1	2. The purchaser identifies himself or herself to the seller as a member of a group or	
2	organization entitled to a price reduction or discount (a "preferred customer" card	
3	that is available to any patron does not constitute membership in such a group), or	
4	3. The price reduction or discount is identified as a third party price reduction or	
5	discount on the invoice received by the purchaser or on a coupon, certificate or othe	r
6	documentation presented by the purchaser.	
7	States may also exclude from "sales price" either employee discounts that are reimbursed by a	
8	third party on sales of motor vehicles, or manufacturer rebates on motor vehicles, or both.	
9	"Tangible personal property" means personal property that can be seen, weighed, measured,	
10	felt, or touched, or that is in any other manner perceptible to the senses. "Tangible personal	
11	property" includes electricity, water, gas, steam, and prewritten computer software.	
12	Interpretation Issued: The Governing Board issued Interpretation Opinion 2009-1 relating to the definition of	
13	"tangible personal property" on May 12, 2009. That interpretation can be found in the Library of Interpretations	in
14	Appendix D.	
15		
16	<u>PART II</u>	
17	<b>Product Definitions</b>	
18		
19	CLOTHING	
20	"Clothing" means all human wearing apparel suitable for general use. The following list	
21	contains examples and is not intended to be an all-inclusive list.	
22	A. "Clothing" shall include:	
23	1. Aprons, household and shop;	
24	2. Athletic supporters;	
25	3. Baby receiving blankets;	
26	4. Bathing suits and caps;	
27	5. Beach capes and coats;	
28	6. Belts and suspenders;	
29	7. Boots;	
30	8. Coats and jackets;	

1	within the definition of "clothing," "clothing accessories or equipment," and "protective
2	equipment." The following list contains examples and is not intended to be an all-inclusive list.
3	"Sport or recreational equipment" shall include:
4	1. Ballet and tap shoes;
5	2. Cleated or spiked athletic shoes;
6	3. Gloves, including, but not limited to, baseball, bowling, boxing, hockey, and golf;
7	4. Goggles;
8	5. Hand and elbow guards;
9	6. Life preservers and vests;
10	7. Mouth guards;
11	8. Roller and ice skates;
12	9. Shin guards;
13	10. Shoulder pads;
14	11. Ski boots;
15	12. Waders; and
16	13. Wetsuits and fins.
17	
18 19	<b>COMPUTER RELATED</b> "Computer" means an electronic device that accepts information in digital or similar form and
20	manipulates it for a result based on a sequence of instructions.
21	"Computer software" means a set of coded instructions designed to cause a "computer" or
22	automatic data processing equipment to perform a task.
23	See Compiler's Notes for history.
24	"Delivered electronically" means delivered to the purchaser by means other than tangible
25	storage media.
26	"Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical,
27	electromagnetic, or similar capabilities.
28	"Load and leave" means delivery to the purchaser by use of a tangible storage media where the
29	tangible storage media is not physically transferred to the purchaser.

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Streamlined Sales and Use Tax Agreement

"Prewritten computer software" means "computer software," including prewritten upgrades, 1 2 which is not designed and developed by the author or other creator to the specifications of a specific purchaser. The combining of two or more "prewritten computer software" programs or 3 prewritten portions thereof does not cause the combination to be other than "prewritten computer 4 software." "Prewritten computer software" includes software designed and developed by the 5 author or other creator to the specifications of a specific purchaser when it is sold to a person 6 other than the specific purchaser. Where a person modifies or enhances "computer software" of 7 which the person is not the author or creator, the person shall be deemed to be the author or 8 creator only of such person's modifications or enhancements. "Prewritten computer software" or 9 a prewritten portion thereof that is modified or enhanced to any degree, where such modification 10 or enhancement is designed and developed to the specifications of a specific purchaser, remains 11 "prewritten computer software;" provided, however, that where there is a reasonable, separately 12 stated charge or an invoice or other statement of the price given to the purchaser for such 13 modification or enhancement, such modification or enhancement shall not constitute "prewritten 14 computer software." 15 A member state may exempt "prewritten computer software" "delivered electronically" or by 16 "load and leave." 17 18 Interpretation issued: On May 12, 2009 the Governing Board issued Interpretative Opinion 2009-1 relating to the 19 definition of "prewritten computer software." That interpretation can be found in the Library of Interpretations in 20 Appendix D. 21 **Software Maintenance Contract Definitions:** 22

A "**computer software maintenance contract**" is a contract that obligates a vendor of computer software to provide a customer with future updates or upgrades to computer software, support services with respect to computer software or both.

A "**mandatory computer software maintenance contract**" is a computer software maintenance contract that the customer is obligated by contract to purchase as a condition to the retail sale of computer software.