	✓	✓																✓	
ADA	Adabas	\$1,150	\$230	users-Sched. B										✓	✓	✓	✓				✓	✓	✓	✓	✓			
ADA	Adabas	\$30,300	\$6,060	per-app server										✓	✓	✓	✓				✓	✓	✓	✓	✓			
ADA	Adabas	\$1,150	\$230	users-Sched. B																								
ADA	Adabas	1,100	1,100	points												✓												
ADA	Adabas Runtime (formerly AUR)	\$700	\$140	users-Sched. B										M	M	M												
AAF	Adabas SAF Security	150	150	points		✓	✓																					
ACE	Adabas SQL Gateway	160	160	points				✓	✓																			
ACE	Adabas SQL Gateway	\$10,000	\$2,000	per processor Development/Test machines may receive a 25% discount only.										✓	✓	✓	✓				✓	✓	✓	✓	✓	✓		
ACE	Adabas SQL Gateway	140	140	points																							✓	
ACE	Adabas SQL Gateway Not all uses of ESQ are fully covered yet.	125	125	points		✓	✓																				✓	
ADE	Adabas Delta Save Facility	100	100	points		✓	✓																					
ADE	Adabas Delta Save Facility	128	128	points				✓	✓																			
ADE	Adabas Delta Save Facility	112	112	points																								
ADL	Adabas Bridge for DL/I Must be license with a professional services engagement	207	207	points		C	C																					
AFP	Adabas Fastpath	276	276	points		✓	✓																					
AFP	Adabas Fastpath	266	266	points				✓	✓																			
AFP	Adabas Fastpath	309	309	points							✓	✓																
AII	Adabas IMS/TM Interface	63	63	points		✓	✓																					
ALS	Adabas Cluster Services	250	250	points		✓	✓																					
AMZ	Adabas Manager Package	98	98	points		✓	✓																					
AMZ	Adabas Manager Package	125	125	points				✓	✓	✓	✓																	
AOS	Adabas Online System	93	93	points		✓	✓																					
AOS	Adabas Online System	119	119	points				✓	✓																			
AOS	Adabas Online System	104	104	points							✓	✓																
ARK	Event Replicator for Adabas	267	267	points		✓	✓																					
ASF	Adabas Statistics Facility	69	69	points		✓	✓																					
ASF	Adabas Statistics Facility	88	88	points				✓	✓																			
ASF	Adabas Statistics Facility	77	77	points							✓	✓																
ASG	Adabas SOA Gateway	125	125	points		✓	✓	✓	✓	✓	✓																	
ASG	Adabas SOA Gateway	\$10,000	\$2,000	per processor												✓	✓										✓	
ASM	Adabas Parallel Services			No charge option for Adabas Customers		✓	✓	✓	✓																			
ATM	Adabas Transaction Manager	100	100	points		✓	✓																					
AVA	Jadabas	\$1,500	\$300	per developer																	✓							
AVA	Jadabas	90	90	points																							✓	
AVB	Adabas Bridge for VSAM	144	144	points		✓	✓																					
AVB	Adabas Bridge for VSAM	184	184	points				✓	✓																			
AVI	Adabas Vista	240	240	points		✓	✓																					
AVI	Adabas Vista	155	155	points				✓	✓																			
AVI	Adabas Vista	155	155	points							✓	✓																

