



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

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

**SCHEDULE TITLE:** Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software, and Services

**CONTRACT NUMBER:** GS-35F-0188R

**CONTRACT PERIOD:** December 9, 2004 through December 8, 2024

**Pricelist current through modification:** PO-0082 Dated 16-Dec-2020

For more information on ordering from Federal Supply go to this website: [www.gsa.gov/schedules](http://www.gsa.gov/schedules)

**CONTRACTOR:** **ComponentSource, Inc.**  
650 Claremore Professional Way, Suite 100  
Woodstock, GA 30188  
Phone number: 888-850-9966  
Fax number: 888-850-9922  
E-Mail: sales@componentsource.com

**CONTRACTOR'S ADMINISTRATION SOURCE:** Chris Brooke, Dir. of Enterprise Tech.  
650 Claremore Professional Way, Suite 100  
Woodstock, GA 30188  
Phone number: 770-250-6110  
Fax number: 770-250-6199  
E-Mail: chrisb@componentsource.com

**BUSINESS SIZE:** Small Business

**CUSTOMER INFORMATION:**

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

<b>SIN</b>	<b>DESCRIPTION</b>
511210	SOFTWARE LICENSES
54151	SOFTWARE MAINTENANCE SERVICES

**1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:**  
(Government net price based on a unit of one)

**To be completed by contractor on text file submission**

**1c. HOURLY RATES (Services only):**

**NONE**

**Standard Form 1449, Contract for Commercial Items (Cont'd)**  
**ComponentSource, Inc.**  
**Contract Number GS-35F-0188R**

**2. MAXIMUM ORDER\*:** The maximum Order value for the following Special Item Number 132-33 – Perpetual Software License – is \$500,000.

NOTE TO ORDERING ACTIVITIES: \*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

**3. MINIMUM ORDER:** The minimum dollar value of orders to be issued is \$100.

**4. GEOGRAPHIC COVERAGE:** This contract covers: Continental United States, Alaska, Hawaii, Puerto Rico, and the District of Columbia

**5. POINT(S) OF PRODUCTION:** 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.

**6. DISCOUNT FROM LIST PRICES:** GSA Net Prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.

For calculation of the GSA Schedule price see Page 1A.

**7. QUANTITY DISCOUNT(S):** NONE

**8. PROMPT PAYMENT TERMS:** NONE

**9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.**

**9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.**

**10. FOREIGN ITEMS:** N/A

**11a. TIME OF DELIVERY:** < 1 Day – Orders are placed online and customer is given immediate access to download software

**11b. EXPEDITED DELIVERY:** Items available for expedited delivery are noted in this price list.

**11c. OVERNIGHT AND 2-DAY DELIVERY:** Overnight and 2-day delivery are available. Contact the Contractor for rates.

**11d. URGENT REQUIRMENTS:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

**12. FOB POINT:** Destination

**Standard Form 1449, Contract for Commercial Items (Cont'd)**  
**ComponentSource, Inc.**  
**Contract Number GS-35F-0188R**

- 13a. ORDERING ADDRESS:** Same as Contractor Address.
- 13b. ORDERING PROCEDURES:** Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage ([fss.gsa.gov/schedules](https://fss.gsa.gov/schedules)).
- 14. PAYMENT ADDRESS:** Same as Contractor Address.
- 15. WARRANTY PROVISION:** Warranty specified in SECTION 2 – TERMS AND CONDITIONS, Part 3 – Guarantee/Warranty
- 16. EXPORT PACKING CHARGES:** Not Applicable
- 17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any thresholds above the micropurchase level may be inserted by contractor)
- 18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):**  
N/A
- 19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
- 20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
- 21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
- 22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
- 23. PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 24b. Section 508 Compliance for Electronic and Information Technology (EIT):** 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.componentsource.com](http://www.componentsource.com)
- 25. DUNS NUMBER:** 059976303
- 26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database.

## **SECTION 2: TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), 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 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. Inspection of services is in accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007) (DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

### **2. COMMERCIAL SUPPLIER AGREEMENTS**

Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements. The Contractor shall provide all Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements in an editable Microsoft Office (Word) format for review prior to award.

### **3. GUARANTEE/WARRANTY**

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

**Support** – We offer multilingual customer services. These award-winning services include an online archive of your purchased products and proactive information on subsequent upgrades. For every product purchased, ComponentSource automatically registers all details so that you are covered for any technical support should you need it.

**Quality** – Every product ComponentSource offer is tested for viruses, completeness, installation and de-installation and most have free evaluation versions, allowing you to try before you buy.

**Security** – Our Web site uses the latest VeriSign secure server software. Your personal information and credit card details are encrypted before they leave your computer.

**Satisfaction Guaranteed** – ComponentSource provides registered users with FREE evaluations of all the latest components - Try before you buy it. Following a purchase, should any product not meet your requirements we offer a 30-day money back guarantee.

