

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

COGNOS 8 BI LICENSE ROLE DEFINITIONS

“BI Remote Recipient” license means Licensee may permit the specified number of Named Users to: access reports via email, wireless devices, paper or other media where such reports have been customized or otherwise personalized for such user’s use and distributed directly to the user by a delivery mechanism outside of the Cognos Connection Portal and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

“BI Recipient” license means Licensee may permit the specified number of Named Users to: access through Cognos Connection Portal solely to select reports, view reports and set personal preferences (for languages, time zones etc.) and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

“BI Consumer” license means Licensee may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); and (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive Event Studio notifications; and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

“BI Business Author” license means Licensee may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive Event Studio notifications; and (iii) use the Query Studio module and functionality; and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

“BI Professional Author” license means Licensee may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive Event Studio notifications; and (iii) use the Query Studio and Report Studio modules and functionality; and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

“BI Business Analyst” license means Licensee may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive Event Studio notifications; and (iii) use the Analysis Studio module and functionality; and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

“BI Business Manager” license means Licensee may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive Event Studio notifications; and

(iii) use the Metric Studio and Metric Designer modules and functionality; and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

“BI Professional” license means Licensee may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive Event Studio notifications; and (iii) use the Query Studio, Report Studio, Analysis Studio, Metric Studio, Metric Designer and Event Studio modules and functionality; and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

“BI Administrator” license means Licensee may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive Event Studio notifications; (iii) use the Query Studio, Report Studio, Analysis Studio, Metric Studio, Metric Designer and Event Studio modules and functionality; (iv) administer the Cognos BI Software environment in relation to server, security and report scheduling administration and the ability to model metadata via Framework Manager; and (v) use the OLAP Builder, OLAP Modeler, and Map Manager modules and functionality; and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

COGNOS 8 BI ADD-ON ROLES AVAILABLE ONLY FOR ADD-ON FUNCTIONALITY TO OTHER BI ROLES

“Analysis Studio User Add-on” license means Licensee may permit the specified number of Named Users that have the specified base Cognos BI license rights to also use Analysis Studio Software, and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

“Metric Studio User Add-on” license means Licensee may permit the specified number of Named Users that have the specified base Cognos BI license rights to also use Metric Studio and Metric Designer Software, and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

“Event Studio User Add-on” license means Licensee may permit the specified number of Named Users that have the specified base Cognos BI license rights to also use Event Studio Software, and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

“Query Studio User Add-on” license means Licensee may permit the specified number of Named Users that have the specified base Cognos BI license rights to also use Query Studio Software, and Licensee will configure the Software to ensure that those users are restricted from using any other Software functionality.

OTHER DEFINITIONS

“Base Configuration” means the Licensee shall have the right to deploy the Software as follows: 1 Production Data Manager Engine and all currently available Native Database Drivers, ODBC Drivers, Flat File Drivers, together with unlimited database source connections, unlimited Target RDBMS, Microsoft OLAP Services exports (WinNt only). Licensee may deploy the Data Manager Engine on a single Windows or UNIX network server on no more than the licensed number of microprocessors.

“Named User” means an individual who is authorised by Licensee to use the specified Software, deployed through a corresponding Related Server, whether or not that individual is logged on to that Software.

“Related Server” means a reasonable number of copies of the corresponding Windows or UNIX or then current supported platform of the network server Software required solely to allow Licensee to deploy and support the applicable Named Users licensed pursuant to this Order Agreement in a production environment.

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the Cognos commercial product specifications and the requirements of this contract. Licenses shall be deemed accepted upon delivery. The ordering activity reserves the right to inspect or test any software that has been accepted in accordance with the warranty provision of this contract. 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 in accordance with the warranty provisions of this contract; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

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

Contractor warrants that: (a) it has the right to grant the license to use the software as set out in this contract; (b) for a period of thirty (30) days following the initial delivery of the software, or of any new release of the software, to the ordering activity: (i) the software will perform in conformity with its published documentation, and (ii) the media provided by Contractor will be free of defects in workmanship; (c) there are no data issues that will impair the reporting of data or the proper functioning of the software in accordance with its specifications before, during, or after the year 2000, including February 29, 2000, excluding any impairment caused, present or inherent in the data, database or native file system that the software accesses (including, but not limited to, dates or date formats that are not century aware); (d) the software will function in accordance with its published documentation in each of the currencies, including the Euro, constituting the European Monetary Union ("EMU"), and enable a user to process its data in accordance with the legal framework implementing the EMU, excluding any malfunction caused, present or inherent in the data, database or native file system that the software accesses; (e) the software and the medium on which it was originally provided to the ordering activity is free from any virus at the time of delivery; and (f) maintenance and services will be provided with reasonable skill and care conforming to generally accepted software industry standards.

b. THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE.

c. If the above warranties are breached, Contractor will, at its option and at no cost to the ordering activity, (a) provide remedial services necessary to enable the software, maintenance or services to conform to the warranty, or (b) replace any defective software or media, or (c) refund amounts paid in respect of the defective software, maintenance or services. Contractor's warranty obligations will only extend to material errors that can be demonstrated to exist in an unmodified version of the software except where the modifications were carried out by Contractor or with its approval. The ordering activity will notify Cognos promptly in writing of any breach of warranty. The ordering activity will provide Cognos with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. The remedies set out in this subsection are the ordering activity's sole remedies for breach of the above warranties.

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.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity that has subscribed to maintenance for the applicable software, shall provide a hot line technical support number 800-637-7447 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:30 a.m. to 8:30 p.m. Eastern Time.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

Standard support offers a range of support services and includes the investment protection value of new releases of Cognos software. Standard support is a comprehensive package designed to meet the needs of the majority of customers. The major components include major releases and maintenance releases of Cognos software, access to Cognos' award-winning Web Support (<http://support.cognos.com/en/support/>), and telephone support during business hours. The table below shows the complete list of Standard Support components:

New Software Releases and Documentation
Maintenance Releases
Patches
Two (2) Support Contacts
Unlimited Case Logging - Access via Web or telephone for number of contacts designated by plan
Web Support (http://support.cognos.com/en/support/)
Supportlink Magazine (for each designated contact)
Product Enhancement Program
Case Status Tracking via the Web

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF AND MAINTENANCE (132-34)

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

b. Maintenance may be discontinued by the 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 maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering 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.

6. UTILIZATION LIMITATIONS - (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) Contractor grants to ordering activity a perpetual, non-exclusive, non-transferable (except as otherwise provided herein) license to use the software described in a Schedule in the applicable jurisdiction. Each copy of the software and any upgrade or new release of the software provided to ordering activity is subject to the provisions of this contract. Contractor will deliver to ordering activity a set of master media for the current version of each item of software from which ordering activity may copy the software as licensed. Software licenses are by hardware (computers, CPU's or servers) or the number of copies or users. 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, accessing up to the number of licenses purchased. 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, up to the number of licenses purchased. 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 6.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.

7. SOFTWARE CONVERSIONS - (132-33)

Not commercially available.

8. 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.

9. RIGHT-TO-COPY PRICING

Right-to-copy licenses are not offered commercially.