AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: J	PAGE OF PAGES: 1 / 39		
2. AMENDMENT/MODIFICATION NO.: P00002	3. EFFECTIVE DATE: 01-Oct-2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY: CODE W91QUZ ARMY CONTRACTING AGENCY-ITEC4 2461 EISENHOWER AVE ALEXANDRIA VA 22331-1700		7. ADMINISTERED BY (If other than item 6): CODE See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
ORACLE USA, INC
ANNE ACHEY
1910 ORACLE WAY
RESTON VA 20190-4733

CODE 39WG6 FACILITY CODE 39WG6

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-07-A-0001
X	10B. DATED (SEE ITEM 13) 22-Mar-2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
By Mutual Agreement of Both Parties

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, X is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: tedwards082

A. The purpose of this modification is to incorporate Exhibit E and Sample Billing Calculations on Consulting Services into Statement of Work.

B. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) GLENDA SAKATI, MANAGER, FEDERAL CONTRACTS		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ronald L. Hyde Contracting Officer TEL: EMAIL:	
15B. CONTRACTOR/OFFEROR Glenda Sakati (Signature of person authorized to sign)	15C. DATE SIGNED 10/03/07	16B. UNITED STATES OF AMERICA BY Ronald L. Hyde (Signature of Contracting Officer)	16C. DATE SIGNED 10/3/07

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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J	1	39

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6. ISSUED BY CODE W91QUZ

ARMY CONTRACTING AGENCY-ITEC4
2461 EISENHOWER AVE
ALEXANDRIA VA 22331-1700

7. ADMINISTERED BY (If other than item 6) CODE

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
ORACLE USA, INC
ANNE ACHEY
1910 ORACLE WAY
RESTON VA 20190-4733

CODE 39WG6 FACILITY CODE 39WG6

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By Mutual Agreement of Both Parties

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B. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RONALD L. HYDE / CONTRACTING OFFICER TEL: 703-325-4625 EMAIL: Ron.Hyde@conus.army.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Ronald L. Hyde (Signature of Contracting Officer)	16C. DATE SIGNED 04-Oct-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:
BPA BACKGROUND

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and Oracle USA, Inc. wish to enter into a Blanket Purchase Agreement ("BPA") aimed at reducing the administrative costs of acquiring Oracle commercial items under the General Service Administration (GSA) Federal Supply Schedule (FSS) Program.

Federal Supply Schedule Contract Blanket Purchase Agreements (BPA) reduces contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. This BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

This BPA has been designated as a DoD ESI and GSA SmartBUY Contract, which is open to all U.S. Executive Agencies (as defined in 48 CFR 2.1), including the DoD and authorized contractors, except as restricted herein (hereinafter referred to as "Agency" or "Agencies". Oracle acknowledges that the GSA and OMB have indicated their intent to issue regulations that make this BPA a mandatory source of Oracle products for agencies of the federal government. This understanding will be conveyed to all of Oracle's assigned federal license sales personnel, pursuant to Section E.6. of this BPA.

The Army Contracting Agency - Information Technology, E-Commerce, and Commercial Contracting Center (ITEC4) has entered into this and similar BPAs on behalf of the Assistant Project Manager Army Small Computer Program (APM-ASCP) with DLT Solutions, Inc. (DLT) and Mythics, Inc (Mythics) ("Oracle Resellers with ESI BPAs"). These BPAs are issued to provide the Department of Defense (DoD) database software licenses and software maintenance support in support of the Department of Defense's mission. Oracle shall serve as the prime contractor under this BPA and orders shall be issued directly to Oracle pursuant to Oracle's GSA Schedule Contract number GS-35F-0009T ("Oracle's GSA Contract"). In the event that the government issues BPAs to any Oracle reseller they shall be pursuant to the reseller's GSA Schedule Contract with orders issued direct to each reseller.

The Government and Oracle understand and agree that changes will need to be made from time to time to this BPA. The Government and Oracle further agree that they will continue to endeavor to negotiate DOD ESI / SmartBUY Terms& Conditions for Oracle Products. ITEC4 may provide any such changes to the terms and conditions of this BPA to any Oracle reseller awarded an ESI/GSA SmartBUY BPA.

This BPA and all orders hereunder are subject to the Terms and Conditions sections herein.

A. TERMS AND CONDITIONS

1. Products Available Under this BPA.

This BPA includes Professional Consulting Services as listed in Exhibit E; Software Products and Software Maintenance listed in Exhibits A-1 through A-3. Prices for the Oracle CLINs under this BPA are net prices.

Items included on the Oracle GSA Contract and not listed specifically in the BPA exhibits may be purchased at rates negotiated by the Ordering Office and Oracle under CLIN 1001 of Exhibit A-4, entitled "Additional Items-GSA Schedule". Items that are not included on the GSA Schedule may be purchased in accordance with FAR 8.402(f) and Section 17 of Oracle's GSA Contract under CLIN 1002 of Exhibit A-4 entitled "Open Market Items". Both CLINs 1001 and 1002 are subject to the terms and conditions of this BPA and Oracle's GSA Contract.

Ordering Officers may negotiate special pricing with Oracle under CLIN 1003, Special Solutions, as set forth in Exhibit A-4, and in accordance with the terms and conditions of the Oracle GSA Contract.

Software licenses purchased under this BPA shall be subject to the terms and conditions of Oracle's GSA Contract, this BPA and the Order. Orders for Software Licenses and First Year Technical Support must be executed on the applicable Oracle Ordering Document.

2. Prevailing Terms and Conditions.

All orders placed against this BPA are subject to the terms and conditions of Oracle's GSA Contract as specified above. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and Oracle's GSA Contract, the provisions of the BPA will take precedence. In the event of an inconsistency between the license terms of Oracle's GSA Schedule and/or this BPA and the Oracle Ordering Document, the terms of the Oracle Ordering Document shall take precedence

3. Obligation of Funds.

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases actually made through orders issued under this BPA.

4. Effective Date and Duration of BPA.

This BPA is effective from the date of award through the effective period of the GSA Contract GS-35F-0009T. Either APM-ASCP or the Contractor with ninety (90) days written notice may terminate the BPA or a portion thereof provided however, that such termination shall not affect the obligations of the Government or Oracle under any then existing delivery order or lease agreement. The then existing delivery order or lease agreement shall continue in full force and effect as though the BPA had not been terminated.

5. Ordering Period.
The ordering period for all items under this BPA is the same as the duration of the BPA set forth in paragraph 4, above.

6. Enterprise Licenses.
Under the Oracle SmartBUY Enterprise Licenses options defined in Exhibit A-3, Agencies under any of the fifteen Executive Departments of the U.S. Federal Government, and Independent Establishments as defined in 5 U.S.C. 104 (1) ("Agency") may procure an Enterprise License which provides for the use of certain programs on an enterprise basis for an Agency's entire population of users, provided the programs are used only in support of the Agency's internal business operations. Specific program license bundles and pricing are shown in Exhibit A-3: "Oracle SmartBUY Enterprise Licenses". An Agency's licensed population will be specifically defined in an ordering document prepared and agreed to by the contractor and the Agency. The salient features of the Oracle SmartBUY Enterprise License include:

A. Product Coverage. The Enterprise License is available only for specific Oracle core technologies as identified in the above referenced Exhibit A-3.

B. Licensed Agency Population. The Enterprise License will be available only if an Agency wishes to license its entire population of users. The term "users" is defined to mean all employees and on-site contractors or off-site contractors accessing Agency owned or leased hardware. The programs may only be used for the purpose of supporting the Agency's internal business operations. The population must be specifically defined in the ordering document agreed to by the contractor and the Agency. The licensed Agency population must be identifiable by objective evidence, such as annual budgeting or appropriation documents. This user population specified in the ordering document is hereinafter to referred to as the "Licensed Agency Population."