# ADABAS

Product Code	Product Name	* Annual License Technical Licensing			Metric	Mixed Platforms	z9 z/OS	z/OS	z9 VSE/ESA	VSE/ESA	z9 z/VM	z/VM	AIX Unix	HP-UX	Solaris (Ultra Sparc)	OpenVMS (Alpha)	Linux (Intel)	Linux (Red Hat IA-32)	Windows Server	Windows Desktop	Win 2000 Professional	Win 2000 Server	Win 2000 Advanced Server	Win XP Professional	Win Server 2003 Standard	Win Server 2003 Enterprise	SuSE Linux (IBM S/390)	Linux (Red Hat IBM S/390)
		Fee	Svc. Fee																									
CCS	Com-plete Security	82	82	points																								
CCS	Com-plete Security	95	95	points																								
CDB	CONNX Adapter for DB2	130	130	points																								
CDB	CONNX Adapter for DB2	\$6,000	\$1,200	per processor/database combination																								
CIB	CONNX for Sybase	\$6,000	\$1,200	per processor/database combination																								
CIR	CONNX Infonaut SQL Report Writer	\$200	\$40	per copy																								
CIX	CONNX SQL Adapter for Informix	\$6,000	\$1,200	per processor/database combination																								
CMS	CONNX Adapter for MS SQL Server	\$6,000	\$1,200	per processor/database combination																								
CMT	Con-nect Teleservices	86	86	points				M	M																			
CMT	Con-nect Teleservices	75	75	points						M	M																	
CNT	Con-nect	177	177	points		M	M																					
CNT	Con-nect	225	225	points				M	M																			
CNT	Con-nect	196	196	points						M	M																	
CNX	CONNX for Oracle	\$6,000	\$1,200	per processor/database combination																								
COM	Com-plete	400	400	points																								
COM	Com-plete	436	436	points																								
COM	Com-plete (Limited use license for Adabas TPF functionality only)	200	200	points																								
COM	Com-plete (Limited use license for Adabas TPF functionality only)	218	218	points																								
CSL	Con-nect SNADS	53	53	points		M	M																					
CSL	Con-nect SNADS	86	86	points				M	M																			
ESQ	Adabas SQL Server	187	187	points																								
ESQ	Adabas SQL Server	239	239	points																								
ESQ	Adabas SQL Server	\$240	\$50	users-Sched. B																								
ESQ	Adabas SQL Server	420	420	points																								
ESQ	Adabas SQL Server	\$440	\$90	users-Sched. B																								
RDC	Entire Review Data Communication Component	44	44	points																								
RDC	Entire Review Data Communication Component	56	56	points																								
REV	Adabas Review	76	76	points																								
REV	Adabas Review	96	96	points																								
REV	Adabas Review	84	84	points																								
SQL	Adabas Native SQL	93	93	points																								
SQL	Adabas Native SQL	119	119	points																								
SQL	Adabas Native SQL	104	104	points																								
SQL	Adabas Native SQL	240	240	points																								
TRS	Adabas Text Retrieval	239	239	points																								
TRS	Adabas Text Retrieval	301	301	points																								
TRS	Adabas Text Retrieval	263	263	points																								
TRS	Adabas Text Retrieval	\$365	\$75	users-Sched. B																								
WCC	Entire Net-work CTC Option	67	67	points																								



# NATURAL

Product Code	Product Name	* Annual			Metric	Mixed Platforms	z9 z/OS	z/OS	z9 VSE/ESA	VSE/ESA	z9 z/VM	z/VM	AIX Unix	HP-UX	Solaris (Ultra Sparc)	OpenVMS (Alpha)	Linux (Intel)	Linux (Red Hat IA-32)	Windows Server	Windows Desktop	Win 2000 Professional	Win 2000 Server	Win 2000 Advanced Server	Win XP Professional	Win Server 2003 Standard	Win Server 2003 Enterprise	SuSE Linux (IBM S/390)	Linux (Red Hat IBM S/390)
		License Fee	Technical Svc. Fee	Licensing																								
NAT	Natural	435	435	points																								
NAT	Natural	551	551	points																								
NAT	Natural	482	482	points																								
NAT	Natural	\$990	\$198	users-Sched. B																								
NAT	Natural	935	935	points																								
NAT	Natural	\$3,000	\$600	users-Sched. B																								
NAT	Natural Processor only	197	197	points																								
NAT	Natural Processor only	262	262	points																								
NAT	Natural Processor only	229	229	points																								
CST	Natural Construct	258	258	points																								
CST	Natural Construct	328	328	points																								
CST	Natural Construct	287	287	points																								
CST	Natural Construct	\$450	\$90	users-Sched. B																								
CST	Natural Construct	565	565	points																								
CST	Natural Construct	\$595	\$119	users-Sched. B																								
CST	Natural Construct	226	226	points																								
ETV	Entire Screen Builder Terminal Viewer	\$200	\$40	users-Sched. A																								
EWV	Entire Screen Builder GUI Version	\$250	\$60	users-Sched. A																								
ISP	Natural ISPF	88	88	points																								
ISP	Natural ISPF	98	98	points																								
ISP	Natural ISPF	85	85	points																								
NAC	Natural for Adabas	184	184	points																								
NAC	Natural for Adabas	253	253	points																								
NAC	Natural for Adabas	221	221	points																								
NAF	Natural Advanced Facilities	22	22	points																								
NAF	Natural Advanced Facilities	37	37	points																								
NBS	Natural Business Services	244	244	points																								
NBS	Natural Business Services	\$2,000	\$400	users-Sched. B																								
NDB	Natural for DB2	375	375	points																								
NDC	Natural for DB2 Standalone	600	600	points																								
NDL	Natural for DL/1	217	217	points																								
NDL	Natural for DL/1	293	293	points																								
NDM	Natural Document Management	398	398	points																								
NDM	Natural Document Management	501	501	points																								
NDM	Natural Document Management	438	438	points																								
NDV	Natural Development Server Plug-In	\$500	\$100	users-Sched. A																								
NDV	Natural Development Server Plug-In includes 8 Named Client users for Natural (NAT) on any available Windows operating system	67	67	points																								
NDV	Natural Development Server Plug-In includes 8 Named Client users for Natural (NAT) on any available Windows operating system	79	79	points																								
NEB	Natural Elite Basic	44	44	points																								
NEB	Natural Elite Basic	38	38	points																								
NEE	Natural Engineer	100	100	points																								



