

**ATTACHMENT A  
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS**

**SERENA SOFTWARE, INC.**

**SERENA SOFTWARE LICENSE, WARRANTY AND SUPPORT TERMS**

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**DEFINITIONS**

“Concurrent User” means an employee of Ordering Activity who has been designated as a user within a group of authorized users of the Software and accesses the Software at any given point in time, either directly or through an application.

“Endpoint” is a single physical, virtual or cloud server.

“Instance” means a single occurrence of initialization or execution of the Software on one Server.

“Licensed Capacity” means the maximum permitted use of the Software based on capacity-based pricing metrics identified in the Order Instrument, including, without limitation, Concurrent Users, Named Users, Seats, Instances and Servers.

“Maintenance” means the maintenance and technical support services for the Software identified in the Order Instrument and provided by Contractor pursuant to this Attachment A.

“Named User” means a single employee of Ordering Activity who has been designated as an authorized user of the Software and accesses the Software using a single computer at any given point in time, either directly or through another application.

“Order Instrument” means (a) a purchase order, credit card order or other document that has sufficient details for Contractor to fulfill Ordering Activity’s order and has been accepted by Contractor; (b) a Purchase Authorization Letter that has been signed or otherwise accepted by Ordering Activity and accepted by Contractor (“PAL”); or (c) a Software license schedule that has been signed by Ordering Activity and Contractor (“Software License Schedule”).

“Seat” means a single employee of Ordering Activity who has been authenticated by Ordering Activity’s LDAP server and accesses the Software at any given point in time, either directly or through an application.

“Server” means a single server on which an Instance of the Software is installed.

“Software” means Serena’s software products, in object code form, that are commercially available at the time of Ordering Activity’s order and identified on the Order Instrument, and any modifications, corrections and updates provided by Serena in connection with Maintenance.

“Territory” means the country identified in the PAL or Software License Schedule or, if not identified, the country in which Ordering Activity acquired the Software.

“User Documentation” means the user’s guide, installation guides, and/or on-line documentation that is applicable to the Software. User Documentation does not include marketing materials or responses to requests for proposals.

**GRANT OF LICENSE AND USE OF SOFTWARE**

License Grant. Subject to the terms and conditions of this Attachment A, Contractor grants to Ordering Activity a perpetual, non-exclusive license to use the Software within the Territory, in accordance with the User Documentation and in compliance with the authorized Licensed Capacity.

Usage Rights. Ordering Activity may only use the Software and/or the User Documentation for its internal business operations and to process Ordering Activity’s data. Ordering Activity shall not (a) permit any third parties or non-licensed entities to use the Software or the User Documentation; (b) permit any Concurrent User, Named User, or Seat to use or access the Software from a location outside of the Territory; (c) process or permit to be processed any data that is not Ordering Activity’s data; (d) use the Software in the operation of a service bureau or hosted or subscription service; (e) sublicense, rent, or lease the Software or the User Documentation to a third party; or (f) perform, publish, or release to any third parties any benchmarks or other comparisons regarding the Software or User Documentation. Ordering Activity shall not make simultaneous use of the Software on multiple, partitioned, or virtual computers without first procuring the number of licenses to be simultaneously used by the Ordering Activity. Ordering Activity shall not permit a third party outsourcer to use the Software to process data on Ordering Activity’s behalf without Contractor’s prior written consent.

License Keys. The Software will contain one or more license keys to enable the functionality of the Software. Ordering Activity may only access and use the Software with license keys issued by Contractor, and shall not attempt to modify, tamper with, reverse engineer, reverse compile, or disassemble any license key. If Contractor issues a new license key for the Software, Ordering Activity shall not use the previous license key to enable the Software. At Ordering Activity’s request, Contractor will reissue a replacement license key to enable the Software in accordance with the original Order Instrument, provided that the request is made during a Maintenance period, Ordering Activity certifies that all evidence of the original license key has been deleted and destroyed and Ordering Activity is in compliance with the terms of this Attachment A.

Archival Copies. Ordering Activity may make one copy of the Software for back-up and archival purposes only. Ordering Activity may make a reasonable number of copies of the User Documentation for Ordering Activity's internal use. All copies of Software and User Documentation must include all copyright and similar proprietary notices appearing on or in the originals. Copies of the Software may be stored offsite provided that all persons having access to the Software are subject to Ordering Activity's obligations under this Attachment A and Ordering Activity takes reasonable precautions to ensure compliance with these obligations. Contractor reserves the right to revoke permission to reproduce copyrighted and proprietary material if it reasonably believes that Ordering Activity has failed to comply with its obligations.

