

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: REQ-2400-10-0057
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2. CONTRACT NO.: GS-35F-0585J
3. AWARD EFFECTIVE DATE: 03/25/2010
4. ORDER NUMBER: CPSC-F-10-0027
5. SOLICITATION NUMBER:
6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL: Germaine Myles
8. NAME: Germaine Myles
9. TELEPHONE NUMBER (No collect calls): (301) 504-7669
10. OFFER DUE DATE/LOCAL TIME:

11. ISSUED BY: CONSUMER PRODUCT SAFETY COMMISSION
DIV OF PROCUREMENT SERVICES
4330 EAST WEST HWY
ROOM 517
BETHESDA MD 20814
12. CODE: FMPS
13. THIS ACQUISITION IS:
 UNRESTRICTED OR SET ASIDE:
% FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS SOLE SOURCE
14. NAICS:
15. SIZE STANDARD:
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS N/A

11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED:
 SEE SCHEDULE
12. DISCOUNT TERMS: Net 30
13. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700)
13a. RATING:
14. METHOD OF SOLICITATION:
 RFQ IFB AFP

15. DELIVER TO: CONSUMER PRODUCT SAFETY COMMISSION
OFFICE OF INFORMATION SERVICES
4330 EASTWEST HIGHWAY
ROOM 706
BETHESDA MD 20814
16. CODE: EXIT
17. ADMINISTERED BY: CONSUMER PRODUCT SAFETY COMMISSION
DIV OF PROCUREMENT SERVICES
4330 EAST WEST HWY
ROOM 517
BETHESDA MD 20814
18. CODE: FMPS

17a. CONTRACTOR/OFFEROR: COMPUSEARCH SOFTWARE SYSTEMS
21251 RIDGETOP CIRCLE
SUITE 100
DULLES VA 20166-6501
17b. FACILITY CODE:
18a. PAYMENT WILL BE MADE BY: CONSUMER PRODUCT SAFETY COMMISSION
DIVISION OF FINANCIAL SERVICES
4330 EAST WEST HWY
ROOM 522
BETHESDA MD 20814
19. CODE: FMPS
TELEPHONE NO.: 703-481-3699

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number [REDACTED] The contractor shall provide all labor, materials and equipment necessary to provide PRISM Software Maintenance and Support System services for the Consumer Product Safety Commission beginning March 27, 2010 through September 26, 2010. Software and services shall be provided in accordance with the GSA schedule GS-35F-0585J, the attached CompuSearch End User License Agreement and PRISM Software Maintenance Plan, but only to the extent that the End User Agreement and PRISM Software (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: 0100A10DCC-2010-9994800000-EXITIT2400-257I0
26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$57,931.41

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT REF. Quote Revised OFFER DATED 03/05/2010. YOUR OFFER ON SOLICITATION (BLOCK 9), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: *Virginia H. Baxter*
30b. NAME AND TITLE OF SIGNER (Type or print): Virginia H. Baxter
30c. DATE SIGNED: 3/25/2010
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *Kim Miles*
31b. NAME OF CONTRACTING OFFICER (Type or print): Kim Miles
31c. DATE SIGNED: 3/25/10

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Maintenance Plan do not conflict with the GS-35F-0585J contract. The terms in GS-35F-0585J take precedence over the End User License Agreement and PRISM Software Maintenance Plan. Base Year March 27, 2010 - September 26, 2010				
0001	PRISM Web (Base 10 seats) Item#: WEBM-01	1	EA	31,534.63	31,534.63
0002	PRISM Non-Buyers Item#: WEBM-03	90	EA	88.52	7,966.80
0003	FPDS-NG Item#: RM-15	1	EA	6,932.83	6,932.83
0004	DBA Support (Silver Plan) Item#: DB-02	1	EA	10,988.47	10,988.47
0005	User Specific Databases Updates Item#: FY-06 Continued ...	1	EA	508.68	508.68

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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NAME OF OFFEROR OR CONTRACTOR
COMPUSEARCH SOFTWARE SYSTEMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	Training: Contract Specialist or Requisitioner. Funded as needed.		EA	0.00	0.00
	FIRST OPTION YEAR September 27, 2010 - September 26, 2011				
0007	PRISM Web (Base 10 seats) Item#: WEBM-01 Amount: \$65,276.67 (Option Line Item) 09/27/2010	1	EA	65,276.67	0.00
0008	PRISM Non-Buyers Item#: WEBM-03 Amount: \$16,491.60 (Option Line Item) 09/27/2010	90	EA	183.24	0.00
0009	FPDS-NG Item#: RM-15 Amount: \$14,350.96 (Option Line Item) 09/27/2010	1	EA	14,350.96	0.00
0010	DBA Support (Silver Plan) Item#: DB-02 Amount: \$22,746.13 (Option Line Item) 09/27/2010	1	EA	22,746.13	0.00
0011	User Specific Databases Updates Item#: FY-06 Amount: \$1,052.96 (Option Line Item) 09/27/2010	1	EA	1,052.96	0.00
0012	Training: Contract Specialist or Requisitioner. Funded as needed. Amount: \$0.00 (Option Line Item) 09/27/2010		EA	0.00	0.00
	SECOND OPTION YEAR September 27, 2011 - September 26, 2012				
	Continued ...				