#### **Limited Software Warranty and Disclaimers**

ComponentSource supplies Software either on its own behalf or as a licensed distributor of third party proprietary owners.

#### **(a) ComponentSource owned Software**

ComponentSource warrants to you that, in the case of any Software it has identified as its own property, that Software will substantially conform to the applicable ComponentSource specification in effect at the date of delivery for a period of three calendar months. ComponentSource's sole obligation under this warranty is limited to responding to your calls and to using all reasonable endeavours to correct reported problems by supplying you with a corrected version of the Software.

**COMPONENTSOURCE DOES NOT WARRANT THAT:**

(i) OPERATION OF ITS SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS IN THE SOFTWARE ARE CORRECTABLE OR WILL BE CORRECTED; OR  
(ii) THAT FUNCTIONS CONTAINED IN ITS SOFTWARE WILL OPERATE IN THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY YOU TO MEET YOUR REQUIREMENTS. COMPONENTSOURCE'S WARRANTY OBLIGATIONS WILL BE VOID IF ITS SOFTWARE IS MODIFIED WITHOUT THE PRIOR WRITTEN CONSENT OF COMPONENTSOURCE

**(b) Third Party Proprietary Software**

All third party proprietary Software is supplied with the benefit of warranties, if any, offered by the third party owners and reproduced by ComponentSource. TO THE FULLEST EXTENT PERMITTED BY LAW COMPONENTSOURCE DOES NOT ITSELF WARRANT THIRD PARTY PROPRIETARY SOFTWARE IN ANY WAY, INCLUDING BUT NOT LIMITED TO ITS PERFORMANCE, RELIABILITY OR FUNCTIONALITY, AND COMPONENTSOURCE DOES NOT ACCEPT ANY RESPONSIBILITY FOR PERFORMANCE OF WARRANTY TERMS BY THIRD PARTY SOFTWARE OWNERS.

**(c) CD or other media**

ComponentSource warrants that any CD or other media provided to you under this Agreement is free from defects in materials and workmanship under normal use for a period of three calendar months from date of supply. If you return a defective CD or other media to ComponentSource or an authorized ComponentSource representative during the warranty period with proof of purchase ComponentSource will, at its sole option, either replace the defective CD or other media or refund the purchase price for it. This warranty will not apply to any media that has been damaged by abuse, act of God, accident or misuse.

**(d) Viruses**

ComponentSource warrants that it has used all reasonable efforts to ensure that all ComponentSource content and all Software is free from all publicised viruses known to exist on the date of supply. In the event that such a known and publicised virus is discovered and reported to ComponentSource by you within one calendar month of the date of supply ComponentSource will at your option replace the affected Software or, if applicable, the CD or other media containing the Software or refund the purchase price for the same. IT IS YOUR RESPONSIBILITY TO CHECK FOR VIRUSES BEFORE USING ANY SOFTWARE AND COMPONENTSOURCE DISCLAIMS ANY OTHER OR FURTHER LIABILITIES TO YOU FOR ANY VIRUS-CAUSED DAMAGE.

EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, COMPONENTSOURCE DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED IN LAW OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW, AND THE ABOVE WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS AND LIABILITIES ON THE PART OF COMPONENTSOURCE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH SOFTWARE, OR YOUR USE OF SOFTWARE OR ANY CD OR OTHER MEDIA, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE

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 ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**4. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **888 850 9966** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **03:00 to 18:00 (EST)**.

**5. SOFTWARE MAINTENANCE**

a. Software maintenance service shall include the following: **None - Software is sold to customer developers for use in a larger project and are modified by customer developer as they wish, and thereafter are responsible for its maintenance.**

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly

basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE

**6. PERIODS OF TERM LICENSES (132-32) AND SOFTWARE MAINTENANCE SERVICES (132-34)**

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

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

**7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

a. When a contractor commercially offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.

b. When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. When conversion from term licenses to perpetual licenses is offered, the price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

**8. TERM LICENSE CESSATION**

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

Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.

b. The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

**9. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)**

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 9.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)** Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to

keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee's data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor's possession in a format as may be designated at the time of request by Licensee.

**(7)** Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as "Derivative Works" of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

**(8)** Software Asset Identification Tags (SWID) (Option 1 SIN 132-33)

Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770-2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19770-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document "NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags," December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.

Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government-wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

**(9)** Reallocation of Perpetual Software (Option 2 SIN 132-33)

- a.** The purpose of SIN 132-33 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.
- b.** When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.
- c.** Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.
- d.** The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor's intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.
- e.** As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity



to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

**f.** Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 132-34) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.

**g.** When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 132-34), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.

**h.** The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be \_\_\_\_\_ percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

#### **10. SOFTWARE CONVERSIONS - (132-32 AND 132-33)**

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. Under a term license (132-32), if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

#### **11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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

#### **12. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses. **N/A**