Licensed Capacity. Contractor licenses Software based on Licensed Capacity for different types of usage, including, without limitation, Concurrent Users, Named Users, Seats, Servers, and such other types of usage as described in this Attachment A. A Concurrent User license allows multiple Concurrent Users to share access to and use the Software, provided that the number of Concurrent Users accessing the Software at any point in time does not exceed the total number of licensed Concurrent Users. A Named User license allows a single employee of Ordering Activity to access and use the Software using a single computer at any point in time. A Seat license allows a single employee of Ordering Activity who has been authenticated by Ordering Activity's LDAP server to access and use the Software, provided that the number of employees of Ordering Activity accessing the Software at any point in time does not exceed the total number of licensed Seats. A Server license allows for a single Instance of the Software to be accessed and used on the applicable server. If an application accessing the Software is a multiplexing, database, or web portal application that permits users of such application to access the Software or data processed by the Software, a separate Named User or Seat license, as applicable, will be required for each user of the application. Regardless of usage type, Ordering Activity shall immediately notify Contractor in writing of any increase in use beyond the Licensed Capacity and provide Contractor with such information as may be reasonably requested by Contractor to verify Ordering Activity's use and deployment of the Software. Any additional Licensed Capacity must be licensed pursuant to an Order Instrument and this Attachment A, and additional Software license and Maintenance fees shall be based on Contractor's then-current GSA price.

Third Party Software. Ordering Activity acknowledges that software provided by third party vendors ("Third Party Software") may be embedded in or delivered with the Software. The terms of this Attachment A shall apply to Ordering Activity's use of such Third Party Software. All Third Party Software vendors shall be deemed third party beneficiaries under this Attachment A. Ordering Activity may only use the Third Party Software with the Software, and may not use the Third Party Software on a stand-alone basis or use or integrate it with any other software or device.

#### **TITLE**

Title. Contractor retains all right, title and interest in and to the Software and User Documentation and all copies, improvements, enhancements, modifications and derivative works of the Software and User Documentation, including, without limitation, all patent, copyright, trade secret, trademarks and other intellectual property rights. Ordering Activity agrees that it will not, and shall not authorize others to, copy (except as expressly permitted herein), make modifications to, translate, disassemble, decompile, reverse engineer, otherwise decode or alter, or create derivative works based on the Software or User Documentation. Except to the extent required for Ordering Activity's use of the Software as provided herein, Contractor grants no express or implied rights under this license to any of Serena's patents, copyrights, trade secrets, trademarks or other intellectual property rights.

#### **LIMITED WARRANTY**

Performance Warranty. Contractor warrants that the Software, as delivered by Contractor and when used in accordance with the User Documentation and the terms of this Attachment A, will substantially perform in accordance with the User Documentation for a period of ninety (90) days from the date of initial delivery of the Software. If the Software does not operate as warranted and Ordering Activity has provided written notice of the non-conformity to Contractor within the ninety (90) day warranty period, Contractor shall at its option (a) repair the Software; (b) replace the Software with software of substantially the same functionality; or (c) refund the applicable license and Maintenance fees received by Serena for the nonconforming Software. The foregoing warranty specifically excludes defects in or non-conformance of the Software resulting from (a) use of the Software in a manner not in accordance with the User Documentation; (b) modifications or enhancements to the Software made by or on behalf of Ordering Activity; (c) combining the Software with products, software or devices not provided by Serena; or (d) computer hardware malfunctions, unauthorized repair, accident, or abuse.

Disclaimers. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND SERENA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THAT THE SOFTWARE OR MAINTENANCE SHALL MEET ORDERING ACTIVITY'S REQUIREMENTS OR THAT USE OF THE SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE. THE REMEDIES SET FORTH IN THIS SECTION ARE ORDERING ACTIVITY'S REMEDIES AND CONTRACTOR'S LIABILITY REGARDING FAILURE OF ANY SOFTWARE TO FUNCTION OR PERFORM AS WARRANTED IN THIS SECTION.