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COMPUSEARCH SOFTWARE SYSTEMS

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0013	PRISM Web (Base 10 seats) Item#: WEBM-01 Amount: \$67,561.35 (Option Line Item) 09/27/2011	1	EA	67,561.35	0.00
0014	PRISM Non-Buyers Item#: WEBM-03 Amount: \$17,068.50 (Option Line Item) 09/27/2011	90	EA	189.65	0.00
0015	FPDS-NG Item#: RM-15 Amount: \$14,853.24 (Option Line Item) 09/27/2011	1	EA	14,853.24	0.00
0016	DBA Support (Silver Plan) Item#: DB-02 Amount: \$23,542.24 (Option Line Item) 09/27/2011	1	EA	23,542.24	0.00
0017	User Specific Databases Updates Item#: FY-06 Amount: \$1,089.81 (Option Line Item) 09/27/2011	1	EA	1,089.81	0.00
0018	Training: Contract Specialist or Requisitioner. Funded as needed. Amount: \$0.00 (Option Line Item) 09/27/2011 THIRD OPTION YEAR September 27, 2012 - September 26, 2013		EA	0.00	0.00
0019	PRISM Web (Base 10 seats) Item#: WEBM-01 Amount: \$69,926.00 (Option Line Item) 09/27/2012	1	EA	69,926.00	0.00
0020	PRISM Non-Buyers Item#: WEBM-03 Continued ...	90	EA	196.29	0.00

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ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$17,666.10 (Option Line Item) 09/27/2012				
0021	FPDS-NG Item#: RM-15 Amount: \$15,373.10 (Option Line Item) 09/27/2012	1	EA	15,373.10	0.00
0022	DBA Support (Silver Plan) Item#: DB-02 Amount: \$24,366.22 (Option Line Item) 09/27/2012	1	EA	24,366.22	0.00
0023	User Specific Databases Updates Item#: FY-06 Amount: \$1,127.95 (Option Line Item) 09/27/2012	1	EA	1,127.95	0.00
0024	Training: Contract Specialist or Requisitioner. Funded as needed. Amount: \$0.00 (Option Line Item) 09/27/2012 FOURTH OPTION YEAR September 27, 2013 - September 26, 2014		EA	0.00	0.00
0025	PRISM Web (Base 10 seats) Item#: WEBM-01 Amount: \$72,373.41 (Option Line Item) 09/27/2013	1	EA	72,373.41	0.00
0026	PRISM Non-Buyers Item#: WEBM-03 Amount: \$18,284.40 (Option Line Item) 09/27/2013	90	EA	203.16	0.00
0027	FPDS-NG Item#: RM-15 Amount: \$15,911.16 (Option Line Item) 09/27/2013	1	EA	15,911.16	0.00
	Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0028	DBA Support (Silver Plan) Item#: DB-02 Amount: \$25,219.04 (Option Line Item) 09/27/2013	1	EA	25,219.04	0.00
0029	User Specific Databases Updates Item#: FY-06 Amount: \$1,167.43 (Option Line Item) 09/27/2013	1	EA	1,167.43	0.00
0030	Training: Contract Specialist or Requisitioner. Funded as needed. Amount: \$0.00 (Option Line Item) 09/27/2013 FIFTH OPTION YEAR September 27, 2014 - September 26, 2015		EA	0.00	0.00
0031	PRISM Web (Base 10 seats) Item#: WEBM-01 Amount: \$74,906.48 (Option Line Item) 09/27/2014	1	EA	74,906.48	0.00
0032	PRISM Non-Buyers Item#: WEBM-03 Amount: \$18,924.30 (Option Line Item) 09/27/2014	90	EA	210.27	0.00
0033	FPDS-NG Item#: RM-15 Amount: \$16,468.05 (Option Line Item) 09/27/2014	1	EA	16,468.05	0.00
0034	DBA Support (Silver Plan) Item#: DB-02 Amount: \$26,101.71 (Option Line Item) 09/27/2014	1	EA	26,101.71	0.00
0035	User Specific Databases Updates Item#: FY-06 Continued ...	1	EA	1,208.29	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$1,208.29 (Option Line Item) 09/27/2014				
0036	Training: Contract Specialist or Requisitioner. Funded as needed. Amount: \$0.00 (Option Line Item) 09/27/2014 SIXTH OPTION YEAR September 27, 2015 - September 26, 2016		EA	0.00	0.00
0037	PRISM Web (Base 10 seats) Item#: WEBM-01 Amount: \$77,528.21 (Option Line Item) 09/27/2015	1	EA	77,528.21	0.00
0038	PRISM Non-Buyers Item#: WEBM-03 Amount: \$19,586.70 (Option Line Item) 09/27/2015	90	EA	217.63	0.00
0039	FPDS-NG Item#: RM-15 Amount: \$17,044.43 (Option Line Item) 09/27/2015	1	EA	17,044.43	0.00
0040	DBA Support (Silver Plan) Item#: DB-02 Amount: \$27,015.27 (Option Line Item) 09/27/2015	1	EA	27,015.27	0.00
0041	User Specific Databases Updates Item#: FY-06 Amount: \$1,250.58 (Option Line Item) 09/27/2015	1	EA	1,250.58	0.00
0042	Training: Contract Specialist or Requisitioner. Funded as needed. Amount: \$0.00 (Option Line Item) 09/27/2015 Continued ...		EA	0.00	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The total amount of award: \$843,413.70. The obligation for this award is shown in box 26.				

LC 1A CONTRACTOR'S NOTE

Deliveries and/or shipments shall not be left at the Loading Dock. All deliveries shall be considered "inside deliveries" to the appropriate room at the Consumer Product Safety Commission (CPSC) and in accordance with the instructions below. When scheduling deliveries the purchase order number shall always be referenced and all packages shall clearly display the Purchase Order Number on the outside of the cartons and/or packages, to include the packing slip.