C. Annual Verification and True-Up. Each Oracle SmartBUY Enterprise License shall contain an annual true-up provision agreed to by the contractor and the Agency that provides for an annual adjustment of the Licensed Agency Population. Such provision shall provide that on the first annual anniversary of the effective date of the enterprise license ordering document, and every anniversary date thereafter, the Agency shall be required to report to Oracle in writing the then current total number of users comprising the Licensed Agency Population metric (e.g., total employees and on-site and off-site support contractors) substantiated by objective evidence, as specifically defined and set forth in the ordering document. If the report to Oracle identifies an increase in the users comprising the Agency Population compared to the

Licensed Agency Population (as originally established or as adjusted by a previous true-up), the Agency shall be required to place an order to account for the additional usage of the Enterprise License as well as to provide for additional Technical Support associated with the additional usage. This adjustment shall only be required when users comprising the Agency Population:

(a) increase by three percent (3%) or more over the Licensed Agency Population and the Licensed Agency Population is less than 15,001;

(b) increase by two percent (2%) or more over the Licensed Agency Population and the Licensed Agency Population is between 15,001 to 99,999;or

(c) increase by one percent (1%) or more over the Licensed Agency Population and the Licensed Agency Population is greater than 99,999.

If, on the annual anniversary date, there is no change or a decrease in the users comprising the Licensed Agency Population, no additional fees shall be due and the Licensed Agency Population will remain unchanged. An Agency shall not be entitled to a refund, credit or other consideration of any kind in the event of a reduction in the number of users comprising the Licensed Agency Population.

Note: *Unless specifically provided otherwise in the ordering document between the contractor and the Agency, all true-up and technical support renewals shall occur between Oracle and the Agency, even if the original ordering document was not directly with Oracle.*

Note: *If on any anniversary date, the Agency elects not to certify, update the Enterprise License, or provide payment (if appropriate), upon Oracle's prior written notice to the Agency, the Enterprise License shall revert to Oracle's standard license metrics; any such reversion shall be in accordance with Oracle's standard migration policies and license metrics in effect at the time. In no event shall the Agency be entitled to any refund or other consideration, nor shall the Agency be relieved of any obligation to pay for technical support that the Agency may have ordered, should the Agency cause such reversion under this provision. If the Agency is not current on technical support for the Enterprise License at the time this clause is invoked, the Agency shall be required to pay appropriate fees for lapsed support pursuant to Oracle's standard policy in order to purchase technical support for the licenses resulting from this provision. This provision shall not require Oracle to deliver any programs nor entitle Agency to any program updates.*

D. Support Cap: Enterprise Licenses acquired under this BPA will have a 0% support cap for the initial two annual support renewals and a 2% support cap for the third annual support renewal.

E. Assignment of Enterprise Licenses: In the event an Agency that has purchased an Enterprise License under this BPA ("Licensed Agency") is re-organized or

restructured such that its responsibilities and operations are transferred to another Agency, such Licensed Agency shall have the right to assign affected program licenses to a successor. Such assignment shall only be effective if: (1) the Licensed Agency provides advance written notice to Oracle; (2) the Licensed Agency has continuously maintained Software Update License & Support; and, (3) the Licensed Agency and the successor Agency agree to be bound in writing to appropriate modifications and/or ordering documents as mutually agreed by the parties to effectuate the assignment.

F. Surge Usage for National Defense. Where appropriate, subject to mutual agreement, DoD and Agencies directly supporting national security efforts may be provided surge usage in the event of a war or national mobilization. The following language may be included in the ordering document, subject to contractor's agreement:

"In the event of a declaration of war or national mobilization, for a period of time no greater than twelve months, there shall be no limit on the number of licenses for the Programs for temporary use by the 'ordering Activity' to support its operations. This temporary use is only for Programs licensed on this Ordering Document."

G. Migration: Agencies shall migrate programs previously licensed into the Enterprise License pursuant to Oracle's then current migration policies, to the extent the Agency is up to date on technical support. At the time of migration of such program licenses, it will be necessary for the contracting officer to agree to terminate the migrated licenses and to provide the contractor written assurance in the ordering document indicating that the Agency is authorized to enter into the migration option with respect to the terminated licenses. Except for credit provided under Oracle's then current migration policy, Customer shall not be entitled to any refund or other consideration should Customer elect to migrate to the Enterprise License.

H. Open Market. Oracle does not maintain an Enterprise License metric on its GSA Contract; however, software programs in the bundles in Exhibit A-3, which are being made available under this BPA, are on Oracle's GSA Contract. Any programs not on Oracle's underlying GSA Contract must be identified as open market items at the time of order placement.

7. Pricing.

The base price offered by Oracle under this contract for any software product under a lease or special solution shall not exceed the price of that software product based on the same program/metric/license combination available on this BPA. The terms of the lease shall be at least as good as the rates provided in the applicable GSA Contract.

Oracle agrees that in no case shall the prices charged under this BPA be more than the prices reflected in Oracle's GSA Contract for identical products (as defined by the program/metric/license combination) and first year technical support services. No less than

quarterly, Oracle shall propose to adjust its BPA CLIN prices to reflect price adjustments made during the previous quarterly period under its GSA Contract for the identical products and first year technical support services. These price adjustments will include any economic price increases in the GSA Contract prices.

No less than quarterly, Oracle agrees to provide APM-ASCP with an electronic copy of its U.S. Price List for software products and first year technical support as well as applicable change records.

8. Discount Structure.
All prices in Exhibits A-1 through A-3 are net prices; there are no additional discounts.

9. Voluntary Price Reductions and Special Solutions.
Oracle can voluntarily reduce prices at any time by giving 24-hour advance notice (via FAX or E-mail) to the BPA Contracting Officer and the U.S. Army Small Computer Product Manager. In addition, Oracle may negotiate special discounts for specific orders for their respective CLINs. These special discounts shall be negotiated under CLIN 1003, Special Solutions.

10. Audits.

Unless expressly provided otherwise in an individual order, Licensee shall perform an internal audit annually and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use. The Licensee will furnish Oracle with a signed certification that the programs are being used pursuant to the provisions of the order including but not limited to the license quantities, or Licensee shall permit Oracle to have access to Licensee records and computer systems and the right to audit such systems to insure software use is in accordance with its license terms. All Oracle personnel must have appropriate security clearances to gain access to Licensee site or data, if required.

11. Maintenance.

A. Annual Technical Support for Programs is provided under Oracle's Technical Support policies, which are in effect on the date Technical Support services are ordered. The current version of the technical support policies may be accessed at http://oracle.com/contracts. Oracle's Technical Support policies are subject to change at Oracle's discretion; however, Oracle will maintain a materially equivalent level of services provided for supported programs during the period for which fees for technical support have been paid.
B. Oracle will provide twelve months notice prior to desupporting any product acquired under this BPA; notice will be provided in the same manner as it is to other customers via Metalink provided customer has continually maintained technical support.
C. If Oracle reduces or replaces the functionality contained in the licensed products ("Licensed Product"), and provides this functionality as a separate or renamed product ("Product") at no additional cost to customers currently under Oracle technical support for the Licensed Product, then an ordering Activity shall be entitled to the license of such Product which is generally available in production release at no

additional license or maintenance fee, provided that such Ordering Activity is under then current Oracle technical support for that Licensed Product, and subject to the terms and agreements of the applicable license agreement.

12. Reporting and Payment of Fees.

As a result of this BPA, Oracle shall be solely responsible for the following:

1. Reporting:
   a. Submittal of Consolidated ASCP Deliverable reports, and
   b. Submittal of applicable GSA reports; and
2. Payment of the GSA Industrial Funding Fee (IFF) and Acquisition, Contracting & Technical (ACT) Fee for Service for all orders awarded to Oracle.

Note:
The Government will require any Oracle reseller awarded an ESI BPAs to be individually responsible for the following:

1. Reporting:
a. Submittal of ASCP Deliverable reports to Army Small Computer Program, copying Oracle, in sufficient time to enable Oracle to meet the required delivery date for the ASCP Deliverable report,
b. Accuracy of ASCP report data, and
b. Submittal of applicable GSA reports; and
2. Payment of the GSA Industrial Funding Fee (IFF) and Acquisition, Contracting & Technical (ACT) Fee for Service for all orders awarded to the reseller.

