



MICROSOFT CORPORATION

SCHEDULE A

SCHEDULE A: SOFTWARE

(1) RFP Technical Specifications and requirements applicable to the Software Product(s) (including firmware) are incorporated herein by reference, unless otherwise noted below.

(2) All Software Product(s) provided hereunder shall be non-developmental, commercially available software.

(3) Description

	Royalty Fee Per Distributed copy				
	YR 1	YR 2	YR 3	YR 4	YR 5
MICROSOFT WORD FOR WINDOWS (S/U)	\$ 89.00	\$ 87.00	\$ 86.00	\$ 85.00	\$ 84.00
MICROSOFT WORD FOR WINDOWS (LAN)	\$320.00	\$313.00	\$309.00	\$306.00	\$302.00
MICROSOFT DATABASE (S/U)	\$114.00	\$110.00	\$109.00	\$107.00	\$106.00
MICROSOFT DATABASE (LAN)	\$420.00	\$396.00	\$392.00	\$385.00	\$381.00
MICROSOFT EXCEL (S/U)	\$ 89.00	\$ 87.00	\$ 86.00	\$ 85.00	\$ 84.00
MICROSOFT EXCEL (LAN)	\$320.00	\$313.00	\$309.00	\$306.00	\$302.00
MICROSOFT OFFICE (S/U)	\$157.00	\$152.00	\$149.00	\$147.00	\$146.00
MICROSOFT OFFICE (LAN)	\$365.00	\$347.00	\$336.00	\$329.00	\$325.00

WORD FOR WINDOWS, EXCEL, AND OFFICE (POWERPOINT) MUST INCLUDE COMPUTER AIDED INSTRUCTION (CAI) PACKAGES (SOFTWARE & DOCUMENTATION) WITH THE SOFTWARE ABOVE REFERENCED.

(4) Media:

Uncopyprotected 3 1/2" Floppy Diskette  
(Subcontractor to Furnish Serial Numbers if Serialization is Required)

During the term of this Subcontract, Subcontractor agrees to grant to Unisys and/or the Government, as applicable, a perpetual, non-exclusive and non-transferable license (except a transfer of Unisys rights in such license to the Government pursuant to the terms of the RFP) to use the Software Product(s) listed above, on the terms and conditions stated in this Subcontract and the Schedules hereto.

(5) Software and Data Rights Agreement.

(a) All Software Products listed above have been developed exclusively at private expense, except as may be noted below.

(i) Subcontractor grants "RESTRICTED RIGHTS" to the Government as defined in DFARS 25.227-7013 to manuals, technical data and other documents pertaining to the Software Products to be delivered under this Subcontract.

DFAR 252.227-7013 (c)(1)(ii) - CANNOT DFM CITATION

SEE ATTACHED LANGUAGE: 1 - RESTRICTED RIGHTS VS. LIMITED RIGHTS

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(ii) Subcontractor grants "RESTRICTED RIGHTS" to the Government as defined in DFARS 52.227-7013 to all Software to be furnished under this Subcontract which is listed above. **DFAR 252.227-7013 (c) (1) (ii) - COLLECT DFAR CITATION**

(iii) Subcontractor grants a non-exclusive paid up license to the Government to copyrighted materials pertaining to software Products and technical data as defined in DFARS 52.227-7013. **252.227-7013 (COLLECT DFAR CITATION)**

(b) Any Software Products provided to the Government which are not listed above as provided with "restricted rights" or "limited rights" or which have not been developed exclusively at private expense shall be deemed to be provided to the Government with "unlimited rights" as defined in DFARS 52.227-7013. Subcontractor shall be responsible for correctly labeling and designating all proprietary Software Product(s) and documentation in accordance with DFARS 52.227-7013 and applicable Government regulations. **W/A AS ALL SOFTWARE DOCUMENTATION PROVIDED WITH RESTRICTED RIGHTS.**

(c) Nothing contained herein shall be construed to restrict or limit Unisys or the Government's rights to use any Software or technical data which Unisys or the Government may already possess or hereafter legally acquire from any source.

(6) Software Maintenance.

A. Maintenance

SEE ATTACHED LANGUAGE - SOFTWARE MAINTENANCE

The Subcontractor agrees to provide levels of Maintenance for Software to Unisys, for as long as there is a User of Software or a Federal Government contract with Unisys that requires the Software. Maintenance includes, but is not limited to, the provision by the Subcontractor to Unisys, of enhancements, updates, improvements, modifications, and changes made by the Subcontractor to maintain the Software operational of the current operating systems as well as the provision to Unisys of any corrections made by the Subcontractor to errors and deficiencies in Software and/or Documentation.