# NATURAL

Product Code	Product Name	* Annual			Mixed Platforms																					
		License Fee	Technical Svc. Fee	Licensing Metric	z9 z/OS	z/OS	z9 VSE/ESA	VSE/ESA	z9 z/VM	z/VM	AIX Unix	HP-UX	Solaris (Ultra Sparc)	OpenVMS (Alpha)	Linux (Intel)	Linux (Red Hat IA-32)	Windows Server	Windows Desktop	Win 2000 Professional	Win 2000 Server	Win 2000 Advanced Server	Win XP Professional	Win Server 2003 Standard	Win Server 2003 Enterprise	SuSE Linux (IBM S/390)	Linux (Red Hat IBM S/390)
PRD	Predict	312	312	points			✓	✓																		
PRD	Predict	273	273	points			✓	✓	✓																	✓
PRD	Predict	\$460	\$92	users-Sched. B							✓	✓	✓	✓	✓					✓	✓	✓	✓	✓	✓	
PRD	Predict	440	440	points									✓													
RNM	Review Natural Monitor	24	24	points	✓	✓																				
RNM	Review Natural Monitor	27	27	points			✓	✓																		
RUN	Natural Runtime	\$265	\$53	users-Sched. B							✓	✓	✓	✓	✓											
RUN	Natural Runtime	\$17,300	\$3,460	per-app server							✓	✓	✓	✓	✓					✓	✓	✓	✓	✓	✓	
RUN	Natural Runtime	325	325	points									✓													
RUN	Natural Runtime	\$390	\$78	users-Sched. B																✓	✓	✓	✓	✓	✓	
RUN	Natural Runtime	240	240	points																						✓
SPE	Construct Spectrum	210	210	points	✓	✓																				
SPE	Construct Spectrum	290	290	points			✓	✓																		

\* Apply 15.3% Discount to License and Tech Svc fees above unless otherwise noted under Product Name.

### Pricing Tables

#### Mainframes

**Applicability:**

All mainframe products licensed by MSUs with a Licensing Metric of *points*

MSU License Fee Calculation							
		z/OS	VSE/ESA	LNX/390 LNX/MRH z/VM	z9 for z/OS	z9 for VSE	z9 for VM
Line 1:	#MSUs 1 - 3 for (Level Level A)						
Line 2:	Rate for Level A	9	8.33	38.9	11.11	9.28	40.007
Line 3:	Multiply line 1 by line 2						
Line 4:	#MSUs 4 - 16 for (Level Level B)						
Line 5:	Rate for Level B	9	4.06	4.72	11.11	4.995	5.746
Line 6:	Multiply line 4 by line 5						
Line 7:	#MSUs 17 - 37 for (Level Level C)						
Line 8:	Rate for Level C	9	4	4.44	10.28	4.913	5.37
Line 9:	Multiply line 7 by line 8						
Line 10:	#MSUs 38 - 55 for (Level Level D)						
Line 11:	Rate for Level D	7	3.94	4.17	7.42	2.915	3.55
Line 12:	Multiply line 10 by line 11						
Line 13:	#MSUs 56 - 80 for (Level Level E)						
Line 14:	Rate for Level E	5.3	1.22	1.94	6.4	1.506	4.482
Line 15:	Multiply line 13 by line 14						
Line 16:	#MSUs 81 - 175 for (Level Level F)						
Line 17:	Rate for Level F	5.1	1.22	4.72	6.05	1.506	4.604
Line 18:	Multiply line 16 by line 17						
Line 19:	#MSUs 176 - 315 for (Level Level G)						
Line 20:	Rate for Level G	4.54	1.22	1.89	5.605	1.506	2.128
Line 21:	Multiply line 19 by line 20						
Line 22:	#MSUs >315 for (Level Level H)						
Line 23:	Rate for Level H	4.54	1.22	1.5	5.605	1.506	1.706
Line 24:	Multiply line 22 by line 23						
Line 25:	Rate for Base	180	125	63.9	180	125	63.9
Line 26:	Add lines 3,6,9,12,15,18,21,24, and 25						
Line 27:	Total points of all products						
Line 28:	Multiply line 26 by line 27						
<i>Line 28 is the Total MSU License Fee Price for the Products</i>							