B. AUTHORIZED USERS AND POINTS OF CONTACT

1. Authorized BPA Users.
This Enterprise Software Agreement/SmartBUY Contract is open to all U.S. Executive Agencies (as defined in 48 CFR 2.1), including the Department of Defense (DOD), and authorized contractors, except as restricted herein.

Pursuant to FAR Part 51, contractors performing work for the Agencies set forth above may use this BPA on behalf of and for the benefit of an Agency(ies) if they provide Oracle with a bona fide Letter of Authorization from their cognizant Contracting Officer. The letter must be on appropriate Government letterhead; it must authorize the contractor to use this BPA; it must cite the specific contract under which work is being performed by the Federal Government; it must cite the inclusive dates during which the authorization is valid; and, it must be signed by the Contractor's cognizant Contracting Officer. Contracting Officers for Contractors working in a classified environment shall coordinate the letter of authorization requirements with APM-ASCP.

2. BPA POINTS OF CONTACT

a. Procuring Contracting Officer (PCO):
Name: Ron Hyde
U.S. Army Contracting Agency – ITEC4
Phone: 703-325-4625

Fax: 703-428-9842
Email: ron.hyde@us.army.mil

b. Software Product Manager (SPM):
Name: Diane Grim
Assistant Project Manager – Army Small Computer Program
Phone: 732-427-6723
Fax: 732-532-5185
Email: diane.grim@us.army.mil

c. Customer Point of Contact: (to be specified on each order)

d. Oracle USA, Inc.-Contractual:
Name: Glenda Sakati
Manager, Federal Licensing Contracts
Phone and Fax: 703-364-4056
Email: glenda.sakati@oracle.com

e. Oracle USA, Inc. – Program Management/Reporting:
Name: Anne Achey
Business Development Representative
Phone and Fax: 703-364-3110
Email: anne.achey@oracle.com

C. ORDERING

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at http://www.esi.mil. The Government will also post this contract to https://ascp.monmouth.army.mil/scp/contracts/viewcontract.jsp?cNum=W91QUZ-07-A-0001

1. DFARS Section 208.74 directs DoD software buyers and requiring officials to check the DoD ESI website for DoD inventory or an ESA before using another method of acquisition. These steps for the DoD buyer are summarized from the DFARS:

   a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.

   b. If the required software rights or maintenance are not available from inventory or from an ESA, then the contracting officer or requiring official may use an alternate method of acquisition, subject to laws and policy.

   c. If the required software or maintenance are not available from inventory but are available from an ESA, then the contracting officer or requiring official must follow the procedure in the DFARS Section 208.74.

2. **Delivery Orders.** Delivery requirements and administration will be stipulated on Delivery Orders.

   a. Notice to DoD Ordering Offices: When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.405-70.

   b. Ordering via this BPA is decentralized. Orders are prepared in accordance with the terms and conditions of this BPA and the GSA Contract. Orders may be placed by credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155 submitted to the ASCP COPO office.

   c. Orders will be placed against this BPA in accordance with the GSA Contract and the APM-ASCP ordering instructions located at https://ascp.monmouth.army.mil. To identify orders purchased via this Agreement, the BPA number shall appear on each order. The order shall also include identification of the ordering activity, point of contact phone number and electronic mail address and items purchased.

   d. Orders for Software Licenses and First Year Technical Support must be executed on an Oracle Ordering Document; a sample copy of an Ordering Document is included as Exhibit D hereto, and accompanied by a funded Purchase Order issued to Oracle. Oracle and an ordering activity may agree in writing in an order to bilateral changes, which pertain to the order. In no event may an ordering activity unilaterally impose additional terms, conditions or other requirements (e.g., Representations and Certifications or agency supplemental clauses) upon Oracle by virtue of their unilateral incorporation in or attachment to an order. In no event shall any additional terms, including any terms that are preprinted, attached to, or referenced in an order have any force or effect without the express written agreement of Oracle and the ordering activity.

   e. Ordering under this BPA is decentralized. Currently, the media used for orders is hardcopy, and through the PM-SCP Marketplace. Each hardcopy order issued under this BPA shall be forwarded to ASCP Centralized Order Processing Office (COPO) for verification and validation and a copy shall be forwarded to Oracle. The PM, Small Computer Program (PM-SCP) Central Order Processing Office (COPO) address is as follows:

      PEO EIS
      Assistant Project Manager, Army Small Computer Program
      ATTN: SFAE-PS- SCP (COPO)
      Building 283, Squier Hall
      Fort Monmouth, NJ 07703-5605
      Voice: 1-888-232-4405 (toll-free)
      Facsimile Number: 732-532-5185.

   f. The COPO shall forward orders to be performed by Oracle for CLINs ORCL-A001xx – ORCL-A228xx (Technology) and CLINs ORCL-B001xx – ORCL-B167xx (Applications) to:

      . Defense Contract Administration Office (1 copy) as specified on each

order,
. DFAS Payment Office (1 copy) as specified on each order, and
. Oracle USA, Inc.
Attn: Oracle ARMY BPA PM (Anne Achey)
1910 Oracle Way
Reston, VA 20190
Phone: 703-364-3110
Fax: 703-364-3110
E-Mail: anne.achey@oracle.com

3. **Delivery.** Deliveries shall be made to the locations specified in each order in accordance with the terms of Oracle's GSA Contract.

Shipments to APO addresses are prohibited unless specifically requested on the delivery order. Only the Assistant Project Manager Army Small Computer Program ("APM-ASCP") can expedite orders.

Acceptance shall be in accordance with Oracle's GSA Contract.

D. INVOICING AND PAYMENT

1. **Invoicing.** The requirements of a proper invoice are as specified in the GSA Schedule. Invoices shall be submitted to the payment address specified on each delivery order issued against this BPA.

2. **Payment.** Payment shall be made for items accepted by the Government specified in each delivery order. Payment procedures are in accordance with the GSA Schedule. The payment office shall be identified on each delivery order issued against the BPA. The Government will make payment in accordance with Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular, A-125, Prompt Payment. FAR 52.232-25, Prompt Payment (October 2003) applies. At the option of the Government payments under this BPA may be made by check, electronic funds transfer, or the automated clearinghouse.

3. **Fast Payment Procedure.** FAR 52.213-1, Fast Payment Procedure (Feb 1998), is hereby incorporated into this agreement.

E. BPA MANAGEMENT AND OVERSIGHT.

1. Oracle shall provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, periodic program management reviews, invoicing, payment and submission of monthly and quarterly reports.

2. **Report of Sales.** Report of sales shall be by submission of the Order Transaction (OT) and Vendor Status (VS) reports submitted to ASCP as a Microsoft Excel Spreadsheet within fifteen (15) days following the completion of the monthly reporting period. The reports shall be submitted in the standard format shown in Exhibit B. Negative reports are required. The Fee For Service (FFS) Report in the standard format shown in Exhibit B and FFS payment shall be submitted by the 30th calendar day after the end of each calendar quarter. The ASCP will provide copies of the FFS Report on a quarterly basis to the Federal Components participating in fee sharing. If the BPA contains services, current FFS paid by Delivery Order and total FFS paid will be included in the report.

3. **Universal Standard Products and Services Code.** The Universal Standard Products and Services Code (UNSPSC) is a required field of the Order Transaction (OT) report. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by ECCMA, the Electronic Commerce Code Management Association. The current version consists of more than 16,000 terms and is available free as a download at http://www.unspsc.org.

4. **Records.** The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

5. **Program Management Reviews (PMR).** Oracle PM shall participate in regular reviews of the progress of the BPA. Reviews shall be held no more than twice yearly as scheduled by the Software Product Manager. During these reviews Oracle shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA, as well as changes to Oracle business practices that Oracle believes may impact BPA transactions in the future. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.

6. **Marketing.** Oracle shall ensure that all assigned Federal sales personnel are knowledgeable of the details of this BPA and will dedicate reasonable resources to the effort of marketing and advertising this agreement as part of the normal sales cycle of participating in customer trade shows and sponsored events.