#### **MAINTENANCE**

Maintenance Period. If Ordering Activity elects to purchase Maintenance with the Software, the Maintenance period shall commence upon the initial delivery of the Software and continue for a period of one year thereafter, unless otherwise stated in an Order Instrument. The Maintenance period may, at Ordering Activity's option, be renewed pursuant to a subsequent Order Instrument and, upon Contractor's acceptance of the Order Instrument. Prior to such renewal, Contractor may, upon ten (10) business days written notice, require Ordering Activity to provide a report on Ordering Activity's use and deployment of the Software. Such report shall be certified by an officer of Ordering Activity and shall specify, with respect to the Software: (a) the type and amount of Licensed Capacity; (b) the version; and (c) the Serena license serial number. Contractor shall issue an annual renewal notice to Ordering

Activity at least ninety (90) days prior to the expiration of the then-current Maintenance period. Maintenance fees shall be based on the then-current GSA price. Ordering Activity may not decrease the Licensed Capacity covered by Maintenance during a Maintenance period or as part of the renewal of Maintenance.

Support Coordinators. Maintenance shall consist of support services provided by Contractor through Serena to one designated support coordinator of Ordering Activity (and one backup coordinator) per Ordering Activity location, by telephone, facsimile, email and World Wide Web site. Support is available during normal business hours in the applicable location within the Territory, Monday through Friday, excluding nationally observed holidays. Emergency support is available outside of these hours via pager service accessible through the main support telephone number.

Additional Licensed Capacity. In the event that Ordering Activity purchases additional Licensed Capacity for the Software prior to the annual anniversary date of the Maintenance period, Ordering Activity agrees to pay applicable Maintenance fees based on Contractor's then-current GSA Maintenance rates. Maintenance fees shall apply from the effective date of such additional Licensed Capacity and continue for a period of one year thereafter, unless the parties agree in writing that Maintenance for the additional Licensed Capacity will be coterminous with Maintenance for Ordering Activity's existing Licensed Capacity.

New Releases. During a current Maintenance period, Contractor through Serena shall provide Ordering Activity with one copy of any new release of the Software, which may include generally available error corrections, modifications, maintenance patch releases, enhancements (unless priced separately by Contractor and generally not included with new licenses for the Software at that time), and revised User Documentation, if applicable. Notwithstanding the foregoing, stand-alone error corrections that are not part of a new release will not be independently supported but will be incorporated into the next release of the Software. If Ordering Activity installs a new release of the Software, Ordering Activity may continue to use the previous version of the Software for up to ninety (90) days in order to assist Ordering Activity in the transition to the new release. Once Ordering Activity completes its transition to the new release of the Software, Ordering Activity shall discontinue use of the previous version of the Software.

Supported Releases. Contractor through Serena will continue to support the immediately preceding release of the Software for a period of twelve (12) months following the earlier of (a) the discontinuance of the Software or (ii) the date that a new release of the Software becomes generally available, provided that Ordering Activity has paid applicable Maintenance GSA fees and incorporated all Maintenance patch releases issued by Serena for the release of the Software.

Reinstatement of Maintenance. If Ordering Activity allows Maintenance to expire, Ordering Activity may, at a later date, renew Maintenance by paying the following: (a) if Ordering Activity has installed the current release of the Software but has failed to pay the applicable GSA renewal fee on or before the ninetieth (90th) day following expiration of the Maintenance period, annual Maintenance fees at Contractor's then-current GSA rates, plus Contractor's then-current reinstatement GSA fee as stated in the Contractor's GSA price list; or (b) if Ordering Activity has not installed the current release of the Software or has failed to pay the applicable GSA renewal fee by the ninetieth (90th) day following expiration of the Maintenance period, annual Maintenance fees at Contractor's then-current GSA rates, plus Contractor's then-current GSA license update fee for the current release of the Software as stated in the Contractor's GSA price list.

## **SOFTWARE PRODUCT SPECIFIC TERMS**

Serena® Business Manager ("SBM") and TeamTrack®. SBM and TeamTrack are licensed on the basis of Servers and Seats. Each SBM Seat allows a designated Seat to use and participate in all activities and functionality of Serena Business Manager that pertain to workflow applications to which the Seat has been granted access at runtime, including the workflow, workflow roles, transition items, sending and receiving notifications, creating reports, and creating dashboards. A Seat is required for each managed administrator of SBM. Existing SBM Named User, Concurrent User and Requestor licenses remain valid unless converted in accordance with Section. A Server license allows execution of a single Instance of the Software on a single Server. Existing Named User and Concurrent User licenses are for use on a single Server unless otherwise specified in writing by the parties. A "Requestor" is a user who is permitted to submit issues and view status only. Ordering Activity may allow a third party to use the Requestor license, provided that the Order Activity shall be liable to Serena to the full extent of the law for such third parties' use of the Software.