**Applicability:**

 All mainframe products licensed by MSUs with a Licensing Metric of *points*.

MSU Technical Services Fee Calculation							
		z/OS	VSE/ESA	LNX/390 LNX/MRH z/VM	z9 for z/OS	z9 for VSE	z9 for VM
Line 1:	#MSUs 1 - 3 for (Level Level A)						
Line 2:	Rate for Level A	1.25	2.33	7	1.531	2.574	7.199
Line 3:	Multiply line 1 by line 2						
Line 4:	#MSUs 4 - 16 for (Level Level B)						
Line 5:	Rate for Level B	1.2	1.04	0.86	1.715	1.212	1.035
Line 6:	Multiply line 4 by line 5						
Line 7:	#MSUs 17 - 37 for (Level Level C)						
Line 8:	Rate for Level C	2.01	0.79	0.8	2.068	0.897	0.967
Line 9:	Multiply line 7 by line 8						
Line 10:	#MSUs 38 - 55 for (Level Level D)						
Line 11:	Rate for Level D	1.01	0.6	0.75	0.702	0.397	0.639
Line 12:	Multiply line 10 by line 11						
Line 13:	#MSUs 56 - 80 for (Level Level E)						
Line 14:	Rate for Level E	0.25	0.12	0.35	0.812	0.215	0.807
Line 15:	Multiply line 13 by line 14						
Line 16:	#MSUs 81 - 175 for (Level Level F)						
Line 17:	Rate for Level F	0.92	0.21	0.85	1.075	0.263	0.829
Line 18:	Multiply line 16 by line 17						
Line 19:	#MSUs 176 - 315 for (Level Level G)						
Line 20:	Rate for Level G	0.78	0.22	0.34	0.963	0.272	0.383
Line 21:	Multiply line 19 by line 20						
Line 22:	#MSUs >315 for (Level Level H)						
Line 23:	Rate for Level H	0.78	0.22	0.27	0.963	0.272	0.307
Line 24:	Multiply line 22 by line 23						
Line 25:	Rate for Base	47.25	20	11.5	47.25	20	11.5
Line 26:	Add lines 3,6,9,12,15,18,21,24, and 25						
Line 27:	Total point of all products						
Line 28:	Multiply line 26 by line 27						
<i>Line 28 is the Total MSU Technical Services Fee Price for the Products</i>							

**OpenVMS**

**Applicability:**

All OpenVMS products with a Licensing Metric of *points*. Note: OpenVMS is available for Alpha-based servers only. OpenVMS for VAX servers has been retired.

Hardware Group Multipliers for License Fees			Hardware Group Multipliers for Technical Service Fees		
Hardware Groups	License Rating Units	Multiplier	Hardware Groups	License Rating Units	Multiplier
B	10	1.9	B	10	0.4
C	20	4.8	C	20	1.0
D	50	12.2	D	50	2.4
E	100	18.8	E	100	4.0
F	200	28.7	F	200	5.9
G,T Workgroup	300	43.2	G,T Workgroup	300	7.2
H,U Departmental	400	50.8	H,U Departmental	400	8.2
J	600	64.2	J	600	8.6
K	900	77.3	K	900	11.9
L	1200	91.8	L	1200	13.8
M	1800	105.0	M	1800	15.2
N	2400	113.9	N	2400	16.2
S	4800	121.6	S	4800	19.2
V Enterprise	6000	130.4	V Enterprise	6000	20.5
Each additional group of units in a cluster	1200	8.8	Each additional group of units in a cluster	1200	1.3

License Fee = Hardware Group Multiplier x Product Points      Technical Service Fees = Hardware Group Multiplier x Product Points

**# Users Schedule A Volume Discounts**

**Applicability:**

All Unix-variant, OpenVMS, and Windows NT/200/XP-variant products with a Licensing Metric of *user-Sched. A*.

