

**TERMS AND CONDITIONS APPLICABLE TO
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND
MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the Government, shall provide a hot line technical support number (301) 586-8500 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday except for holidays.

4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:

Product Updates & Technical Support at an annual cost of 15% of the software cost.

- 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 (132-34)

- 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 Government 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 office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office 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 offices 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. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE *(Not Offered)*

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

7. TERM LICENSE CESSATION *(Not Offered)*

- a. After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the Government. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the Government. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (132-33, AND 132-34)

- a. Software acquisition is limited to commercial computer software defined to be:

COMMERCIAL COMPUTER SOFTWARE - Computer software which is used regularly for other than Government purposes and is sold, licensed or leased in significant quantities to the general public at established catalog prices.

- b. When acquired by the Government, 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 agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (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 agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency 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 agency'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 agency.
 - (3) Except as is provided in paragraph 8.b(2) above, the Government 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 government who have the Government'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 Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.
 - (4) The Government 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 Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or

software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

9. SOFTWARE CONVERSIONS - (132-33)

Full monetary credit will be allowed to the Government when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

MMS01 MMS – Membership Management System (Up to 250 Members w/ 1 user)

FYI's Membership Management System (MMS) is a Windows-based, network wide membership management system, designed to meet the needs of any member-based organization. Whether an organization needs to maintain detailed information on 75 members or 75,000, MMS makes the once labor-intensive task of keeping detailed records about members quick and easy. With the ability to maintain up to three pages of information, including demographics, phone fax and email, region code, marital status, voter information, gender, birth date, purchases/activities, officer information and dues, about each member and access it all using Windows' point and click technology. And, of course MMS includes all the basics like tracking by member number, status or group, payroll number, and officer information. With six modules, including member information, officer information, reports, system administration, dues track and grievance tracking MMS will allow you to know exactly who your members are. And, if your organization has unique needs, MMS is customizable, allowing you to add up to seven custom fields. Of course, if you already have membership data on your computer, MMS allows you to import that information from any PC text file directly, eliminating the need to re-key any records. Finally, with MMS, reporting is no longer a daunting, time-consuming task. MMS includes many standard reporting features and a mailing label generator, as well as the option of an "Ad Hoc" report writer that allows customization of reports to meet the needs of a specific organization.

In order to use MMS, you must have Windows 95/98/NT with an Intel Pentium processor or higher, 10 MB disk space and 16 MB memory. For optimum performance, FYI recommends a minimum of a Pentium 133 processor with 32 MB of memory.

MMS02 MMS – Membership Management System (Up to 600 Members w/ 1 user)

Same as MMS01, but for up to 600 members.

MMS03 MMS – Membership Management System (Unlimited Members w/ 1 user)

Same as MMS01, but for unlimited members.

MMS04 Upgrade MMS Single User to Multi-User

Same as MMS01, but allows multiple users.

CTS01 CorrTrack - Correspondence Tracking System (Single User)

CorrTrack, FYI's Windows-based proprietary correspondence tracking software product is the perfect solution for long-term management of all correspondence and documents. Because CorrTrack assigns each document a unique control number, it is easy to add, update and review any document's master record. And, what's more CorrTrack's Reviewer Module tracks the history and location at all points of the workflow of any file, automatically dates and time stamps updates and prepares the correspondence for the next scheduled activity. In addition, CorrTrack maintains security information for every user and document, allowing system administrators to determine which correspondence and reviewer records can be accessed by each user. Finally, to support workflow management initiatives, CorrTrack comes packed with eight reports which allow the software to automatically print correspondence reports, reviewer reports, cover sheets and routing slips for work-group management.

In order to properly operate CorrTrack, you must have an IBM-compatible computer running Windows 95/98/NT, 5 MB of disk space, 16 MB of memory, and at least a 486-66 Mhz processor (Pentium processor recommended).

CTS02 CorrTrack - Correspondence Tracking System (2-10 Users)

Same as CTS01, but allows 2-10 users.

CTS03 CorrTrack - Correspondence Tracking System (Individual Seats)

Same as CTS01, but for additional users above 10.

SCMS01 SCMS – Student Class Management System (Single User)

The Student/Class Management System (SCMS) was designed by FYI to automate the entire education management process and meet the needs of both large and small education centers. SCMS takes advantage of the all the Windows functionality that you've come to expect from today's software products, making it easy to learn and use the program. Equipped with a simple menu interface, SCMS allows you to quickly perform updates to all your resources. Administrative areas allow you to add new classes, update instructor information and add new classrooms. The student management area allows you to maintain full demographic information for students, tracks CEU information, all past classes, classes for which a student is registered, unscheduled classes of interest to a student and classes that a student failed to attend. Plus, with the click of a button, you will be able to retrieve a variety of important reports, crucial to implementing and managing your training program.

To operate SCMS, you must have an IBM-compatible PC running Windows 95/98/NT, with 5 MB of available Disk Space, 16 MB of memory and at least a 486-66 Mhz processor (Pentium is recommended).

SCMS02 SCMS – Student Class Management System (Multi-User)

Same as SCMS01, but for multiple users.

11. RIGHT-TO-COPY PRICING

Not Applicable