ATTENTION GOVERNMENT VENDOR

A. DELIVERY INSTRUCTIONS:

1. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

If the shipment or item being delivered requires use of a loading dock, advance notification is required. The contractor shall contact the Shipping and Receiving Coordinator at (301) 366-7018 or Iris Parks, Facilities Management & Support Services Branch (301) 504-7078, forty-eight (48) hours in advance of the date the items are to arrive to schedule use of the loading dock.

LOADING DOCK HOURS OF OPERATION:

9:00 am to 11:00 am or 1:30 pm to 4:00 pm
Monday through Friday (except holidays)

Please notify contact person if there is a change in the delivery date. For changes, delays, or assistance please contact CPSC as follows:

Facilities Management Support Services (301) 504-7085
and
Project Officer: Li Wang (301) 504-6963

Upon arrival, the driver should contact the CPSC Guard, 301-504-7721, at the loading dock to obtain assistance in using freight elevators and to gain access to CPSC security areas.

2. DELIVERY INSTRUCTION FOR SMALL ITEMS

When delivering or shipping small items, the contractor and/or carrier service shall report to the 4th floor lobby, North Tower, 4330 East West Highway, to sign in with the CPSC guard. Upon completion of signing in, the contractor shall deliver all shipments to the Mail Room. After delivery, delivery personnel shall promptly depart the building.

MAIL ROOM HOURS OF OPERATION:

Monday through Friday (except holidays) – 7:30 am to 5:00 pm

B. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. Taxpayer Identification Number (TIN).
3. Invoice date (use of invoice number in addition to invoice date is prudent but not required).
4. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods or services.
5. Description, price and quantity of goods or services actually delivered or rendered.
6. Shipping cost terms (if applicable).
7. Payment terms.
8. ACH Vendor Information which includes: the Financial Institution, routing transit number, and depositor account number. In addition please specify whether account is a checking account or savings account.
9. Other substantiating documentation or information as specified in the contract or purchase order.
10. Name (where practicable), title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission

4330 East-West Hwy
Bethesda, MD 20814

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

C. PAYMENT

Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in "Billing Instructions," except as follows:

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to the Accounting Officer at (301) 504-7203 or 301-504-7130 or at the following address:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
4330 East-West Hwy
Bethesda, MD 20814

Complaints related to the late payment of an invoice should be directed to Deborah Peebles Hodge, Director, Division of Financial Services at the same address (above).

D. INSPECTION & ACCEPTANCE PERIOD

The Commission at the destination point within three (3) working days after the date of receipt shall inspect all materials/services. The CPSC contact person will transmit disapproval, if appropriate.

E. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Mrs. Germaine Myles (301) 504-7669

F. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

The Purchase Order/Receiving Report (Optional Form 347 or Standard Form 1449) must be completed at the time the ordered goods or services are received. Upon receipt of the goods or services ordered, each item should be inspected, accepted (partial or final) or rejected. The Purchase Order/Receiving Report must be appropriately completed, signed

and dated by the authorized receiving official. In addition, the acceptance block shall be completed (Blocks 32 a, b & c on the SF 1449 and column G and page 2 of the OF 347). The receiving report shall be retained by the requesting office for confirmation when certifying invoices.

G. PROPERTY/EQUIPMENT PURCHASES

In the case of Purchase Orders/Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Purchase Order/Receiving Report must also be immediately forwarded directly to the Facilities Management Chief (Iris Parks) in the Facilities Management Support Services Branch (Room 416A). The transmittal of Purchase Orders/Receiving Reports to the property management officer is critical to the integrity and operation of CPSC's Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 7 years.

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 26, 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 26, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**COMPUSEARCH SOFTWARE SYSTEMS, INC.
End User License Agreement**

This End User License Agreement (the "Agreement") is incorporated by reference in each award issued by a government or commercial business entity ("Customer") to Compusearch Software Systems, Inc., ("Compusearch") based on a quotation or proposal from Compusearch that incorporates this Agreement. This Agreement governs Customer's use of Compusearch's software products identified in the award that incorporates this Agreement, including any scripts, hot fixes, upgrades, Service Packs or Enhancement Releases, or PRISM software builds thereto which Compusearch may provide Customer (the "Software"), as well as any related Documentation or technical data.

1.0 DEFINITIONS

For the purposes of this agreement, the following terms shall have the following meanings:

- 1.1 **"Award"** means the presentation of a purchase agreement or contract to Compusearch; the Customer's acceptance of a bid or proposal from Compusearch.
- 1.2 **"Business Third Party"** means any third party that requires access to the Software in connection with the operation of the Customer's business, including, but not limited to, customers, distributors, system integrators, and vendors.
- 1.3 **"Buyer Seat"** means a seat license for those Users authorized to access the licensed Software in order to perform all functionality provided by the Software, including, but not limited to Requisition/Inbox, Milestones, Solicitations/Bids, Contracts, Simplified Acquisitions (Delivery Orders, Purchase Orders, BPA Setup, and BPA Call), and System Administration Modules (Setup, Utilities, and Bypasses) and the capability to perform research and document assembly. This type of User may also have access to setup data such as office addresses, vendors and other information needed. These Users have access to run reports and other utilities as needed. These individuals are the Users utilizing the solicitation (or equivalent) and/or award (or equivalent) modules of the software.
- 1.4 **"Derivative Works"** means a work based upon one or more of Compusearch's preexisting works, such as its software, images of its software, or its documentation. The documentation or software may be recast, transformed, or adapted. A derivative work may consist of editorial revisions, annotations, elaborations, or other modifications to existing documentation, and/or it may consist of taking screen shots of Compusearch's software and inserting them into documentation.
- 1.5 **"Documentation"** means Compusearch's Documentation, in any medium, which is delivered to the Customer, including Compusearch's manuals, help files, program listings, data models, flow charts, logic diagrams, functional specifications, instructions, and complete or partial copies of the foregoing.
- 1.6 **"End User"** means an individual who is authorized, by the purchase of a Buyer or Non-Buyer seat license to use the Software as delineated in this Agreement.
- 1.7 **"Non-Buyer Seat"** means a seat license for those users authorized to access the