**# Users Schedule B Volume Discounts**

**Applicability:**

All Unix-variant, OpenVMS, and Windows NT/200/XP-variant products with a Licensing Metric of *user-Sched. B*.

Schedule A		
Volume Discount Factors for License Fees and Technical Service Fees		
#Users	Named	Concurrent
1 - 1	1.00	1.50
2 - 8	1.00	1.50
9 - 16	0.90	1.38
17 - 32	0.85	1.28
33 - 64	0.80	1.20
65 - 128	0.75	1.13
129 - 256	0.70	1.05
257 - 512	0.65	0.98
513 - 1024	0.60	0.90
Each additional user >= 1025	0.60	0.90

Schedule B		
Volume Discount Factors for License Fees and Technical Service Fees		
#Users	Named	Concurrent
1 - 1	1.00	1.50
2 - 8	0.80	1.20
9 - 16	0.75	1.13
17 - 32	0.50	0.75
33 - 64	0.35	0.53
65 - 128	0.25	0.38
129 - 256	0.15	0.23
257 - 512	0.09	0.14
513 - 1024	0.08	0.12
Each additional user >= 1025	0.08	0.12

Fee = Single User Price x #users x Volume Discount Factor

**per developer - KPS Volume Discounts**

**Applicability:**

All products with a Licensing Metric of *per developer - KPS*.

per developer - KPS Volume Discounts			
If the minimum # is:		Unit Price for License	Unit Price for Technical Service
<i>At least--</i>	<i>But not over--</i>		
1	1	4000	800
2	10	1500	300
11	25	500	100
26	----	400	80

**per developer - KPE Volume Discounts**

**Applicability:**

All products with a Licensing Metric of *per developer - KPE*.

per developer - KPE Volume Discounts			
If the minimum # is:		Unit Price for License	Unit Price for Technical Service
<i>At least--</i>	<i>But not over--</i>		
1	1	9000	1800
2	5	4000	800
6	10	3000	600
11	25	2000	400
26	----	1200	240

**per copy - BPU-BPU Volume Discounts**

**Applicability:**

All products with a Licensing Metric of *per copy - BPU-BPU*.

per copy - BPU-BPU Volume Discounts		
If the minimum # is:		Percentage Off
<i>At least--</i>	<i>But not over--</i>	
1	2	0
3	4	10
5	6	20
7	8	30
9	10	40
11	----	50

**per processor Volume Discounts**

**Applicability:**

All products with a Licensing Metric of *per processor*.

per processor Volume Discounts		
If the minimum # is:		
<i>At least--</i>	<i>But not over--</i>	Percentage Off
1	4	0
5	8	10
9	16	20
17	32	40
33	64	50
65	----	70

**connections - APX-Ext Volume Discounts**

**Applicability:**

All products with a Licensing Metric of *connections - APX-Ext*.

connections - APX-Ext Volume Discounts			
If the minimum # is:		Unit Price for License	Unit Price for Technical Service
<i>At least--</i>	<i>But not over--</i>		
1	50	390	78
51	100	310	62
101	200	240	48
201	400	180	36
401	800	130	26
801	1600	90	18
1601	3200	60	12
3201	6400	40	8
6401	12800	30	6
12801	----	25	5

**connections - APX-Web Volume Discounts**

**Applicability:**

All products with a Licensing Metric of *connections - APX-Web*.

connections - APX-Web Volume Discounts			
If the minimum # is:		Unit Price for License	Unit Price for Technical Service
<i>At least--</i>	<i>But not over--</i>		
1	50	390	66.3
51	100	310	52.7
101	200	240	40.8
201	400	180	30.6
401	800	130	22.1
801	1600	90	15.3
1601	3200	60	10.2
3201	6400	40	6.8

6401	12800	30	5.1
12801	----	25	4.25

**Deployment Units - XSU-BPM Volume Discounts**
**Applicability:**

All products with a Licensing Metric of *Deployment Units - XSU-BPM*.

Deployment Units - XSU-BPM Volume Discounts		
If the minimum # is:		
<i>At least--</i>	<i>But not over--</i>	Percentage Off
1	2	0
3	5	10
6	10	30
11	----	50

**Deployment Units - XSU-SOA Volume Discounts**
**Applicability:**

All products with a Licensing Metric of *Deployment Units - XSU-SOA*.

