

**Terms and Conditions**  
**Applicable to the Installment Purchase Plan**  
**For Microsoft Licenses and Subscriptions**  
**under**  
**Delivery Order No. TBD("Delivery Order")**  
**to Contract No. TBD**  
**between**

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("Government")  
and  
Insight Public Sector  
("Contractor")

**1. STATEMENT**

It is understood by all parties to this contract that this is a Thirty Six (36) month Installment Purchase Plan ("IPP") contract for the purchase of Microsoft Enterprise License Products (the "Product") as defined in the above Delivery Order and \_\_\_\_\_(Contractor) quote \_\_\_\_\_ dated \_\_\_\_\_. In accordance with the FAR Part 17.206(a), the Government intends to use the Products provided by \_\_\_\_\_ ("Contractor") for the 36 month term of the IPP (the "Product Term") as executed with the base year and successive option years. The Government has executed a Limited Source Justification and Approval that describes the Government's need for the Product, a redacted version of which is available on GSA e-Buy (gsaadvantage.gov).

**2. TERM**

- a. The date the Government accepts the Product is the Product Commencement Date. The term will begin on the Product Commencement Date and continue for the Product Term. The Government will give written notification of acceptance of the Product to establish the Product Commencement Date.
- b. It is the intent of the Government to issue modifications to the Delivery Order to exercise each option period and to extend this IPP until completion of the Product Term to have rights to use the Product 31 October 2019 for the Product Term. The Government shall use its best efforts to obtain appropriation of the necessary funds to meet the obligations under this IPP for the full Term. This IPP shall not be deemed to obligate succeeding fiscal year funds.

**3. ADDITIONS**

If the Government desires to add additional quantities for the Product to this IPP, then upon the mutual consent of the Government and the Contractor, the parties may affect such an addition. Any such addition shall be coterminous with the Product Term for the Product to which the new quantities are added. The Product shall continue for the Product Term, and the Government shall issue a modification to the BPA or Delivery Order setting forth the new Product payments.

#### 4. PRODUCT PAYMENTS

- a. Product Payments shall accrue from the Product Commencement Date. The Government shall make payments on or before the due dates; and any late payments shall include interest in accordance with the Prompt Payment Act. The Product Payments shall remain fixed for the License Term, unless the payments are adjusted as the result of a Product addition to add additional quantities pursuant to Section 3 herein or to reduce quantities pursuant to Section 28 “Certain User Transactions” of the Enterprise Agreement Amendment for Microsoft Products which is an attachment to Blanket Purchase Agreement No. \_\_\_\_\_.
- b. The Contractor may assign its rights to any and all monies due or to become due under this Delivery Order to a bank, trust company or other financing institution in accordance with the Assignment of Claims Act (31 U.S.C. 3727, 41 U.S.C. 15), FAR Part 32.8, and DFARS Part 232.8. The Government agrees to acknowledge such notice of assignment and agrees to make payment of any and all monies due or to become due under the Delivery Order in accordance with the terms of such assignment pursuant to the Assignment of Claims Act (31 U.S.C. 3727, 41 U.S.C. 15), FAR Part 32.8, and DFARS Part 232.8.
- c. The Product Payments and due dates for Product Payments are as follows paid Annually:

<b>Base Year</b>	\$75,000,000.00
<i>Payment Date – 30 Days past award</i>	
<b>Base Year</b>	\$27,619,339.11
<i>Payment Date - 09/30/2017</i>	
<b>Option Year 1</b>	\$78,109,130.34
<i>Payment Date – 30 days past execution of Option Year 1 Award</i>	
<b>Option Year 2</b>	\$73,300,588.02
<i>Payment Date – 30 days past execution of Option Year 2 Award</i>	

- d. Payment of all currently due Product Payments allow use of the Subscriptions only during the current Base Period or Option Year, including all newer versions or updates of the Product during said applicable Base Period or Option Year.

#### 5. TERMINATION AND NON-RENEWAL

The Government acknowledges and agrees that it has specifically elected the Product Term of this IPP. The Contractor relied on the Government’s representation of its intent, in accordance with FAR 17.206(a), to fulfill the full Product Term in determining the Product Payments calculated herein.

- a. **Termination for Convenience.** The IPP provided for in this Delivery Order may not be terminated except in accordance with Paragraph I (Termination for Convenience) of FAR 52.212-4, (Contract Terms and Conditions – Commercial Items). This Delivery Order may only be terminated in whole and partial termination of Product hereunder is not permitted except pursuant to a quantity reduction provided for in Section 28 “Certain User Transactions” of the Enterprise Agreement Amendment for Microsoft Products which is an attachment to Blanket Purchase

Agreement No. \_\_\_\_\_.

- b. **Non-Renewal.** The Government reasonably believes that funds in an amount sufficient to make all Product Payments for the full Product Term can be obtained and that a bona fide need for the Product will continue to exist for the full Product Term. However, the Government retains the unilateral right to exercise or not exercise option periods under this Delivery Order in accordance with FAR 52.217-9, as set forth in the underlying Blanket Purchase Agreement (BPA). This Delivery Order may only be renewed in whole and not in part except pursuant to a quantity reduction provided for in Section 28 "Certain User Transactions" of the Enterprise Agreement Amendment for Microsoft Products which is an attachment to Blanket Purchase Agreement No. \_\_\_\_\_.

**6. ORDER OF PRECEDENCE**

The terms and conditions of this IPP supplement and do not conflict with any terms and conditions in the Delivery Order, Blanket Purchase Agreement No. \_\_\_\_\_ under which the Delivery Order was issued or GSA Schedule Contract No. \_\_\_\_\_ under which the Blanket Purchase Agreement was issued. In the event of any conflicts between this IPP and any other provisions of or attachments to the Delivery Order or BPA, the order of precedence clause found at FAR 52.212-4 shall apply.