licensed Software solely for the purpose of creating and submitting purchase requisitions (or equivalent); to approve or review purchase requisitions; and/or to record the receipt of goods or services. This type of User does not create or work with solicitations (or equivalent) and/or awards (or equivalent).

- 1.8 "Normal Business Hours"** means Monday through Friday, 8:00 AM to 5:00 PM ET, exclusive of Federal Government holidays and the day after Thanksgiving.
- 1.9 "Production Instance"** means the PRISM system used to process an organization's daily work—its real time operations, and it is inclusive of the 'live' PRISM instance, the 'ad-hoc' PRISM instance, and the corresponding servers which service this system.
- 1.10 "Proposal"** means a written offer from Compusearch which contains specifications, prices, terms and conditions, and warranty arrangements, to a prospective buyer.
- 1.11 "Proprietary Information"** means information reasonably identifiable as the confidential and proprietary information of Compusearch or the Customer or their licensors excluding, any information which: (a) is or becomes publicly available through no act or failure of the other party; or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; or (c) becomes independently available to the other party as a matter of right.
- 1.12 "Seats"** means the total of all Buyer Seats and Non-Buyer Seats licensed by the Customer.
- 1.13 "Service Pack"** means a collection of updates, fixes and/or enhancements to the Software delivered in the form of a single installable package.
- 1.14 "Release"** means each issuance of the Software, excluding Third Party Database and Third Party Software, identified by the numerals to the left of the decimal point (e.g., 6.0, 7.0).
- 1.15 "Software"** means (i) all software developed by Compusearch or its licensors and delivered to the Customer hereunder inclusive of object code versions; (ii) any Releases, Versions, or Service Packs of the Software as contemplated by this License; and (iii) any complete or partial copies of the foregoing. "Software" includes Third Party Software (except where otherwise stated in this Agreement) but does not include Third Party Databases.
- 1.16 "Subscription License"** means a type of license in which the End User receives the right to use the Software for a specific period of time.
- 1.17 "Third Party Software"** means third-party proprietary Software licensed through Compusearch to the Customer.
- 1.18 "Use"** means to load, execute, access, employ, utilize, store, or display the Software.

- 1.19 "Version"** means each issuance of the Software, excluding Third Party Software, identified by the numeral to the right of the decimal point (6.0).
- 1.20 "Warranty Period"** means the time during which the Limited Warranty provided under this Agreement shall be in effect.

2.0 LICENSE GRANT

- 2.1** Compusearch hereby grants to the Customer, subject to the terms and conditions of this Agreement, [a perpetual, non-exclusive, non-transferable license] -OR- [a term-based, non-exclusive, non-transferable subscription] to use the Software in connection with Customer's business operations.
- 2.2** If Customer is the End User of the Software, this Agreement permits Customer to install one production copy of the Software and allow concurrent use of such Software by the number of Customer employees and contractors for whom Customer has purchased Buyer or Non-Buyer Seats.
- 2.3** If Customer is procuring the Software for purposes of sub-licensing it to other End Users, this Agreement permits Customer to install one production copy of the Software on behalf of the End User identified in the Proposal, in accordance with the terms of the Proposal and any contract between Customer and Compusearch regarding the installation or integration of the Software for such End User.
- 2.4** Customer is responsible for ensuring that all Users provided access to the software by Customer (other than Compusearch employees, consultants, or agents), shall use the Software only in accordance with the terms of this Agreement.
- 2.5** This license does not permit the Customer to: (i) Use the Software, or Third Party Software for a service bureau application (unless Customer operates a Government Center of Excellence and acquires the Software pursuant to Compusearch's GSA Schedule Center of Excellence pricing and license terms); or (ii) sublicense, or rent the Software or Third Party Software except as specifically authorized by this Agreement. Use of Third Party Software products is limited solely to use in connection with Compusearch products and the data related specifically to the bundled products.
- 2.6** Customer may provide Business Third Parties with access to the Software provided: (i) each Business Third Party first executes a non-disclosure agreement provided by Compusearch; (ii) all Business Third Parties accessing the Software shall be licensed as Users; (iii) in no circumstances shall Business Third Parties use the Software to operate or manage the business of such Business Third Parties; and, (iv) such use shall not constitute an unauthorized exportation of any Compusearch Proprietary Information under U.S. Government laws and regulations.

During Normal Business Hours and at any time during which the Software, Documentation, Third-Party Software, or Compusearch Proprietary Information are being utilized, Compusearch, or its authorized representative or licensors, shall have the right upon reasonable advance notice to audit and inspect the Customer's

utilization of such items, in order to verify compliance with the terms of this Agreement. If Compusearch Proprietary Information is given to Business Third Parties pursuant to this Agreement, the Customer shall secure the right for Compusearch to audit such Business Third Party as specified in this Paragraph.