1. Error Correction

The Subcontractor shall promptly verify all errors (including errors in Documentation) after report to the Subcontractor of their existence by Unisys or discovery by the Subcontractor. All errors will be categorized by Unisys and corrected by the Subcontractor according to the following schedule:

a.) Within 5 calendar days those critical Software errors which render a User's system inoperable (Category A). The cost of media, documentation, and distribution shall be borne by the Subcontractor;

b.) Within 30 calendar days those serious Software errors which leave the User's system inoperable, but require a temporary workaround within 5 calendar days (Category B). The cost of media only shall be borne by the Subcontractor if corrections are requested by the Government prior to a scheduled Software release or enhancement;

c.) Within the next release those minor Software errors with minimal impact to the User's System (Category C).

The Subcontractor shall not be required to correct Category B and C problems that Unisys may have with Software until the next scheduled Software release (except where corrections are requested by the Government), or be held responsible for any failure of Software to function due to any accident, neglect, or misuse of Software by Unisys.

All such errors shall be corrected by the Subcontractor at no additional charge to Unisys except that in the event after investigation by Unisys, it has been determined to the reasonable satisfaction of Unisys that such errors were not caused by defects in Software (and/or Documentation), then Unisys shall reimburse the Subcontractor, at the Subcontractor's then prevailing standard published rates, for reasonable time and material costs incurred by the Subcontractor for correcting such errors.

## 2. Enhancements

Any enhancements, upgrades, improvements, modifications and/or other changes to Software, (herein collectively referred to as "Enhancements") shall be made available to Unisys by the Subcontractor as follows:

a.) Any Enhancements made by or on behalf of the Subcontractor shall be provided to Unisys at no additional charge, if the same is provided by the Subcontractor to other like commercial customers at no additional charge other than ongoing royalty, license or maintenance charges;

b.) Any other Enhancements developed by the Subcontractor and requested by Unisys shall be made available to Unisys at the most favorable rates offered by the Subcontractor to other like commercial customers for such Enhancements. Enhanced Software shall be offered at a discount rate equal to or greater than the discount rate from the commercial list price as stated for the original Software;

c.) Unisys has the option to pay the Subcontractor for chargeable enhancements while retaining all other rights in this agreement. All Enhancements shall be delivered to Unisys in the manner set forth herein, within ten (10) business days following the completion of the Subcontractor's quality assurance testing of such Enhancements.

d.) Software furnished shall conform to and perform in accordance with the specifications and other software requirements as set forth herein.

## 3. On Site Support NOT AVAILABLE

~~The Subcontractor agrees to provide on site support services upon receipt of order from Unisys. Charges by the Subcontractor for such services shall be at the Subcontractor's then current published standard rates.~~

## (7) Duplication SEE ATTACHED LANGUAGE - RESTRICTED RIGHTS US LIMITED RIGHT

Unisys may duplicate all printed Software documentation for the Unisys or the Government's use in connection with the Software so long as Unisys retains all required proprietary markings provided by Subcontractor on all duplicated copies. Unisys may copy the Software for archival, maintenance, backup or distribution purposes, as reasonably determined necessary by Unisys.

(8) Deposit of Software and Documentation.

USE MICROSOFT'S STANDARD ESCROW AGREEMENT

A. Prior to the delivery of the initial copy of any Software that is acquired for the Government under this Subcontract, Subcontractor shall deposit with the custodian specified in subparagraph (D) one (1) copy of the full source language statement for the Software and complete maintenance documentation for same. Additionally, Subcontractor will warrant that the deposited source code is suitable for reproduction and consists of the full source language statement of the program or programs that make up the system and complete program maintenance documentation including all schematics and annotations that constitute the program design specifications, as well as all other material necessary to allow a reasonably skilled programmer or analyst to maintain or enhance the program without the help of any other person or reference to any other material. The warranty should also state that the program contains all revisions, corrections, enhancements, or other changes so that it applies directly to the current or updated releases. Prior to deposit of the source code and documentation and after each update/release, Unisys or the Government shall be given the opportunity to examine the code and all documentation to verify that the above requirements are fully met. The material shall be held by the custodian for delivery to Unisys if the Subcontractor becomes unable to, or otherwise fails to maintain the Software, during the warranty period, during the maintenance period or if Subcontractor should declare bankruptcy. In the event of any of the above, Unisys shall direct Subcontractor to notify the custodian to release the source code and all documentation to the Government.

→ No!