7. **Virtual IT Marketplace**. ESI and GSA have partnered to create the Virtual IT Marketplace (VITM). The VITM interfaces with GSA Advantage and provides ESI agreement product information to the DoD customer. The Contractor shall follow GSA procedures for electronic loading of ESI contract information to the VITM and will be responsible to ensure that the VITM data is maintained in a current status. The VITM may be accessed at www.VITM.gov.

8. **DoD Emall-IT Corridor.** As the scope of the DoD Emall-IT Corridor becomes finalized, Oracle will work with the Government to participate in this Government electronic ordering program as is mutually agreeable.

9. **APM-ASCP Roles and Responsibilities.** As the central order administration point for this BPA, APM-ASCP will provide the following value-added roles and responsibilities:

   a. Provide initial check of order for correctness, work with DoD customers to eliminate errors, thus reducing Oracle internal order processing costs;
   b. Resolve funding and pricing issues prior to order submission;
   c. Pre-Process orders to reduce the administrative burden and cost;
   d. Assist contractor in resolving invoice questions;
   e. Provide marketing support via Army Information Technology conferences, promotion of the BPA at other DoD conferences, and placement of Oracle products on the DoD Electronic Mall web-site.

10. **Multicore Processor Hardware.** The following shall apply with respect to new acquisition of programs available for licenses on a processor basis hereunder: ESI acknowledges that Oracle's then-current commercial policies with respect to processor licenses for multicore processor hardware shall apply unless different terms and conditions are negotiated within a specific ordering document.

F. STANDARDS

1. **Section 508 of the Rehabilitation Act Compliance.** Section 508 compliance information on the products provided by Oracle is available at http://www.oracle.com/accessibility/. Any requirements regarding Section 508 for services must be expressly agreed to by the Contractor and the ordering activity in the order.

G. FEE FOR SERVICE.

The Fee for Service (FFS) is 2% and represents the cost of awarding and administering this BPA. The FFS is in addition to the net product fees. Remittance of the FFS shall be made on a calendar quarter basis (i.e., January-March; April-June; July-September; and October-December) and is due thirty (30) days following the completion of the reporting period. Oracle shall only be required to report and pay FFS for those orders processed by Army COPO and forwarded to Oracle by Army COPO during the calendar quarter. Negative reports are required.

The Navy, Army, Air Force, DLA and GSA (for Civilian Agency Customers) are participating in a fee-sharing program. The contractor shall collect the 2% FFS under CLIN 1004 of the BPA. The following are examples of the methodology to be used in the calculation of the FFS:

License and 1st Year Technical Support (from Exhibit A)	$584,500.00
CLIN 1004 FFS (2%)	$11,690.00
TOTAL on PO	$596,190.00
License and 1st Year Technical Support (from Exhibit A)	$1,500,000.00
CLIN 1004 FFS (2%)	$30,000.00

TOTAL on PO	$1,530,000.00
Technical Support Renewals	$50,000.00
CLIN 1004 FFS (2%)	$1,000.00
TOTAL on PO	$51,000.00

SAMPLE BILLING CALCULATIONS ON CONSULTING SERVICES

	GSA Rate	Hours	Total
Principal Engineer (Non-Cleared)	$206.57	600	$123,942.00
Senior Engineer (Non-Cleared)	$169.44	200	$ 33,888.00
Subtotal			$157,830.00
ESI/SmartBUY Discount (4%)			$ - 5,313.20
Total Labor			$152,516.80
Fee For Service (2%)*			$ 3,050.34
Travel Expenses			$ 5,000.00
Total on PO:			$160,567.14

*Fee for Service is calculated on Labor only

The FFS shall be distributed in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service appearing in Column Z of the monthly Order Transactions Report. This field shall be notated DON, DOA, DOAF, DLA, or GSA as appropriate.

Fee for Service Report

Oracle is required to submit a Fee for Service Report to the Army Small Computer Program by the 30th calendar day after the end of each calendar quarter. This will be a consolidated report combining the Fee for Service reports of all Oracle resellers with ESI BPAs. Each reseller is required to submit a Fee for Service Report to the Army Small Computer Program, copying Oracle, in sufficient time to enable Oracle to submit the consolidated report to the Army Small Computer Program by the 30th calendar day after the end of each calendar quarter Oracle shall have no responsibility or liability for the accuracy of the resellers' Fee for Service reports. If no payments were received during the reporting period a negative report is required. Reports are non-cumulative, and should represent only the activity for the reporting period. APM-ASCP will report sales to Navy, Air Force, DLA, and GSA SmartBUY Program Management Office (SPMO) upon receipt of contractor Fee for Service Report.

ALL SALES

For DOD orders, the 2% FFS is split equally between the Service whose customer places the

order and the Service that manages the ESI software agreement. In other words, any Air Force order against an ESI agreement managed by Army results in 50% of the 2% fee being paid to the Air Force acquisition organization. The Army will retain the entire 2% fee under orders issued for Army activities under the ESI agreements managed by the Army. The vendor is responsible for distributing the FFS to all applicable Services in accordance with the instructions herein.

For orders placed hereunder by Civilian Agency Customers, the 2% FFS is split equally between the Army (ASCP) and the GSA SmartBUY Program Management Office (SPMO).

Note: Any change to the 2% FFS is subject to written approval by the APM, ASCP and the GSA SmartBUY Program Management Office. It is the Government's responsibility to obtain these approvals and provide them to Oracle prior to the execution of an order.

ARMY SALES

All Army FFS shall be remitted to PEO EIS by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA#
SCP Fee Reimbursement

***Checks must be accompanied by a transmittal letter (sample attached as Exhibit C-Army) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

Program Executive Office, Enterprise Information System (PEO EIS)
APM, Army Small Computer Program
Attn: SFAE-PS-EI-SCP (Margaret Kirsch)
Bldg. 283, Squier Hall
Fort Monmouth, NJ 07703-5605

NAVY SALES

The amount of FFS due the Navy shall be calculated at 1% of all Navy sales. All Navy FFS shall be remitted to Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA#/Vendor Name
SCP Fee Reimbursement

***NO transmittal letter is required. There is no specific accounting data for the Navy fees.

Regular US Post Office:
SPAWAR SYSTEMS CENTER CHARLESTON, NORFOLK OFFICE
Code 846.2, Bldg. V-53
Attn: E. Vonasek
PO Box 1376
Norfolk, VA 23501-1376

Overnight services:
SPAWAR SYSTEMS CENTER CHARLESTON, NORFOLK OFFICE
Code 846.2, Bldg. V-53
Attn: E. Vonasek
9456 Fourth Avenue
Norfolk, VA 23511-2130

AIR FORCE SALES

The amount of FFS due the Air Force shall be calculated at 1% of all Air Force sales. Remit FFS to DFAS ATDT by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA#
ESI-SW Fee Sharing
***Checks must be accompanied by a transmittal letter (sample attached as Exhibit C - Air Force) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

DFAS-DE/ATDT/DEDE
(Attn: Shanna Olinger)FOR :3801-LI
6760 EAST IRVINGTON Place
Denver, CO 80279-
FedEx, UPS or Other Alternate Delivery:
Defense Finance & Accounting Service
DFAS-DE/ATDT/DEDE
(Attn: Shanna Olinger)
6760 East Irvington Place
Denver, Colorado 80279

Mail a copy of the check and transmittal letter to:

HQ 754 ELSG/KABS
Bldg 892
490 East Moore Drive
MAFB-Gunter Annex, AL 36114-3014mailto:

If the payment of the full amount of the fee is not made by the Contractor within the allotted time plus 30 calendar days, it shall constitute a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights under the Debt Collection Act of 1982.

CIVILIAN AGENCY SALES

The amount of FFS due to SPMO shall be calculated at 1% of all Civilian Agency Sales.