- 2.7** In the event the Customer terminates any award for Software prior to acceptance or payment, the Customer shall immediately cease use of all Software, Documentation and any other ordered products and shall irretrievably delete and/or remove such items from all computer hardware and storage media. Within thirty days after any termination, the Customer shall deliver to Compusearch at Customer expense or destroy all copies of the Software, Documentation and any other ordered products in every form. An authorized representative of the Customer shall certify in writing to Compusearch that it has performed the foregoing.
- 2.8** The Customer acknowledges that ownership of and title in and to all intellectual property rights, including patent, trademark, service mark, copyright, and trade secret rights, in the Software, Documentation and any Compusearch Proprietary Information provided to Customer are and shall remain in Compusearch and its licensors. The Customer acquires only the right to use the Software, Documentation, and Compusearch Proprietary Information according to the terms of this Agreement.
- 2.9** The Customer shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software. Notwithstanding the foregoing, Customer may make one (1) copy of the Software solely for back-up purposes.
- 2.10** The Customer agrees to insert in all copies of the Software as modified all copyright, trade secret, or other notices thereon or therein as Compusearch may from time to time direct.
- 2.11** The Customer agrees that any and all ideas, concepts, or other intellectual property rights related in any way to the techniques, knowledge or processes of services provided by Compusearch relating to the Software license(s) purchased pursuant to this Agreement are the exclusive property of Compusearch. Compusearch shall have the sole and exclusive right, title and ownership to such intellectual property.
- 2.12** Customer shall not develop any modification to the Software without Compusearch's express, written consent. Should Compusearch agree to such modification, the Customer shall have all rights, title, and interest in such modification subject to Compusearch's rights in the Software. The Customer agrees that such modification will be used solely in connection with Customer operations, and that such modification will not be marketed, licensed or sublicensed, sold, assigned, or otherwise transferred or made available to any third party or other entity, without the express prior written consent of Compusearch, which consent shall be within the sole discretion of Compusearch. The Customer agrees to offer Compusearch the right to negotiate a license to or assignment of such modification and, if Compusearch elects, in its sole discretion, to pursue a license or assignment, the parties shall negotiate in good faith a mutually agreeable license or other arrangement for such rights. In the event the parties cannot agree to a mutually

agreeable license or other arrangement for such rights, the Customer may continue to use the modification as permitted by this Agreement. Compusearch shall have no liability based upon any Customer modification to the Software, including but not limited to liability based on violations of intellectual property rights, degradation of Software performance, or any increases in the cost of Software Maintenance. Compusearch shall have no obligation to maintain or support any Customer modification, and reserves the right to increase its Maintenance price to Customer or terminate this Agreement upon ten (10) days prior written notice to Customer based on the Customer's use of a modification in connection with the Software. In the event of termination by Compusearch, Customer shall be entitled to a pro-rata refund of any paid but unused Maintenance charges but shall not be entitled to any refund of license fees.

Restrictions. Customer may not rent, lease, assign, loan, or otherwise transfer the Software. Customer may not reverse engineer, decompile, or disassemble the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law. Customer may not download, export, or re-export the Software in violation of applicable law, including export control law.

- 2.13** In the event Compusearch develops either independently, or jointly with the Customer, any modification to the licensed Software, such modification will be the exclusive property of Compusearch, and, if licensed by Compusearch to the Customer under this Agreement, the Customer will not grant, either expressly or impliedly, any rights, title, interest, or licenses to such modifications to any third party.
- 2.14** Should Customer choose to license the Software via a Subscription License, such license shall include both the Software and associated maintenance for the Software being licensed. If, however, at any time during the term of the Subscription the Customer terminates the lease, use of the software by the Customer shall cease on the effective date of the termination. Notice of termination shall be in writing, thirty (30) calendar days in advance. Upon termination of the lease, or at the end of the term of the Subscription, all software shall be removed from the Customer's servers, and the Customer shall certify to Compusearch in writing that the aforementioned actions have been taken.
- 2.15** Purchase of either a perpetual license or a subscription pricing plan to Compusearch's software hereby entitles Customer to make screen shots of, and to prepare instructional materials regarding Compusearch's software ("Instructional Materials") solely for the use of the Customer, and such Business Third Parties who are authorized by the Customer in writing. Such authorization shall be subject to the restrictions contained in this paragraph, to use or make screen shots and Instructional Materials that will be used by the Customer and its authorized Business Third Parties solely in the performance of the Customer's work. Under no circumstances shall the Customer use or develop screen shots or Instructional Materials for commercial purposes, nor shall it sell, license, copy or distribute the same to any third party except as expressly permitted by this paragraph. The restrictions contained in this paragraph on the use, licensing, sale and development of screen shots and Instructional Materials shall be incorporated into any contract between the Customer and its authorized Business Third Parties. The license

granted herein shall only apply to the creation and modification of documentation in the form of screen shots and other Instructional Materials, and shall in no event authorize the Customer or any Business Third Party to modify Compusearch's software or to prepare any derivative works therefrom. As a condition of this license, all copyrights in any Instructional Materials that incorporate screen shots of Compusearch's software shall be assigned to, and owned by Compusearch. Compusearch's trademarks, copyrights and service marks shall remain the sole property of Compusearch, and no rights therein are conveyed by this agreement. Any screen shots and Instructional Materials created by Customer or any Business Third Party shall contain the following legend which shall be prominently displayed on the cover page or electronic equivalent:

"This material was prepared by _____ (name of author) who bears sole responsibility for its contents. The software manufacturer, Compusearch Software Systems, Inc., has not prepared or reviewed this material, and disclaims all liability for its contents."

