



1. **Definitions.** The following definitions shall apply to the BPA General Terms and Conditions and all Attachments.
 - 1.1. "Delivery Order", "Task Order" or "Order" means a written (electronic, hardcopy or fax) order in the form set forth in issued by DoD to Contractor referencing the BPA.
 - 1.2. "Maintenance Services" shall mean the services provided by Contractor pursuant to its then-current Maintenance Services Policy.
 - 1.3. "Personnel" means all workers, including but not limited to Contractor's and DoD's employees, temporary personnel, flex-force and others employed or contracted by Contractor or DoD.
 - 1.4. "Professional Services" refers to the services delivered under a Task Order generally for implementation, training, consulting or similar services. The task order should include a Statement of Work (SOW)"
 - 1.5. "Product" or "Products" means one or more Programs in object code form, including Documentation, installation notes, a permanent password or license key to unlock usage of the Program licensed under this BPA whether or not identified in Attachment B - Product Price List. For purposes of this BPA, a Product does not include Third Party Materials delivered with the Product.
 - 1.6. "Program" or "Programs" means one or more of Contractor's software programs licensed under this BPA whether or not listed and described in Attachment B – Product Price List, including all Program Enhancements, Revisions, Versions, localized Versions and new or replacement Programs as further set forth below. For purposes of this BPA, a Program does not include Third Party Materials delivered with the Program.
 - 1.7. "Services" means the services provided, or contracted to be provided, by Contractor, subject to the terms and conditions of this BPA and may include a Support and Maintenance Agreement, Professional Services Master Services Agreement, SaaS Subscription Services Agreement, and Training Services Agreement. Specific Services and Deliverables are defined in a Task Order and may include, but are not limited to, consulting, implementation, subscription, support and maintenance and educational services.
 - 1.8. "Site" means any DoD or third-party location where Services are provided, as agreed upon by the parties and set forth in a Delivery Order.
 - 1.9. "Software License Agreement" shall mean Contractor's Software License and Services Agreement entered into between DoD and Contractor, substantially in the form attached as Attachment C to this BPA, defining the terms and conditions under which DoD can acquire licenses to use the Programs. Specific license grants are set forth in one or more End User License Agreements (EULAs) executed by the parties in the form set forth in Attachment C.
 - 1.10. "Software" shall mean the version of the Contractor software Products or Programs identified in a Delivery Order including Updates to such versions. "Software" shall not include Third Party Programs or Custom Software.



BPA Attachment 5- Glossary

- 1.11. "Subcontractor" means any and all third parties that have direct contracts with Contractor or with another subcontractor of Contractor to perform a portion of the Services under a Task Order.
- 1.12. "Updates" shall mean new releases of the Software containing error corrections or new enhancements, features or functionality that Contractor makes generally available in object code form, and any corrections and updates to the associated documentation.
- 1.13. "User" shall mean the named or specified (by password or other user identification) individuals authorized by DoD to use the Programs in accordance with the terms and conditions of this BPA, regardless of whether the individual is actively using the Software at any given time. DoD may replace authorized Users as necessary to reflect personnel changes. Users may include the employees of DoD or third parties; provided that such third party is limited to use the Software solely in connection with DoD's internal business operations as conducted by or through such third party. DoD agrees that it is responsible for ensuring that any usage by its employees and such third parties is in accordance with the terms and conditions of the relevant BPA attachments.
- 1.14. "Version" means (i) a version of the Program which contains substantial and significant Enhancements, or other substantial change in functionality or performance as compared to the previous version (if any), and which is designated by Contractor, if applicable, by a number on the left of the decimal point (e.g. Version X.) or (ii) a software program that is a successor to the Program but is not a New Product.