Ordering Activity may transfer Named User or Seat licenses to accommodate personnel changes, provided that such transfers do not result in sharing of Named User or Seat licenses. Ordering Activity may change from time to time the employees and on-site support contractor personnel who are designated to use the Software under a Named User or Seat license, provided that the number of users does not exceed the total number of licensed Named Users or Seats, as applicable and such use complies with this Attachment A.

Serena® Mariner®. Serena Mariner is licensed on the basis of database Instances and Named Users, where Named User licenses are specific to one database Instance. Ordering Activity may deploy contents to three destinations for each database Instance: a test version; a production version; and a development/staging version.

Serena® Release Vault (formerly\_Dimensions® Deploy). Serena® Release Vault is licensed based upon platforms (agents) and the number of systems to which it will be deployed. Ordering Activity is authorized to use only the following features of the Software: Version Management, Projects, Build Management, Deployment, Ant and Cruise Control Integrations, Baseline Creation, Design Parts, Request Management, the Dimensions Windows client, the Dimensions web client, the Dimensions Windows Explorer add-in, the Dimensions administration console, all agents (except z/OS and z/Linux), all APIs, and web services.

Serena Release Manager Bundle. Includes Serena® Release Vault, Serena® Release Control, and Serena® Release Automation.

Serena® Release Control (formerly Application Release Management/ARM). Serena Release Control is licensed on the basis of MIPS, Endpoints and Seats. Ordering Activity's Release Control MIPS capacity shall be equal to or greater than Ordering Activity's licensed MIPS capacity of ChangeMan ZMF. Subject to the terms and conditions of this Attachment A, Contractor grants Ordering Activity a perpetual, non-exclusive license to use and modify the Release Control Software in accordance with the User Documentation, and in compliance with the authorized Licensed Capacity. Subject to the terms and conditions of this Attachment A, Contractor also grants to Ordering Activity a license to perform and deploy the Release Control Software solely as incorporated within Serena's software product known as Serena Business Manager, and solely for Ordering Activity's internal business operations. Ordering Activity may not sell, rent, lease, or otherwise distribute or disclose the Software or any modification thereof to any third party whatsoever. To the extent that Ordering Activity modifies the Release Control Software or creates a derivative work of such, Contractor grants Ordering Activity a non-exclusive, non-transferable license to use such modification or derivative work at no additional charge, subject to such limitations set forth above and in this Attachment A.

Serena® Service Manager ("SSM"). SSM is licensed on the basis of Seats and Concurrent Users. Each SSM Seat license may use and participate in all activities and functionality of Serena Business Manager that pertain to workflow applications to which the SSM license has been granted access at runtime, including the workflow, workflow roles, transition items, sending and receiving notifications, creating reports, and creating dashboards. Each SSM license includes one SBM Connect for Sharepoint User license. Ordering Activity may access the Service Request Center functionality installed with SSM only to the extent it has purchased a requisite number of Serena Request Center licenses.

Serena® Service Manager Content ("SSM Content"). SSM Content is licensed on the basis of Seats and Concurrent Users. Each SSM Content license allows for a single Ordering Activity employee or on-site support contractor employee who has been designated by Ordering Activity to use Ordering Activity's existing SBM license to fully access the application content contained in the SSM solution file; otherwise, Ordering Activity's existing SBM users are authorized solely to submit and update tickets in the SSM application. Each SSM Content license purchased includes one SBM Connect for Sharepoint Seat license. Ordering Activity may access the Service Request Center functionality installed with SSM only to the extent it has purchased a requisite number of Serena Request Center licenses.

Serena® Service Request Center ("SRC"). SRC is licensed on the basis of Seats. Ordering Activity may access and use the SSM functionality installed with SRC only to the extent it has purchased a requisite number of SSM licenses.

Serena® Dashboard Starter Package. Each Serena Dashboard Starter Package license includes one (1) Serena Dashboard Server, ten (10) Serena Dashboard Users and one Serena Dashboard Connector.

Serena® Development Manager.