B. Subcontractor further agrees to deposit and notify Unisys of all updates and changes to the material described in subparagraph (A) above in the same manner and on the same basis. Such further deposits shall be made whenever updates and changes are generally released or implemented.

C. The custodian may return or destroy the materials described in subparagraphs (A) and (B) above after Unisys has notified Subcontractor that all use of the Software has been discontinued.

D. The custodian is: TED

(9) Nonsubcontractor-owned Software.

1/ETEL?

Subcontractor warrants that all Subcontractor-provided Software which it does not own has been procured by Subcontractor under a valid license from such person, corporation or entity as does own such Software and that Subcontractor is not currently in default under any such license, and that no additional licenses must be procured by Unisys or the Government from any third party or fees paid to any third party in order to use such Software or transfer such Software to the Government, except as are specifically set forth in this Schedule A.

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**SCHEDULE B: DOCUMENTATION**

(1) Subcontractor shall provide Unisys one copy each of the following documentation (Unisys to do reproduction and distribution):

FORMAT: FULL COLOR FILM NEGATIVES  
 (MICROFT DATABASE VOL. I & II = LASER REPRODUCED MASTER  
 POWERPOINT 08675 GETTING STARTED = LASER REPRODUCED MASTER)

DOCUMENTATION:	QTY:	ROYALTY:
MICROSOFT WORD FOR WINDOWS (7 BOOK SET)	\$16,344.00	\$ * -0-
02883 USER'S REFERENCE	\$ 8,268.00	
02890 SAMPLER: Example Documents & Templates	\$ 2,506.00	
02891 POCKET GUIDE	\$ 2,183.00	
04175 GETTING RIGHT TO WORD	\$ 557.00	
02894 BASIC SKILLS FOR WINDOWS APPLICATIONS	\$ 1,288.00	
09185 PRINTER INFORMATION BOOKLET	\$ 1,704.00	
03920 10 FUNCTION KEY TEMPLATE	\$ 44.00	
MICROSOFT DATABASE (2 BOOK SET)	\$ -0-	\$ * -0-
VOLUME I		
VOLUME II		
MICROSOFT EXCEL (4 BOOK SET)	\$22,822.00	\$ * -0-
05725 REFERENCE	\$13,926.00	
05726 FUNCTION & MACROS	\$ 7,320.00	
07566 GETTING STARTED & QUICK REFERENCE	\$ 1,097.00	
08933 DIALOG EDITOR	\$ 279.00	
MICROSOFT POWERPOINT (6 BOOK SET)	\$22,872.00	\$ * -0-
08674 USER'S MANUAL	\$16,267.00	
08675 GETTING STARTED	\$ 938.00	
08676 QUICK REFERENCE CARD	\$ 313.00	
08677 USING POWERPOINT TEMPLATES	\$ 3,754.00	
08678 USING POWERPOINT & GENIAGRAPHICS DESKTOP PRESENTATION SERVICES	\$ 487.00	
08679 BITSTREAM FONTWARE USER'S GUIDE	\$ 1,113.00	

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\* IF DOCUMENTATION REPRODUCED AND DISTRIBUTED EXCEEDS SOFTWARE REPRODUCED AND DISTRIBUTED THERE WILL BE A \$3.00 ROYALTY CHARGE FOR EACH DOCUMENTATION SET DISTRIBUTED.

(3) Prices for Subcontractor furnished documentation are as follows:

Description	Price
FOR ROYALTY (UNISYS REPRODUCED DOCUMENTATION)	
SEE ATTACHED LANGUAGE - PACKAGED DOCUMENTATION	

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(4) Additional Documentation.

In the event that during the Term of this Subcontract Unisys requires any documentation additional to that described herein, Unisys shall request such additional documentation and Subcontractor shall promptly furnish such documentation, if available. Unisys agrees to pay for such additional documentation if Subcontractor normally charges other customers (commercial or government) for such additional documentation at prices to be negotiated by the parties.

SEE ATTACHED LANGUAGE - PACKAGED DOCUMENTATION

**MICROSOFT CORPORATION**

**SCHEDULE C**

**STATEMENT OF WORK**

**REFERENCE DEPARTMENT OF THE AIRFORCE, STANDARD SYSTEMS CENTER (ASCC)  
CONTRACT: F01620-90-D-0001**

*MICROSOFT RESERVES THE RIGHT TO OBTAIN A COPY  
OF THIS CONTRACT, FOR THE PURPOSES OF REVIEWING  
THE CONTRACT SPECIFICATIONS IN THEIR FINAL (TEXT) FORM.*