The Contractor shall remit the FFS to the SPMO in U.S. dollars within 30 calendar days after the end of the reporting quarter to:

GSA
Attn: Pebble Randolph
SmartBUY Program Management Office
10304 Eaton Place
Fairfax, VA 22030

DLA SALES

The amount of FFS due DLA shall be calculated at 1% of all DLA sales.

Remit FFS to the address provided below by corporate or cashiers check made payable to "Treasurer of the United States". No transmittal letter is required with submission of DLA's fee checks. Checks must include the following information to ensure proper crediting of the payment:

BPA Number: W91QUZ-07-A-0001
DoD Enterprise Software Agreement – Qtrly Fee

Send Check to the Following:

Defense Logistics Agency
DES Acquisition Staff Directorate
Attn: Connie House, DES-A
8725 John J. Kingman Road, Room 1145
Fort Belvoir, VA 22060-6220

Mail a copy of the check to:

Defense Logistics Agency
ATTN: Susan Lizzi, J-654
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6221

Or email copy to:

susan.lizzi@dla.mil

List of Exhibits –

Exhibit A	Oracle Price Tables
A-1	Technology Program Licenses
A-2	E-Business Suite Program Licenses
A-3	Oracle SmartBUY Enterprise Licenses
A-4	Other Oracle CLINs
Exhibit B	BPA Report Formats
Exhibit C	Sample Letters for Transmittal of FFS
Exhibit D	Sample Oracle Ordering Document

Exhibits A-1 and A-2 have been provided at the following website:

https://ascp.monmouth.army.mil/scp/contracts/DEAL-O_homepage.jsp

Customers can click on the "DEAL-O Oracle USA, Inc." link at the bottom of the page to access the Oracle BPA.

Exhibit A-3 ORACLE SmartBUY Enterprise Licenses

Option #1 - Oracle DB-EE (CLIN ORA-EL1)

Oracle Program Name	Price Notes	Oracle License Basis	Net License Fee Per User	Annual Support Software Update License & Support
Oracle Database Enterprise Edition		Licensed Users *	$200.00	$44.00

Enterprise License Add-On Purchases

(Prices are available for Licenses Purchased at Time of Enterprise License.)

Oracle Program Name	Price Notes	Oracle License Basis	Net License Fee Per User/ Processor	Annual Support Software Update License & Support
Oracle Database Enterprise Edition Options				
Advanced Security	1	Licensed Users *	$50.00	$11.00
Partitioning	1	Licensed Users *	$50.00	$11.00
Spatial	1	Licensed Users *	$50.00	$11.00
Real Application Clusters	1	Licensed Users *	$100.00	$22.00
Label Security	1	Licensed Users *	$50.00	$11.00
Enterprise Managers				
Diagnostics Pack	1	Licensed Users *	$15.00	$3.30
Tuning Pack	1	Licensed Users *	$15.00	$3.30
Change Management Pack	1	Licensed Users *	$15.00	$3.30
Configuration Management Pack	1	Licensed Users *	$15.00	$3.30
Internet Application Server				
Internet Application Server Enterprise Edition		Licensed Users *	150.00	33.00
Oracle Database				
Enterprise Edition		Processor	$10,000.00	$2,200.00
Enterprise Edition Options:				
Partitioning	1	Processor	$2,500.00	$550.00
Spatial	1	Processor	$2,500.00	$550.00
Advanced Security	1	Processor	$2,500.00	$550.00

Exhibit A-3 ORACLE SmartBUY Enterprise Licenses

Option #1 - Oracle DB-EE (CLIN ORA-EL1)

Real Application Clusters	1	Processor	$5,000.00	$1,100.00
Label Security	1	Processor	$2,500.00	$550.00
Enterprise Managers				
Diagnostics Pack	1	Processor	$750.00	$165.00
Tuning Pack	1	Processor	$750.00	$165.00
Change Management Pack	1	Processor	$750.00	$165.00
Configuration Management Pack	1	Processor	$750.00	$165.00
Internet Application Server				
Internet Application Server Enterprise Edition		Processor	$7,500.00	$1,650.00

NOTES:

- All users of this BPA are required to paid the FFS fee in addition to Net License Fee
- All fees shown for Enterprise License are NET fees; there are no additional discounts.
- Enterprise License must cover ALL Agency Population.
- Enterprise License is for purposes of direct internal business of buying Agency only.
- Additional Terms (such as Verification, True-up, Transferability, Support Cap) to be defined in Ordering Document.
- Options must match the number of licenses of the associated database.
- Licensed User is not a standard metric on GSA Schedule Contract GS-35F-0009T and is offered as part of the BPA Special Solutions as defined in section 9. Voluntary Price Reductions and Special Solutions. All programs offered as Special Solutions are on Oracle's GSA Schedule Contract GS-35F-0009T.

Exhibit A-3 ORACLE SmartBUY Enterprise Licenses

Option #2 - Oracle DB-EE and iAS-EE (CLIN ORA-EL2)

Oracle Program Name	Price Notes	Oracle License Basis	Net License Fee Per User	Annual Support Software Update License & Support
Oracle Database Enterprise Edition Internet Application Server Enterprise Edition		Licensed Users *	$280.00	$61.60

Enterprise License Add-On Purchases

(Prices are available for Licenses Purchased at Time of Enterprise License.)

Oracle Program Name	Price Notes	Oracle License Basis	Net License Fee Per User/ Processor	Annual Support Software Update License & Support
Oracle Database Enterprise Edition Options				
Advanced Security	1	Licensed Users *	$40.00	$8.80
Partitioning	1	Licensed Users *	$40.00	$8.80
Spatial	1	Licensed Users *	$40.00	$8.80
Real Application Clusters	1	Licensed Users *	$80.00	$17.60
Label Security	1	Licensed Users *	$40.00	$8.80
Enterprise Managers				
Diagnostics Pack	1	Licensed Users *	$12.00	$2.64
Tuning Pack	1	Licensed Users *	$12.00	$2.64
Change Management Pack	1	Licensed Users *	$12.00	$2.64
Configuration Management Pack	1	Licensed Users *	$12.00	$2.64
Oracle Database Enterprise Edition		Processor	$8,000.00	$1,760.00
Enterprise Edition Options:				
Partitioning	1	Processor	$2,000.00	$440.00
Spatial	1	Processor	$2,000.00	$440.00
Advanced Security	1	Processor	$2,000.00	$440.00
Real Application Clusters	1	Processor	$4,000.00	$880.00
Label Security	1	Processor	$2,000.00	$440.00
Enterprise Managers				
Diagnostics Pack	1	Processor	$600.00	$132.00

Exhibit A-3 ORACLE SmartBUY Enterprise Licenses

Option #2 - Oracle DB-EE and iAS-EE (CLIN ORA-EL2)

Tuning Pack	1	Processor	$600.00	$132.00
Change Management Pack	1	Processor	$600.00	$132.00
Configuration Management Pack	1	Processor	$600.00	$132.00
Internet Application Server				
Internet Application Server Enterprise Edition		Processor	$6,000.00	$1,320.00

NOTES:

- All users of this BPA are required to paid the FFS fee in addition to Net License Fee
- All fees shown for Enterprise License are NET fees; there are no additional discounts.
- Enterprise License must cover ALL Agency Population.
- Enterprise License is for purposes of direct internal business of buying Agency only.
- Additional Terms (such as Verification, True-up, Transferability, Support Cap) to be defined in Ordering Document.
- Options must match the number of licenses of the associated database.
- Licensed User is not a standard metric on GSA Schedule Contract GS-35F-0009T and is offered as part of the BPA Special Solutions as defined in section 9. Voluntary Price Reductions and Special Solutions. All programs offered as Special Solutions are on Oracle's GSA Schedule Contract GS-35F-0009T.

Exhibit A-3 ORACLE SmartBUY Enterprise Licenses

Option #3 - Oracle DB-EE Stack with iAS-EE (CLIN ORA-EL3)

Oracle Program Name	Price Notes	Oracle License Basis	Net License Fee Per User	Annual Support Software Update License & Support
Oracle Database Enterprise Edition				
Oracle Database Enterprise Edition Options				
Advanced Security				
Partitioning				
Spatial				
Real Application Clusters				
Label Security		Licensed Users *	$454.40	$99.97
Enterprise Managers				
Diagnostics Pack				
Tuning Pack				
Change Management Pack				
Configuration Management Pack				
Internet Application Server				
Internet Application Server Enterprise Edition				

Enterprise License Add-On Purchases

(Prices are available for Licenses Purchased at Time of Enterprise License.)