- 3.0 Term.** Unless otherwise indicated in the Proposal, the license granted herein is effective until terminated by Compusearch, upon thirty (30) days prior written notice to Customer in the event of any breach by Customer that is not cured within such notice period, or until the end of the Subscription Period as defined in the Proposal.
- 4.0 Copyright.** The Software is owned by Compusearch and its suppliers or licensors and is protected by United States copyright laws and international treaty provisions. Customer may not use, copy, or distribute the Software or any screenshots of the Software without authorization. Customer may make one copy of the Software solely for backup or archival purposes, provided that Customer reproduces and includes on such copy the U.S. Government Rights in Technical Data and Computer Software Legend (see below) and the following copyright notice: "© Compusearch 2009. Unpublished – rights reserved under the Copyright Laws of the United States." Customer may not, without written consent from Compusearch, copy the Documentation or technical data accompanying the Software, or print copies of any such Documentation or technical data provided in "online" or electronic form.
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- 6.0 Limited Warranty.** Compusearch warrants that the media on which the Software is furnished will be free from defects in materials and workmanship under normal use for a period of thirty (30) days from the date of receipt ("Warranty Period"). This limited warranty is void if defects resulted from accident or abuse of the media. Compusearch's entire liability and Customer's exclusive remedy

under this warranty will be replacement of the defective media that does not meet Compusearch's limited warranty and that is returned to Compusearch or a Compusearch's authorized representative within thirty (30) days after the expiration of the Warranty Period. If Compusearch is unable to replace the defective media, Customer may terminate this Agreement by returning the Software, and Compusearch will promptly refund the license fee paid in connection with such Software. Any replacement Software will be warranted for a period of thirty (30) days. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHERS THAT VARY FROM STATE TO STATE. Any databases or other data products licensed by Compusearch (including, but not limited to, databases of Federal Acquisition Regulations and contract clauses) are furnished "as is" with no representation or warranty that such databases are accurate, complete or current.

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7.0 Limitations of Liability. Customer's sole and exclusive remedies for any damages or loss not covered by the Limited Warranty set forth above, and that is in any way connected with the Software or services furnished by Compusearch and its licensors, whether due to Compusearch's negligence or breach of any other duty, shall be, at Compusearch's option: (i) to bring the performance of the Software into substantial compliance with functional specifications, if any, that are incorporated in the applicable contract; (ii) re-performance of services at a price permitted by the applicable contract's inspection clause; or (iii) return of an appropriate portion of any payment made by the Customer with respect to the applicable portion of the Software or services.

Compusearch Not Responsible. Compusearch will not be responsible under this Agreement for: (i) any alteration of the Software to fit the particular requirements of the Customer; or (ii) the correction of any defects resulting from modifications or as a result of misuse of the Software by the Customer; or (iii) preparation or conversion of data into the form required for use with the Software; or (iv) ensuring the security of Customer's networked installation of the Software.

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COMPUSEARCH MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER.

- 8.0** Customer agrees to comply with all applicable U.S. export control laws in connection with its use and any transmission of the Software and Documentation.
- 9.0** This Section only applies if the Customer is a commercial business entity. This Agreement is governed by the laws of the United States and the Commonwealth of Virginia, without reference to conflict of laws principles. Any disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the federal and state courts located within the Commonwealth of Virginia, and Customer and Compusearch each hereby consent to the personal jurisdiction of such courts and to venue in such courts. Neither party's failure or delay in exercising any of its rights will constitute a waiver of such rights unless expressly waived in writing. This Agreement may not be assigned by either party by any means, including without limitation, by operation of law or merger, without the prior written consent of the other party. Any attempted assignment of this Agreement in violation of this Section shall be void. This Agreement may not be amended except by written agreement signed by authorized representatives of both parties.
- 10.0 Proprietary Information.** The receiving party agrees to use the disclosing party's Proprietary Information solely for the purpose of performing the work described in a proposal submitted to

Customer by Compusearch, and to protect such Proprietary Information using at least the same degree of care that it uses to protect its own confidential and proprietary information, but in no event less than reasonable care. The receiving party agrees not to disclose, publish or disseminate Proprietary Information to anyone other than those of its employees and consultants who have a need to know in order to accomplish the work described in Compusearch's proposal. Except as expressly set forth herein, no license or other rights to Proprietary Information are granted or implied hereby and the disclosing party retains all of its rights therein. All Proprietary Information is provided "AS IS" without any warranty, express or implied or otherwise, regarding its accuracy or performance. The Section 10.0 shall survive any termination or expiration of this Agreement. Either party may demand the prompt return or destruction (and certification of such destruction) of its Proprietary Information by the other party at any time during the performance of this Agreement. In the event of any conflict between this Section 10.0 and any data rights clause included in any contract between Compusearch and a U.S. Government customer, the data rights clause shall prevail.

11.0 Maintenance. Software maintenance does not include maintenance for Third Party Software, nor does it cover the creation of Data Manipulation scripts. By purchasing Compusearch's Maintenance, the Customer will receive all Software Versions and Service Packs (but not Releases) that Compusearch issues during the subscription period as well as telephone and help desk support during Normal Business Hours. The foregoing shall not obligate Compusearch to issue Versions or Service Packs. In the event that the Customer discontinues Compusearch's Maintenance, and then decides to obtain such service in any subsequent year, the Customer must pay Compusearch for the then-current Maintenance period and also the Maintenance service charge for each prior year in which the Customer failed to order Maintenance service from Compusearch.