Deployment Units - XSU-SOA Volume Discounts		
If the minimum # is:		
<i>At least--</i>	<i>But not over--</i>	Percentage Off
1	2	0
3	5	10
6	10	30
11	----	50

### IBM Hardware Models

Machine	MSUs	Software AG Hardware Group	Machine	MSUs	Software AG Hardware Group	Machine	MSUs	Software AG Hardware Group
2003-102	1	25	2064-1C7	247	-	2084-327	1317	-
2003-103	1	25	2064-1C8	276	-	2084-328	1358	-
2003-104	2	30	2064-1C9	302	-	2084-329	1398	-
2003-105	2	30	2064-210	392	-	2084-330	1436	-
2003-106	3	30	2064-211	420	-	2084-331	1474	-
2003-107	4	35	2064-212	445	-	2084-332	1512	-
2003-115	5	35	2064-213	475	-	2086-110	4	35
2003-116	6	35	2064-214	497	-	2086-120	7	35
2003-124	8	35	2064-215	517	-	2086-130	13	40
2003-125	9	40	2064-216	535	-	2086-140	17	50
2003-126	12	40	2064-2C1	52	-	2086-150	26	60
2003-135	13	40	2064-2C2	100	-	2086-160	32	70
2003-136	17	50	2064-2C3	144	-	2086-170	56	100
2003-146	21	50	2064-2C4	184	-	2086-210	8	35
2003-156	25	60	2064-2C5	224	-	2086-220	13	40
2003-1C5	15	40	2064-2C6	260	-	2086-230	26	60
2003-202	1	25	2064-2C7	296	-	2086-240	32	70
2003-203	1	25	2064-2C8	330	-	2086-250	50	80
2003-204	2	30	2064-2C9	362	-	2086-260	62	100
2003-205	2	30	2066-001	32	-	2086-270	107	-
2003-206	3	30	2066-002	60	-	2086-310	11	40
2003-207	4	35	2066-003	84	-	2086-320	20	50
2003-215	5	35	2066-004	108	-	2086-330	38	80
2003-216	6	35	2066-0A1	13	-	2086-340	47	80
2003-224	8	35	2066-0A2	44	-	2086-350	74	100
2003-225	11	40	2066-0B1	20	-	2086-360	91	-
2003-227	13	40	2066-0C1	25	-	2086-370	158	-
2003-237	18	50	2066-0E1	7	35	2086-410	15	40
2003-246	21	50	2066-0X2	28	60	2086-420	26	60
2003-247	24	60	2084-301	77	80	2086-430	49	80
2003-257	27	60	2084-302	147	-	2086-440	62	100
2003-2C5	15	40	2084-303	213	-	2086-450	97	-
2003-A01	6	35	2084-304	277	-	2086-460	119	-
2064-101	41	80	2084-305	337	-	2086-470	208	-
2064-102	78	100	2084-306	395	-	3000-A10	6	35
2064-103	112	-	2084-307	451	-	3000-A20	11	40
2064-104	143	-	2084-308	503	-	3006-B01	-	-
2064-105	173	-	2084-309	551	-	7060-H30	10	40
2064-106	199	-	2084-310	601	-	7060-H50	21	50
2064-107	225	-	2084-311	647	-	7060-H70	37	70
2064-108	245	-	2084-312	691	-	7060-P30	16	40
2064-109	265	-	2084-313	733	-	9672-R12	4	35
2064-110	327	-	2084-314	772	-	9672-R14	8	35
2064-111	350	-	2084-315	810	-	9672-R15	11	40
2064-112	372	-	2084-316	844	-	9672-R16	20	50
2064-113	392	-	2084-317	886	-	9672-R22	7	35
2064-114	410	-	2084-318	927	-	9672-R24	15	40
2064-115	426	-	2084-319	973	-	9672-R25	20	50
2064-116	441	-	2084-320	1018	-	9672-R26	37	70
2064-1C1	43	80	2084-321	1062	-	9672-R32	10	40
2064-1C2	83	-	2084-322	1106	-	9672-R34	22	60
2064-1C3	119	-	2084-323	1149	-	9672-R35	28	60
2064-1C4	153	-	2084-324	1192	-	9672-R36	59	100
2064-1C5	187	-	2084-325	1234	-	9672-R42	13	40
2064-1C6	217	-	2084-326	1276	-	9672-R44	28	60