Oracle Program Name	Price Notes	Oracle License Basis	Net License Fee Per Processor	Annual Support Software Update License & Support
Oracle Database				
Enterprise Edition		Processor	$6,400.00	$1,408.00
Enterprise Edition Options:				
Partitioning	1	Processor	$1,600.00	$352.00
Spatial	1	Processor	$1,600.00	$352.00
Advanced Security	1	Processor	$1,600.00	$352.00
Real Application Clusters	1	Processor	$3,200.00	$704.00
Label Security	1	Processor	$1,600.00	$352.00
Enterprise Managers				
Diagnostics Pack	1	Processor	$480.00	$105.60
Tuning Pack	1	Processor	$480.00	$105.60

Exhibit A-3 ORACLE SmartBUY Enterprise Licenses

Option #3 - Oracle DB-EE Stack with iAS-EE (CLIN ORA-EL3)

Change Management Pack	1	Processor	$480.00	$105.60
Configuration Management Pack	1	Processor	$480.00	$105.60
Internet Application Server				
Internet Application Server Enterprise Edition		Processor	$4,800.00	$1,056.00

NOTES:

- All users of this BPA are required to paid the FFS fee in addition to Net License Fee
- All fees shown for Enterprise License are NET fees; there are no additional discounts.
- Enterprise License must cover ALL Agency Population.
- Enterprise License is for purposes of direct internal business of buying Agency only.
- Additional Terms (such as Verification, True-up, Transferability, Support Cap) to be defined in Ordering Document.
- Options must match the number of licenses of the associated database.
- Licensed User is not a standard metric on GSA Schedule Contract GS-35F-0009T and is offered as part of the BPA Special Solutions as defined in section 9. Voluntary Price Reductions and Special Solutions. All programs offered as Special Solutions are on Oracle's GSA Schedule Contract GS-35F-0009T.

Exhibit A-3 ORACLE SmartBUY Enterprise Licenses

Support Pricing in the above tables represents Oracle's standard Support Pricing.
Should the Net License amount exceed the thresholds below, the Support Price will be calculated using the percentages shown.

SUPPORT, Single Order per Agency Range			
Order Level	Net License		Percentage
1	$ 1	$ 5,500,000	22%
2	$ 5,500,001	$ 10,500,000	20%
3	$ 10,500,001	$ 21,000,000	18%
4	$ 21,000,001	$ 51,000,000	17%
5	$ 51,000,001	+++	16%

Exhibit A-4

Other BPA CLINS	CLIN	Cost
Additional Items - GSA Contract - In accordance with Section A.1 of BPA	**1001**	TBD
Open Market Items – In accordance with Section A.1 of BPA	**1002**	TBD
Special Solutions* - In accordance with Section A.1 of BPA	**1003**	TBD
Special Solutions* – Support Renewals	**1003SR**	TBD
Special Solutions* – Lease	**1003LS**	TBD
Fee for Service - 2% FFS in accordance with Section F of BPA	**1004**	TBD

*Special Solutions are comprised of products on the Oracle GSA Schedule offered at special pricing.

Exhibit B

Order Transactions (OT)
(File Layout Definition)

1. **This report applies ONLY to orders that do not go through COPO (i.e., electronic or credit card orders).** This report is due within 15 calendar days of each monthly reporting period.
2. An e-mail response is required for negative reports (no transactions to report).
3. This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to amsel-dsa-scp-cr@mail1.monmouth.army.mil.
4. No extra spaces, commas, or ampersands allowed in the spreadsheet. Dashes are allowed. File name cannot be more than 50 characters in length. Vendor needs to ensure leading zeros are not dropped. For example, Zip Code "07703" should not appear as "7703"; Order Number "0030" should not appear as "30"; CLIN Number "0003AA" should not appear as "3AA".
5. NOTE: Order Transaction and Vendor Status reports are cross-referenced for reconciliation and therefore, data must be consistent in all 3 reports (i.e. order number, dates, dollar amounts, etc.).

Excel Column	Column Name	Format	Comments
A	Contract Number	Alphanumeric (21)	
B	Order Number	Alphanumeric (30)	1. Must be unique (minimum 4 digits). 2. You cannot report this order more than once in the same file. (The order can have as many line items as you wish). 3. Record order number **exactly** as it appears on the order.
C	Order Mod Number	Alphanumeric (25)	*Data required only when* reporting a MOD.
D	Transaction Type	Alphanumeric (2)	The order types are as follows: CC = Credit Card, DO= Direct Ordering (paper order).
E	Date of Order or date of Order Mod	DD-MMM-YYYY	Report the actual date of the order, or when reporting an order mod, report the date of the order mod.
F	Date Transaction Cancelled	DD-MMM-YYYY	*Data required only for* Cancelled order/mods.
G	UNSPSC	Alphanumeric (14)	Format is ##. ##. ##. ##. ##. Last two positions should be "00" except for Low End Servers (32-Bit) = 01 and High End Servers (64-Bit) = 02
H	CLIN Number	Alphanumeric (39)	Unique contract identifier of item being ordered (as identified in contract, i.e. product #, manufacturer part #, contract line item)
I	CLIN Quantity	Number (7,0)	CLIN quantity being ordered.
J	CLIN Unit	Number (11,2)	Price per item.

	Price		
K	CLIN Extended Dollar Amount	Number (11,2)	Extended Dollar Amount = (CLIN quantity x unit price) No formatting (i.e. No $ signs, commas, etc).
L	Dollar amount of Transaction	Number (12,2)	Reflects the dollar amount of this reported transaction (order or order mod.)
M	POC Last Name	Alphanumeric (35)	Customer's Last Name. (Use this column for customer's full name when unable to separate first name, last name, title into separate columns)
N	POC First Name	Alphanumeric (35)	Customer's First Name.
O	POC Title	Alphanumeric (35)	Customer's Title (i.e. COL, Mr., Ms., etc.).
P	Telephone Number	Alphanumeric (20)	Customer's telephone number. Format: 9999999999
Q	Email address	Alphanumeric (40)	Customer's email address.
R	Street Address 1	Alphanumeric (40)	First line of the Customer's Ship-To address.
S	Street Address 2	Alphanumeric (40)	Second line of the Customer's Ship-To address.
T	Street Address 3	Alphanumeric (40)	Third line of the Customer's Ship-To address.
U	City	Alphanumeric (27)	Customer's Ship-To City.
V	State	Alphanumeric (2)	Customer's Ship-To State for USA only. Post office two character abbreviation.
W	Country	Alphanumeric (27)	*Data required only when* reporting a country other than USA.
X	5-digit Zip Code	Number (5)	Five-digit Customer Ship-To zip code.
Y	4-digit Zip Code Extension	Number (4)	Four-digit extension Customer Ship-To zip code.
Z	Service or Agency	Alphanumeric (20)	Use the abbreviation from the *Service/Agency* list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AA	Army Activity	Alphanumeric (20)	*Data required only for Army.* Use the abbreviation from the *Army Activity* list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AB	Comments	Alphanumeric (2000)	Free text.
AC	ASCP Reserved 1	Alphanumeric (2000)	Reserved for Product Leader.