PRISM SOFTWARE MAINTENANCE PLAN

Software Maintenance

To provide all customers with the most effective and comprehensive software maintenance and support available, our support personnel will carry out the support tasks policies detailed within the document. Our support department will respond to PRISM questions on functionality and potential defects. They will keep the client informed when a defect goes to the CCB, what the CCB determination and when the CCB approved defect is released in a COTS version. The client representative will communicate when new service packs and major releases are available.

General Maintenance and Support Systems

Through the PRISM Annual Maintenance Subscription service, a customer will receive unlimited telephone and email support, product upgrades, new COTS enhancements and bug fixes for the PRISM software product.

Compusearch has established a series of problem-resolution systems designed to provide efficient and continuous support to all authorized users at all levels. These systems include the following:

Support Help Desk

1-800-899-6665 or Support@compusearch.com

The Compusearch team will provide telephone support through our Help Desk trained personnel. Staffed Monday through Friday, except Government holidays and the day after Thanksgiving, from 8:00 a.m. to 5:00 p.m. (EST). Calls and emails from clients are logged and assigned to a Support Representative. Based on the call volume, calls may go into a queue in order of receipt and priority.

Keeping the lines of communication open between Compusearch and our clients has been the key to our success in the procurement and grants arena. To maintain this relationship, Compusearch has instituted a number of communication vehicles:

Focus Group Meetings

Here clients can learn of future software plans, interact with other users, and have face-to-face contact with Compusearch's team.

Web Site (www.compusearch.com)

Our web site has all the information on Compusearch, access to support and more.

PRISM Information email distribution

Client can sign up to receive emails on PRISM information. Emails include PRISM Alerts, Surveys, invitations to focus groups and other important PRISM information.

Installed Software Support

Compusearch is committed to providing maintenance and support services for PRISM within the requirements of the contract.

Designated Points of Contact. The Compusearch Support is the designated point of contact concerning software problems notification or information request/dissemination.

Acknowledgement of Receipt of Problem. Users who email support (support@compusearch.com) will receive an acknowledgement of the email within one (1) hour. Users who call support (800-899-6665) will receive a response within four(4) business hours.

Help Desk Support Tracking System. All calls to support by users will be logged with the following information:

- Name, email and phone number of the caller
- Agency code
- Date and time of the call
- Description of the problem

In addition to the information gathered by Support when the call was received, the following information will be tracked and reported on each call:

- Identification of support staff assigned to resolve the problem
- Description of the resolution
- Date and time of the resolution

Help Desk Support Duration. Our Help Desk will be available and fully functional immediately upon execution of the maintenance subscription agreement and will remain in place for the duration of the contracted period of performance for email and telephone support.

Status Reporting. Users will be continually updated with status information for all fatal and critical queries requiring further analysis.

Problem Response Criteria

The Compusearch Team understands the need for timely closure on requests for maintenance and support services. Requests for maintenance and support services will be reported by telephone or email to the Support by the customer. Requests for assistance that cannot be fully resolved immediately will be recorded and logged into our Software Call Tracking System for action.

Software Problem Resolution

All software problems, regardless of how they are resolved, will be logged in our Software Call Tracking System and evaluated by our Customer Support Help Desk. If applicable, a Responsibility Center Manager is also informed of these items.

Corrections to Software Defects

Each week, the PRISM Change Control Board (CCB) will review all of the new SCRs and give them a priority rating. (Note: Items that are "production down" receive immediate attention and do not wait for the weekly CCB meeting.) The following table defines the ratings.

Priority	Definition
P0	<p>Rapid Response Issue defined as a work stoppage issue with no work around that affects all users using a core business function</p> <ul style="list-style-type: none"> • Loss of core business function – AND – • No work around – AND – • Affects all users using the problematic area – AND – • Consistently repeatable
P1	<ul style="list-style-type: none"> • Core business function – AND – • Not working as designed – AND – • Difficult workaround that requires intervention from another user/group – AND – • Affects all users using the problematic area – AND – • Consistently repeatable
P2	<ul style="list-style-type: none"> • Impeded non-core business function with no work around and that is consistently repeatable – OR – • Core business function with a viable workaround – OR – • Core business function that is not often repeatable – OR – • Core business function that is working as designed but may be problematic to the user
P3	<p>The P3 priority rating applies when the issue impedes:</p> <ul style="list-style-type: none"> • A non-core business function with difficult work around or not often repeatable – OR – • Core business function that is not repeatable
P4	Impeded non-core business function with viable work around

If the CCB does not have enough information to make a priority determination, Support will contact the client to get more information. Once the information is received, the SCR will be included for discussion at the next CCB.

Software Updates and Upgrades

We will provide product upgrades developed by Compusearch to maintain PRISM's market leadership. Compusearch will support questions on an upgrade via phone or email. Onsite support is not covered under standard PRISM maintenance. The following are the types of PRISM releases.

Enhancement Release

Enhancement releases, also referred to as ".x" (read: dot x), contain changes that might affect the general user experience, such as:

- New COTS enhancements funded by clients (i.e., customizations)
- New regulatory changes such as IAE initiatives and SF form changes
- Bug fixes that affect the general user's experience
- Some P2, P3 and/or P4 issues

Enhancement releases will occur approximately twice per year with a planned beta period prior to general release. An enhancement release will include service packs for the prior version up to a date prior to general release of the enhancement release.

Service Pack

Service packs will primarily contain critical fixes that are rated P0 or P1. Service packs will be released approximately every six to eight weeks. Small P2 or P3 issues that are resolved while fixing a P0 or P1 might be included. However, this will be the exception, not the rule.