- (a) Serena® Development Manager Full User. Each Serena Development Manager Full User license includes one (1) Serena Business Manager Seat and one (1) Dimensions CM Named User license.
- (b) Serena® Development Manager Full Concurrent User. Each Serena® Development Manager Full Concurrent User includes three (3) Serena Business Manager Seats and one (1) Dimensions CM Concurrent User license.
- (c) Serena® Development Manager Control User. Each Serena® Development Manager Control User includes one (1) Serena Business Manager Seat.
- (d) Development Manager Control Concurrent User. Each Development Manager Controls Concurrent User includes three (3) Serena Business Manager Seats.
- (e) Development Manager Starter Package. Each Development Manager Starter Package includes ten (10) Development Manager Full Users and one (1) Quality Center Connector.

Serena® ChangeMan® ZMF Client Pack. Each seat of Serena® ChangeMan ZMF Client Pack allows one ChangeMan ZDD license and one Eclipse Plug-In License.

Serena® Requirements Manager. Each Requirements Manager Named User license includes one (1) SBM Named User (for existing Ordering Activity(s) with SBM Named User installs) or one (1) SBM Seat, as applicable, one (1) Dimensions RM Named User license, and one (1) Prototype Composer Professional Named User license. Each Requirements Manager Concurrent User includes one (1) SBM Concurrent User (for existing Ordering Activities with SBM Concurrent User installs) or four (4) SBM Seats, as applicable, one (1) Dimensions RM Concurrent User license, and one (1) Prototype Composer Professional Concurrent User license. Each Requirements Control Concurrent User license includes one (1) SBM Concurrent User (for existing Ordering Activity(s) with SBM Concurrent User installs) or four (4) SBM Seats, as applicable, one (1) Dimensions RM Concurrent User ("Dim RM") license, and one (1) Prototype Composer Professional Concurrent User ("PC") license. Requirements Control users are allowed to use Dimensions RM (on RM Browser) and Prototype Composer solely to read, propose changes to and comment on existing requirements, as well as propose new requirements.

Serena® Demand Manager Content: Serena Demand Manager Content license is licensed on the basis of Concurrent Users and Seats. Each Demand Manager Content license allows a Ordering Activity employee who has been designated by Ordering Activity to use Ordering Activity's existing SBM license to fully access the application content contained in the Demand Manager solution file; otherwise, Ordering Activity's existing SBM users are authorized solely to submit and update tickets in the Demand Manager application.

Authorized Use of Products. Ordering Activity acknowledges that the authorized use for each Software product set forth in this Section is a form of Licensed Capacity and that other features and/or Applications other than those set forth above in each Software product may be unavailable unless they are purchased at the then-current GSA price.

## **EXHIBIT A – SERENA MAINFRAME**

### 1. Definitions.

“CEC” means the Central Electronic Complex, and includes CPUs, memory, channels, controllers, power supplies within the hardware, and direct access storage devices.

“CPU” means an individual central processing unit for a computing device that contains a control unit that extracts instructions from memory and decodes and executes the instructions.

“Licensed Capacity” means the maximum permitted use of the Software based on capacity-based pricing metrics identified in the Order Instrument, including, without limitation, CECs and MIPS.

“Licensed Configuration” means the type of hardware platform, operating system, database, location, and other configuration information identified in the Order Instrument.

“Mainframe Software” means Software that is designated by Serena to operate on a mainframe computer (e.g., ChangeMan® SSM, ChangeMan® ZDD, ChangeMan® ZMF, StarTool®, Comparex® and Dimensions™ z/OS), commercially available at the time of Ordering Activity’s order and identified in the Order Instrument, and any modifications, corrections, and updates thereto provided by Serena as part of Maintenance.

“MIPS” means Millions of Instructions Per Second and is an industry rating given to a CEC based upon the CPUs contained within the CEC. MIPS are measured not only by the CEC executing the Mainframe Software (the “Executing CEC”), but also any additional CECs that (a) are coupled into or accessing the Executing CEC and (b) have access to a direct access storage device in which the Mainframe Software is installed. The number of MIPS attributable to each CEC shall be determined by the then-current Gartner Group Rating Guide or another industry standard selected by Serena.

2. License Grant. Subject to the terms and conditions of the Attachment A, Contractor grants to Ordering Activity a perpetual, non-exclusive license to use the Mainframe Software within the Territory, in accordance with the User Documentation, and in compliance with the authorized Licensed Capacity and the authorized Licensed Configuration. All terms and conditions of the Attachment A shall apply to the licensing of Mainframe Software.

