

- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. Not Applicable
- 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.

7. UTILIZATION LIMITATIONS - (SIN 132-33, AND SIN 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 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.

8. SOFTWARE CONVERSIONS - (SIN 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.

9. 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.

**SOFTWARE PRODUCTS PRICE LIST
(Special Item Number 132-33 Perpetual Software License)**

MFR	MFR PART #	PRODUCT DESCRIPTION	GSA PRICE
ESi	SW-CIMS7-PRSS	WebEOC® Professional - Standard Edition 7.0 with Year 1 Silver Software Support	\$52,704.84
ESi	SW-CIMS7-PR2S	WebEOC® Professional-Redundant Server Software w/Year 1 Software Support	\$ 5,247.06
ESi	SW-CIMS7-WEBF	ESiWebFusion™	\$70,273.13
ESi	SW-CIMS7-TMBS	WebEOC® Team Management with Year 1 Software Support	\$16,162.82
ESi	SW-CIMS7-MPRS	WebEOC® Mapper – Professional with Year 1 Software Support	\$21,011.66

**SOFTWARE MAINTENANCE PRICELIST
(Special Item 132-34 Maintenance of Software)**

Annual Support Plan

MFR	MFR PART #	PRODUCT DESCRIPTION	GSA PRICE
ESi	SS-CIMS7-PRS	Software Support Renewal - WebEOC® Professional – Standard Edition	\$ 8,795.48
ESi	SS-CIMS7-ADL	Software Support Renewal - WebEOC® (per redundant server)	\$ 781.82
ESi	SS-CIMS7- WEBF	Software Support Renewal - ESiWebFusion™	\$14,659.13
ESi	SS-CIMS7-RMB	Software Support Renewal - WebEOC® Resource Manager	\$ 2,931.83
ESi	SS-CIMS7-TMB	Software Support Renewal - WebEOC® Team Manager	\$ 2,931.83
ESi	SS-CIMS7-MPR-TXI	Software Support Renewal - WebEOC® Mapper - Professional	\$ 3,811.37