The service pack program is designed to ensure an agency's comfort when upgrading to a service pack since it will contain only critical fixes and will not impact the general user experience. Additionally the reduced frequency of service packs will allow for more time on regression testing the service pack before release.

Service packs will continue to be available on the Compusearch website.

Hot Fix

In the event that a P0 issue is reported that affects all clients, Compusearch may at its own discretion release a hot fix to a service pack or enhancement release. Hot fixes will only be for issues that are rated as a P0 and affect a key process in committing or obligating money in PRISM.

If more than one hot fix is released for a specific service pack or enhancement release then the new hot fix will be cumulative. For example, the second hot fix will include the first hot fix. The second hot fix will not be released alone.

In accordance with standard software practices, if a fix for an issue is available in a later service pack, it is expected that the agency will migrate to the service pack that contains the fix. By focusing the content of all service packs on critical issues (and excluding functional changes) it is the intent that moving to service packs will be a low-risk process for every agency. If an agency wants a fix that is scheduled for a service pack or an enhancement release prior to that service pack or enhancement release or a fix for a specific version of PRISM, these fixes will be performed at a cost to the agency. If the agency pays for the fix, then the fix may be released as a hot fix.

COTS hot fixes will be available on the Compusearch website. A PRISM alert, for those registered on our LISTSERV, will notify users when a COTS hot fix is required and when the hot fix is available.

Agency Specific Branch

When an agency orders a new customization or pays for fixes to a specific PRISM version, Compusearch will create a new, temporary branch to a specific version of PRISM code and will make the changes to that version of PRISM. Once the changes are ready for release to the client, the agency specific branch will be given to the client. The agency will be able to test the changes for acceptance. Once the agency accepts the changes, the agency specific branch will be scheduled for inclusion in the next available enhancement release. The agency specific branch will not be folded into a service pack. Until the agency specific branch is folded into the enhancement release, the agency cannot install any service packs. Once folded into the enhancement release, the agency will be back on the "COTS code line" and then may install service packs or hot fixes. It is expected that agencies will move to the next available enhancement release as soon as practical to enable them to receive service packs and hot fixes as needed.

Agencies that are operating on an agency-specific branch will be eligible to receive hot fixes that address P0 issues in their production environment. Service packs and non-critical fixes will be available once the client returns to the COTS line.

Maintenance and Support

After PRISM has been installed and training implemented, an approach for supporting continued maintenance must be in place which outlines a comprehensive approach to addressing the long term support requirements of your installation.

We know that procurement and grants is not a static environment, especially with pending changes and the initiatives that are driven by the Integrated Acquisition Environment (IAE) and other federal mandates. In response to such a dynamic environment, Compusearch continually refines PRISM to take advantage of the latest advances in technology, providing our customers enhanced product features on an ongoing basis. This makes for a customer base whose needs are being met now and in the future in the most efficient way possible.

All our customers receive COTS updates and service packs as part of the maintenance cost. Current technologies will be evaluated against current configuration and recommendations for platform enhancements will be made.

Upon exercising an Option Year, the customer will receive from Compusearch a cost quote for continued maintenance support.

In the event that a Customer discontinues Compusearch's Maintenance, and then decides to obtain such service in any subsequent year, the Customer must pay Compusearch for the then-current Maintenance period and also the Maintenance service charge for each prior year in which the Customer failed to order Maintenance service from Compusearch.

De-Supporting our Software Products

Similar to the standard practices of other commercial software companies, when Compusearch releases a new version of our software, we announce a de-support date for older versions of our software. We will post the announcement on the Compusearch client portal, and we will send an automated email to our contacts within your organization. Our policy is that we will de-support an older version of our software eighteen (18) months subsequent to the release of the newer version. De-supporting an older version of our product means that we will not be releasing any service packs for that version subsequent to the de-support date, nor will help desk support or bug fixes be provided.

Should you require support from Compusearch for your older instance of PRISM after the announced de-support date, this support will be available on a time and materials basis. Compusearch support that can be ordered on a T&M basis includes help desk support and assistance resolving software bugs.

The reason that Compusearch ceases to support an older version of our software is twofold: 1) We do this to encourage the customer to upgrade to a newer version of the software (which in our case is provided at no additional charge provided the customer continues to pay maintenance); and, 2) to focus our internal resources on supporting the newer versions of the software, and the development of future versions. It is economically not feasible for a software company to continue to support numerous versions of its software.

By continuing to pay maintenance, your organization will receive, when it is ready to move to a newer version of the software, all of the service packs issued for that newer version of the software from the time it was released to the time your organization decides to upgrade.

***** -COMM. JOURNAL ***** DATE MAR-25 2010 ***** TIME 11:50 *****

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U.S. CONSUMER PRODUCT SAFETY COMMISSION

DIVISION OF PROCUREMENT SERVICES

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FAX TRANSMITTAL

TO: Lisha Lee / Virginia Baxter, Director of Contracts

FAX #: 703-997-4289

FROM: GERMAINE MYLES - Contract Specialist
TELE: (301) 504-7669
FAX: (301) 504-0628

DATE: March 25, 2010

SUBJECT: Delivery Task Order CPSC-F-10-0027 to contract GS-35F-0585J.

PAGES: INCLUDING THIS COVER PAGE.
27

COMMENTS/MESSAGE:

Attached is delivery task order CPSC-F-10-0027 to contract GS-35F-0585J to renew the PRISM Software and Support services for the Consumer Product Safety Commission.

This is a bilateral order. Please sign blocks 30a, 30b, 30c and return to me.

Confirm receipt of this document. 301-504-7669.

Please contact me if you have any questions.