3. Licensed Capacity. The Licensed Capacity is based on the total MIPS and/or CPUs within the CECs in which the Mainframe Software has been installed and/or is operating, and is not limited to one or more logical partitions or other measure of sub-capacity applicable to the licensed CPUs within the CEC(s). The license granted herein does not permit Ordering Activity to install or use the Software on a CEC that is coupled within a base or parallel sysplex environment unless the Licensed Capacity includes the total MIPS capacity of the sysplex environment. Ordering Activity may order additional Licensed Capacity under this Attachment A at Contractor’s then-current GSA price. If at any time Ordering Activity exceeds its Licensed Capacity (i.e., the total MIPS or CPUs within the CECs in which the Mainframe Software has been installed and/or is operating exceeds the applicable number of MIPS or CPUs authorized under the Licensed Capacity), then Ordering Activity shall immediately notify Contractor in writing of the increase in use beyond the Licensed Capacity. Any additional Licensed Capacity must be licensed pursuant to an Order Instrument and this Attachment A, and Ordering Activity may purchase additional capacity by paying the GSA rates for additional licenses and maintenance fees.

4. Usage Rights. Ordering Activity shall have the right to use the Mainframe Software only on the CECs designated by type, capacity rating, serial number, and location in the Order Instrument. Ordering Activity acknowledges that the Mainframe Software may contain codes to restrict the use of the Mainframe Software to one or more designated CECs. The foregoing provisions are in addition to those set forth in Section 2.2 of this Attachment A.

5. Relocation of Mainframe Software. Ordering Activity may relocate the Mainframe Software from one CPU to another CPU, provided that Ordering Activity (a) gives prior written notice to Contractor, including the location and the make, model, and serial numbers of each CPU within the CECs; (b) does not otherwise change the Licensed Configuration or exceed the then-current Licensed Capacity in connection with such relocation; (c) agrees in writing to uninstall and discontinue all use of the Mainframe Software with the originally licensed CPU and upon Contractor’s request provides a signed written statement of such; and (d) is current on Maintenance with respect to such relocated Mainframe Software.

6. Limited Warranty. Subject to the terms and conditions of this Attachment A, Contractor warrants that the Mainframe Software will substantially perform in accordance with the User Documentation for a period of six (6) months from the date of delivery of the Mainframe Software.

7. Maintenance Period. Ordering Activity is required to purchase initial Maintenance, which will commence upon delivery of the Mainframe Software and continue for the period specified in the Order Instrument. If no period is specified, the initial Maintenance period will be one year. Contractor through Serena shall issue an annual renewal notice to Ordering Activity at least ninety (90) days prior to the expiration of the then current Maintenance period. Ordering Activity may renew Maintenance by issuing subsequent Order Instruments. Ordering Activity shall, at least ninety (90) days prior to every annual anniversary date of the initial Order Instrument, or within thirty (30) days of Serena’s written request (which shall not exceed two requests during each calendar year), deliver to Serena a written mainframe software usage in a form satisfactory to Serena and certified by an officer of Ordering Activity, setting forth: (a) the total MIPS capacity of the Executing CECs and other CECs as described in Section 1.7; (b) the identification of the CPU(s) within the CECs, including the make, model, and serial number of each CPU within the CECs; and (c) the make and

model number of each mainframe computer comprising all or part of the CEC(s), and (d) the location of the CECs. Maintenance fees shall be based on the then-current GSA price.

8. Reinstatement of Maintenance. If Ordering Activity's Maintenance has expired, Ordering Activity may reinstate Maintenance by paying the following, based on Ordering Activity's Licensed Capacity and Contractor's then current GSA Maintenance fees: (a) the annual GSA Maintenance fee for the new Maintenance period; (b) GSA Maintenance fees for the period commencing from the date of expiration of prior Maintenance to the start of the new Maintenance period; and (c) if Ordering Activity has increased its Licensed Capacity, the license upgrade GSA fee for the then current release of the Mainframe Software.

9. License Keys. Prior to and as a condition to the issuance of any license key by Contractor through Serena, or within thirty (30) days of Serena's written request (which shall not exceed two requests during any calendar year), Ordering Activity shall provide Serena with a copy of the CPU matrix display for each CPU within the CEC(s) in which the Software will be executing. The CPU matrix display is obtained by issue the following console command in z/OS: "D M=CPU".