**IBM Hardware Models**

Machine	MSUs	Software AG Hardware Group	Machine	MSUs	Software AG Hardware Group	Machine	MSUs	Software AG Hardware Group
9672-R45	35	70	9672-X97	205	-	z9 2094-706	422	-
9672-R46	76	100	9672-XX7	221	-	z9 2094-707	479	-
9672-R52	15	40	9672-XY7	235	-	z9 2094-708	532	-
9672-R53	18	50	9672-XZ7	248	-	z9 2094-709	584	-
9672-R54	35	70	9672-Y16	26	60	z9 2094-710	640	-
9672-R55	45	80	9672-Y26	48	80	z9 2094-711	690	-
9672-R56	93	-	9672-Y36	70	100	z9 2094-712	742	-
9672-R63	20	50	9672-Y46	90	-	z9 2094-713	795	-
9672-R64	41	80	9672-Y56	109	-	z9 2094-714	843	-
9672-R65	51	90	9672-Y66	128	-	z9 2094-715	893	-
9672-R66	109	-	9672-Y76	146	-	z9 2094-716	938	-
9672-R72	19	50	9672-Y86	161	-	z9 2094-717	985	-
9672-R73	23	60	9672-Y96	174	-	z9 2094-718	1032	-
9672-R74	46	80	9672-YX6	186	-	z9 2094-719	1077	-
9672-R75	57	100	9672-Z17	35	70	z9 2094-720	1127	-
9672-R76	124	-	9672-Z27	67	100	z9 2094-721	1177	-
9672-R83	26	60	9672-Z37	95	-	z9 2094-722	1226	-
9672-R84	51	90	9672-Z47	123	-	z9 2094-723	1274	-
9672-R85	61	100	9672-Z57	149	-	z9 2094-724	1314	-
9672-R86	136	-	9672-Z67	174	-	z9 2094-725	1353	-
9672-R94	55	90	9672-Z77	197	-	z9 2094-726	1400	-
9672-R95	65	100	9672-Z87	217	-	z9 2094-727	1436	-
9672-R96	146	-	9672-Z97	236	-	z9 2094-728	1481	-
9672-RA2	3	30	9672-ZX7	254	-	z9 2094-729	1524	-
9672-RA4	6	35	9672-ZY7	270	-	z9 2094-730	1567	-
9672-RA5	8	35	9672-ZZ7	285	-	z9 2094-731	1609	-
9672-RA6	15	40	z9 2094-401	28	-	z9 2094-732	1650	-
9672-RB4	11	40	z9 2094-402	55	-	z9 2094-733	1691	-
9672-RB5	15	40	z9 2094-403	80	-	z9 2094-735	1732	-
9672-RB6	28	60	z9 2094-404	103	-	z9 2094-735	1772	-
9672-RC4	20	50	z9 2094-405	126	-	z9 2094-736	1811	-
9672-RC5	24	60	z9 2094-406	147	-	z9 2094-737	1850	-
9672-RC6	55	90	z9 2094-407	166	-	z9 2094-738	1889	-
9672-RD6	71	100	z9 2094-408	185	-	z9 2094-739	1927	-
9672-RX3	30	70	z9 2094-501	53	-	z9 2094-740	1963	-
9672-RX4	59	100	z9 2094-502	104	-	z9 2094-741	1998	-
9672-RX5	69	100	z9 2094-503	152	-	z9 2094-742	2033	-
9672-RX6	156	-	z9 2094-504	197	-	z9 2094-743	2067	-
9672-RY4	64	100	z9 2094-505	240	-	z9 2094-744	2101	-
9672-RY5	78	100	z9 2094-506	279	-	z9 2094-745	2135	-
9672-S2x	5	35	z9 2094-507	317	-	z9 2094-746	2168	-
9672-S3x	6	35	z9 2094-508	352	-	z9 2094-747	2201	-
9672-S4x	8	35	z9 2094-601	65	-	z9 2094-748	2233	-
9672-S5x	9	40	z9 2094-602	127	-	z9 2094-749	2265	-
9672-S6x	10	40	z9 2094-603	184	-	z9 2094-750	2295	-
9672-T16	22	60	z9 2094-604	240	-	z9 2094-751	2324	-
9672-T26	41	80	z9 2094-605	292	-	z9 2094-752	2353	-
9672-X17	30	60	z9 2094-606	339	-	z9 2094-753	2381	-
9672-X27	57	100	z9 2094-607	385	-	z9 2094-754	2409	-
9672-X37	80	100	z9 2094-608	428	-	z9 2096-A01	4	-
9672-X47	103	-	z9 2094-701	81	-	z9 2096-A02	7	-
9672-X57	126	-	z9 2094-702	158	-	z9 2096-A03	10	-
9672-X67	148	-	z9 2094-703	229	-	z9 2096-B01	5	-
9672-X77	169	-	z9 2094-704	298	-	z9 2096-B02	10	-
9672-X87	188	-	z9 2094-705	363	-	z9 2096-B03	15	-