AD	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

Exhibit B

Vendor Status (VS)
(File Layout Definition)

1. This report is due within 15 calendar days of each monthly reporting period.
2. An e-mail response is required for negative reports (no transactions to report).
3. This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to amsel-dsa-scp-cr@mail1.monmouth.army.mil.
4. No extra spaces, commas, or ampersands allowed in the spreadsheet. Dashes are allowed. File name cannot be more than 50 characters in length.
5. Vendor needs to ensure leading zeros are not dropped. For example, order number 0030 should not appear as 30.
6. When canceling orders, enter the date in the **Date Transaction Cancelled** column in this report.
7. NOTE: Order Transaction and Vendor Status reports are cross-referenced for reconciliation and therefore, data must be consistent in both reports (i.e. order number, dates, dollar amounts, etc.).
8. Format for 16 required columns (all 16 columns are required even when there is no data for a specific column):

Excel Column	Column Name	Format	Comments
A	Contract Number	Alphanumeric (21)	
B	Order Number	Alphanumeric (30)	Record order number **exactly** as it appears on the order.
C	Order Mod Number	Alphanumeric (25)	*Only Required when* reporting a mod.
D	Date Received by Vendor	DD-MMM-YYYY	(i.e. 09-FEB-2002)
E	Date Rejected by Vendor	DD-MMM-YYYY	*Data required only for* rejected orders.
F	Date Accepted by Vendor	DD-MMM-YYYY	A Vendor receives an order and either rejects it or accepts it as a valid order.
G	Date Transaction Cancelled	DD-MMM-YYYY	*Data required only for* Cancelled order/mods.
H	Projected Ship Date by Vendor	DD-MMM-YYYY	*Data required only when* reporting a projected ship date.
I	Vendor Ship Date	DD-MMM-YYYY	For all orders shipped by the Vendor.
J	Projected Delivery Date	DD-MMM-YYYY	*Data required only when* reporting a projected delivery date.
K	Contractually Due Date	DD-MMM-YYYY	This is a date calculated by the Vendor that shows when the order is contractually due. This formula is agreed to by the Product Leader and Vendor and takes into consideration contract requirements such as CONUS, OCONUS, SURGE, NON-SURGE, SERVICES, etc.

L	Service Start Date	DD-MMM-YYYY	*Data required only when* reporting services.
M	Service Completion Date	DD-MMM-YYYY	*Data required only when* reporting services.
N	Comments	Alphanumeric (2000)	Free text.
O	ASCP Reserved 1	Alphanumeric (2000)	Reserved for Product Leader.
P	ASCP Reserved 2	Alphanumeric (2000)	Reserved for Product Leader.

Exhibit B

Fee For Service (FFS)
(File Layout Definition)

1. FFS report applies to applicable ESI agreements only.
2. Report is due to ASCP the 30th calendar day after each calendar quarter. The data reported is for that reporting period activity only (not a cumulative listing).
3. If no payments were received during the previous month, a negative report is required.
4. This electronic report needs to be submitted as a Microsoft Excel Spreadsheet, to amsel-dsa-scp-cr@mail1.monmouth.army.mil.
5. No extra spaces, commas, or ampersands allowed in the spreadsheet. Dashes are allowed. File name cannot be more than 50 characters in length.
6. Vendor needs to ensure leading zeros are not dropped. For example, order number 0030 should not appear as 30.
7. SPECIAL NOTE TO VENDOR (S): Order Transaction, Vendor Status, and Fee for Service reports are cross-referenced for reconciliation and therefore, data must be consistent in all 3 reports (i.e. order number, dates, dollar amounts, etc.).

EXCEL COLUMN	COLUMN NAME	COLUMN FORMAT	COMMENTS
A	Report Number	Alphanumeric (21)	Must be Unique.
B	Report Type	Alphanumeric (21)	Use one of the following codes **I** = Initial Report **R** = Replace all previously reported information for this frame with this new data **M** = This report modifies some of the information reported during this time frame
C	Report Start Date	DD-MON-YYYY	(i.e. 01-MAR-2002)
D	Report End Date	DD-MON-YYYY	(i.e. 31-MAR-2002)
E	Contract Number	Alphanumeric (21)	
F	Order Number	Alphanumeric (30)	Must be reported **exactly** as shown on the customer order.
G	Order Mod Number	Alphanumeric (25)	*Data required only when* reporting a MOD.
H	Dollar Amount of Transaction	Number (12,2)	Reflects dollar amount of the transaction (order or MOD being reported). No formatting (i.e. No $ signs, commas, etc).
I	Date Transaction Sent to Vendor	DD-MON-YYYY	(i.e. 09-FEB-2002)
J	2 Percent Fee for Transaction	Number (12,2)	
K	Previous Payment Made	Number (12,2)	

	on Transaction		
L	Current Payment	Number (12,2)	
M	Remaining Amount to be Paid	Number (12,2)	
N	Transaction Type	Alphanumeric (2)	Order types are as follows: CC = Credit Card DO = Direct Ordering (paper direct to vendor) PA = Paper (sent to vendor by COPO)
O	Other Agency Share Fee Payable	Number (12,2)	If applicable. Fee share amount due to either Navy, AF or DLA (50% of Column L)
P	Other Agency for Share Fee	Alphanumeric (21)	If applicable. Identify as 'USN', 'DLA', or 'USAF' generated Delivery Order
Q	Army Fee Payable	Number (12,2)	If applicable. Column L minus Column O Amounts
R	Comments	Alphanumeric (2000)	Free text.
S	COPO#	Number	Number assigned by COPO, if applicable
T	Civilian Agency	Alphanumeric (2000)	For POs identified as GSA, the customer identification.
U	Non-Standard Discounts (License)	Number (5,2)	Reflects any discounts for license purchases greater than BPA standard discount.

The FFS payment is calculated by dividing the "Amount Paid to Vendor" column on the army Fee-for-Service Reconciliation Report by 1.02, and then multiplying this value by .02. (Example provided below):

A	B	C
DOLLAR AMOUNT OF TRANSACTION	COLUMN A DIVIDED BY 1.02	SCP 2% FFS (2% OF COLUMN B)
$1,000.00	$980.39	$19.61

NOTE: The rounding feature in Excel is <u>not</u> to be utilized when totaling columns of numbers.

<u>SAMPLE</u>
VENDOR REPORT FORMAT

A	B	C	D	E	F	G	H	I	J	K	L	M	N

REPORT NUMBER	REPORT TYPE	REPORT START DATE	REPORT END DATE	CONTRACT NUMBER	ORDER NUMBER	MOD NUMBER	DOLLAR AMOUNT OF TRANS	DATE TRANSSENT TO VENDOR	1 PERCENT FEE FOR TRANS	PREVIOUS PYMT MADE ON TRANS	CURRENT PYMT	REMAINING AMOUNT TO BE PAID	TRANS TYPE
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO01		100000.00	14-Mar-2002	990.10	0.00	990.10	0.00	DO
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO01	0001	10000.00	15-Mar-2002	99.01	0.00	99.01	0.00	DO
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO16		25000.00	10-Jan-2002	247.52	100.00	100.00	47.52	DO
FFS2002-03	I	1-Mar-2002	31-Mar-2002	DAAB15-XX-X-XXXX	DO25		5000.00	12-Mar-2002	49.50	0.00	49.50	0.00	CC

O	P	Q	R	S	T	U
Other Agency Fee Payment	Other Agency	Army Fee Payment	Comments	COPO #	Civilian Agency	Non-Standard Discounts (License)
495.05	AF	495.05				
0		99.01				
50.00	USN	50				
0		49.50				

- **NOTE**: REPORT BREAKS BY SPECIFIC CONTRACT/BPA WHEN VENDOR HOLDS MORE THAN 1 CONTRACT/BPA.

EXHIBIT C

TRANSMITTAL LETTERS
SAMPLE TRANSMITTAL LETTERS

FOR ARMY

Date:

MEMORANDUM FOR Army Small Computer Program
PEO Enterprise Information Systems
Assistant Project Manager, Army Small Computer Program
SFAE-PS-EI-SCP (Attn: Margaret Kirsch)
Building 283 (Squier Hall)
Fort Monmouth, NJ 07703-5605

From: (Company name):
(POC for this transaction):
(Street Address):
(City, State, and Zip Code):

SUBJECT: Collection of Checks for (name of company and BPA/contract #) – FY06, etc.

