





C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

3) **Installation and Acceptance.**

- a) **Installation.** Licensor shall deliver the Software for installation. Licensee shall provide, at its own expense, all hardware and will install the Software substantially conforms to the description of the Software in its contract when the Software is placed in productive use by Licensee, but in no event later than the date of delivery ("**Acceptance**").
- b) **Acceptance.** Acceptance shall be deemed to occur when the Software is placed in productive use by Licensee, but in no event later than the date of delivery ("**Acceptance**").

4) **Term and Termination.**

- a) **Term.** This Agreement shall commence on the Effective Date and shall continue in effect for a period of ( ) years. Maintenance and Support Services shall begin upon conclusion of the term and shall continue as long as the annual Maintenance Fees are paid and the Agreement is in effect.
- b) **Termination for Material Breach.** Licensee shall terminate this Agreement upon thirty (30) days written notice and failure to cure after thirty (30) days.

Licensor for Material Breach and Licensee shall perpetually retain a license to use the Software pursuant to the terms herein. If Licensee fails to abide by the terms and conditions contained herein, Licensor retains the right to terminate the license as per the terms of this Agreement.

Material will be deemed to exist, are from any source and any information that is generated or processed by the Software, if it has been paid by Licensor, Licensee shall be deemed to have accepted applicable accompanying documentation, and Licensee shall be deemed to abide by the terms and conditions of the license as per the terms of this Agreement.

5) **Fees and Charges.**

- a) **License Fees.** Licensee shall pay License Fees for the Software license. License fees shall be due as follows: upon the Effective Date of this Agreement and ( ) days after the Effective Date of this Agreement.
- b) **Maintenance Fees.** Licensee shall pay an annual maintenance fee ("**Maintenance Fee**") of US\$ ( ) for Maintenance. The annual Maintenance Fee shall be paid in advance, commencing at the Effective Date and continuing each anniversary thereafter. Maintenance Fees are non-refundable and shall be paid annually on time to time by no more than 10% per annum.
- c) **Professional Services Fees.** Licensee shall pay Professional Service Fees to Licensor as set forth in Exhibit A.
- d) **Travel Expenses** which are prearranged shall be reimbursed at the rate of US\$ ( ) per day per person for Professional Services ("**Per Diem**"). The Per Diem is non-refundable and shall be published by the U.S. Government from time to time in accordance with rates for Professional Services are being performed.
- e) **Payment Procedures.** Licensee shall pay Fees set forth above and in any Work Order. Unless otherwise stated in a Work Order, all payments are due upon receipt of invoice. Payments received later than ( ) days after invoice shall be subject to annual interest at the rate of 18% or more per annum.





Software and shall not be changed except by written agreement signed by an officer of Licensor.

**IN WITNESS WHEREOF**, the parties hereto have caused this Software License and Services Agreement to be executed as of the Effective Date.

*[Insert name of Licensor]*

*[Insert name of Licensee]*

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**Professional Services Work Order**

*(Insert description of Software specifications, customization or other services)*

# PREVIEW

As of \_\_\_\_\_ (“  
Software License and Services Ag  
 (“Licensee”).

Except as otherwise expressly  
remain in full force and effect. The  
assigned to such terms in the Agre  
constitute a single contract. If any  
terms of the Work Order shall sup

IN WITNESS WHEREOF, Lic  
date set out below.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Work Order is entered into as a supplement to the  
dated as of \_\_\_\_\_ between

r terms and conditions of the Agreement shall  
is Work Order shall have the same meaning  
r, together with the terms of the Agreement, shall  
conflict with the terms of the Agreement, the

executed this Work Order to the Agreement on the

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



the other in connection with such Maintenance and Support Services except that Licensor shall reimburse to Licensee the pro rata share of the applicable Maintenance Fee paid for the annual period in which the Maintenance and Support Services were terminated.

- g. **No Obligation Regarding Old Versions.** Licensor shall have no obligation to fix Errors in any version of Software other than the most current version of such Software and the immediately preceding version of such Software.