**IBM Hardware Models**

Machine	MSUs	Software AG Hardware Group	Machine	MSUs	Software AG Hardware Group
z9 2096-C01	6	-	z9 2096-X01	53	-
z9 2096-C02	12	-	z9 2096-X02	103	-
z9 2096-C03	18	-	z9 2096-X03	150	-
z9 2096-D01	8	-	z9 2096-X04	195	-
z9 2096-D02	16	-	z9 2096-Y01	59	-
z9 2096-D03	23	-	z9 2096-Y02	115	-
z9 2096-E01	10	-	z9 2096-Y03	166	-
z9 2096-E02	19	-	z9 2096-Y04	216	-
z9 2096-F01	12	-	z9 2096-Z01	67	-
z9 2096-F02	24	-	z9 2096-Z02	130	-
z9 2096-G01	15	-	z9 2096-Z03	189	-
z9 2096-H01	18	-	z9 2096-Z04	246	-
z9 2096-I01	21	-			
z9 2096-J01	24	-			
z9 2096-K04	30	-			
z9 2096-L03	28	-			
z9 2096-L04	36	-			
z9 2096-M03	34	-			
z9 2096-M04	45	-			
z9 2096-N02	30	-			
z9 2096-N03	43	-			
z9 2096-N04	56	-			
z9 2096-O02	36	-			
z9 2096-O03	52	-			
z9 2096-O04	67	-			
z9 2096-P02	41	-			
z9 2096-P03	59	-			
z9 2096-P04	77	-			
z9 2096-Q02	47	-			
z9 2096-Q03	68	-			
z9 2096-Q04	88	-			
z9 2096-R01	27	-			
z9 2096-R02	52	-			
z9 2096-R03	76	-			
z9 2096-R04	99	-			
z9 2096-S01	30	-			
z9 2096-S02	59	-			
z9 2096-S03	85	-			
z9 2096-S04	111	-			
z9 2096-T01	34	-			
z9 2096-T02	66	-			
z9 2096-T03	95	-			
z9 2096-T04	124	-			
z9 2096-U01	38	-			
z9 2096-U02	73	-			
z9 2096-U03	106	-			
z9 2096-U04	138	-			
z9 2096-V01	42	-			
z9 2096-V02	82	-			
z9 2096-V03	119	-			
z9 2096-V04	155	-			
z9 2096-W01	47	-			
z9 2096-W02	92	-			
z9 2096-W03	134	-			
z9 2096-W04	174	-			

### Table of Abbreviations for Valid Operating Systems

Contact Software AG Business Practices for confirmation

Table of Abbreviations for Valid Operating Systems		
Group	Suffix	Operating System
MP	MP	Diverse
z9	zOS	z9 version of z/OS
Z	OS	IBM z/OS
z9	VSE	z9 version of VSE
VSE	ESA	IBM VSE/ESA
z9	VM	z9 version of z/VM
Z	VM	IBM z/VM
UNIX	AIX	IBM Aix Unix
UNIX	HP	Hewlett-Packard HP-UX
UNIX	SUL	Sun Ultra SPARC
VMS	AXP	OpenVMS (Alpha)
LNX	INT	Linux (Intel) SuSE on Intel
LNX	RIN	Linux (Red Hat IA-32)
WIN	SVR	Windows Server
WIN	DTP	Windows Desktop
NT	00P	Windows 2000 Professional
NT	00S	Windows 2000 Server
NT	AS	Windows 2000 Advanced Server
NT	XPP	Windows XP Professional
WIN	3SE	Windows Server 2003 Standard Edition
WIN	3EE	Windows Server 2003 Enterprise Edition
LNX	390	SuSE Linux (IBM S/390)
LNX	MRH	Red Hat Linux (IBM S/390)