1. Collection of the check will include the following:

   a. Please make check payable to United States Treasury
   b. Mail original check to address below:

      PEO Enterprise Information Systems
      Assistant Project Manager, Army Small Computer Program
      SFAE-PS-EI-SCP (Attn: Margaret Kirsch)
      Building 283 (Squier Hall)
      Fort Monmouth, NJ 07703-5605

2. Direct questions to: Margie Kirsch, 732.427.6613

3. Provide copies of this letter and check to: AMSEL-dsa-scp-CR@mail1.monmouth.army.mil

EXHIBIT C

For Air Force

COMPANY NAME)

(Date)

MEMORANDUM FOR DEFENSE FINANCE and ACCOUNTING SERVICE
DFAS-DE/ATDT/DEDE
(Attn: Ms. Shanna Olinger)
FOR: 3801-LI
6760 East Irvington Place
Denver, Colorado 80279

FROM: (Company Name)
(Street Address)
(City, State and Zip Code)

SUBJECT: Collection of Checks for **ESI SW** – FY07 (CPEA00) For BPA
(Contract # _____)

1. This transmittal letter is to be used in lieu of a cash collection voucher (DD Form 1131).

2. Line of accounting to collect this check into is as follows:
5773400 307 47MZ 4KT0SW 04 592RR CSN: 007999 72806F 97 667100
FSR: 035480 PSR: 085647 DSR:
MORD: F2XTKB6269M007
NOTE: **Please do not alter any of the information above.**

3. Direct questions to (Company POC, Phone Number).

(Signature)

1 Atch: Check # -------

Note: Also provide a copy of the check payable to 3801-LI and transmittal letter sent to DFAS, Denver to the following address:

HQ 754 ELSG/KABS
Bldg 892
490 East Moore Drive
MAFB-Gunter Annex, AL 36114-3014

Mail, fax, or email is an acceptable means for forwarding copies to HQ 754 ELSG/KABS. Fax number is (334) 416-1351.
Email address is: kabfinance@gunter.af.mil. Subject Line Format of e-mail should be:

Contract Number with hyphens, CCR or DOSR Month Year, Contract Name, and Contractor Name

Example: FA0000-00-A-0000, CCR June 2006, ESI, Vendor, Inc.

Exhibit D

ORACLE **Sample Ordering Document**

Your Name: [Name of the Ordering Activity]

Your Location: [Address of the Ordering Activity]

ORACLE CONTRACT INFORMATION
Agreement: **DOD ESI SmartBUY**

Agreement Name: **W91QUZ-07-A-0001**

This ordering document incorporates by reference the terms of the agreement specified above ("agreement"). The following defined and capitalized terms in the referenced agreement shall have the same meaning as the stated terms in this ordering document: "ordering activity" and "you"/"your"; "Program" and "program"; "Technical Support" and "technical support"; "Supportable Programs" and "supportable programs"; "Third Party Programs" and "third party programs"; "Program Documentation" and "program documentation"; and "Ordering Document" and "ordering document"

A. PROGRAMS AND SERVICES

You have ordered the program licenses and [redacted] months of technical support services described below.

All fees on this Ordering Document are in US Dollars.

Oracle Program and Service Description	Quantity	Net Fee
License		
Software Update License & Support		

Media Description	Quantity	Net Fee

	Net Fee
License Fees	
Software Update License & Support Fees	
Media Pack Fees	
Total Fees	

B. GENERAL TERMS

1. **Commencement Date. All program licenses and the period of performance for technical support services are effective upon shipment of tangible media or upon the effective date of this ordering document if shipment of tangible media is not required.**

2. **Territory. The program licenses and services described in section A are for use in the United States.**

3. **Payment and Invoicing Terms.**

   a. **All fees due under this ordering document shall be paid net 30 days in accordance with the agreement.**

   b. **In accordance with the agreement: (i) license fees are invoiced as of the commencement date; and (ii) service fees are invoiced after the performance of the service, for technical support, services fees are invoiced quarterly in arrears from the commencement date.**

   c. **In addition to the fees listed in section A, Oracle will invoice you for any applicable taxes.**

4. **Delivery and Installation.**

   a. **Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: http://edelivery.oracle.com the programs listed in section A. Through the Internet URL, you can access and electronically download to the your location the current production release as of the effective date below of the software and related documentation for each program listed in section A. Provided that you have continuously maintained technical support for the programs listed in section A, you may continue to download the software and related program documentation for the programs listed in section A. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery web site. Oracle will deliver the tangible media on the particular hardware/operating system combination(s) listed in section A to the address specified by you on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified on page 1 of this ordering document. Each media pack consists of the current production release as of the effective date below for 1 copy of the software media and 1 set of program documentation (in the form generally available) for each program included in the media pack. The applicable shipping terms for the delivery of tangible media are: FOB Destination.**

   b. **You shall be responsible for installation of the software.**

5. **Source Code. Oracle may deliver source code as part of its standard delivery for particular programs; all source code delivered by Oracle is subject to the terms of the agreement, ordering document and program documentation.**

6. **Segmentation. The program licenses provided in this ordering document are offered separately from any other proposal for consulting services you may receive or have received from Oracle and do not require you to purchase Oracle consulting services.**

7. **Technical Support. Technical support acquired with your order may be renewed annually and, if you renew technical support for the same number of licenses for the same programs (except for**

any program designated as a third party program), for the first and second renewal years the fee for technical support will not increase by more than 4% over the prior year's fees. Annual technical support (including first year and all subsequent years) is provided under Oracle's Technical Support Policies in effect at the time the services are provided. You may access the current version of the Technical Support Policies at http://oracle.com/contracts.

8. **Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern use of the programs (including technical data) and any services deliverables provided pursuant to an order under this agreement, and to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations); additional information can be found on Oracle's Global Trade Compliance web site located at http://oracle.com/contracts. You agrees that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.**

9. **No Assignment of Orders, Licenses Or Services. You may not assign orders or give or transfer the programs and/or any services ordered or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to lease or finance the acquisition of the programs and/or any services, it will follow Oracle's policies regarding financing and leasing which are at http://oracle.com/contracts.**

The offer is valid through [redacted] and shall become binding upon execution by you and acceptance by Oracle.

[redacted]	ORACLE USA, INC.
Signature: _____	**Signature:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Signature Date: _____	**Signature Date:** _____
Effective Date: _____	**(to be completed by Oracle)**

Exhibit E

ESI/SmartBUY Professional Services Rates

Service Labor Category	Non-Cleared		Cleared	
		GSA		GSA
Senior Vice President	ORCLPS012NC	$396.94	ORCLPS012C	$426.56
Group Vice President	ORCLPS011NC	$359.81	ORCLPS011C	$386.66
Regional Vice President	ORCLPS010NC	$338.21	ORCLPS010C	$363.45
Sr. Practice Director	ORCLPS009NC	$324.03	ORCLPS009C	$348.21
Practice Director	ORCLPS008NC	$294.33	ORCLPS008C	$316.29
Practice Manager	ORCLPS007PNC	$253.15	ORCLPS007PC	$272.04
Technical Manager	ORCLPS007TNC	$253.15	ORCLPS007TC	$272.04
Managing Principal	ORCLPS006MNC	$235.60	ORCLPS006MC	$253.18
Senior Principal	ORCLPS006TNC	$235.60	ORCLPS006TC	$253.18
Principal Engineer	ORCLPS005NC	$206.57	ORCLPS005C	$221.98
Senior Engineer*	ORCLPS004NC	$169.44	ORCLPS004C	$182.09
Staff Engineer*	ORCLPS003NC	$147.16	ORCLPS003C	$158.15
Associate Engineer*	ORCLPS002NC	$110.71	ORCLPS002C	$118.97

Note:
*Designated labor categories are non-exempt employees and must only be provided incidential and used solely to support professional services, and cannot be purchased seperately
**Hourly rates for personnel with security clearances performing work under orders that delineate security requirements

Single Order Range	Discounts
$1-$1,000,000	4%
$1,000,001-$6,000,000	5%
$6,000,001+	6%

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been deleted:
PROPOSED SERVICE RATES

(End of Summary of Changes)