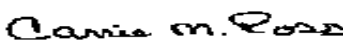


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 51	
2. CONTRACT NO. HC1028-09-A-2003-P00001		3. AWARD/EFFECTIVE DATE 18-Feb-2009		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY DISA/DITCO-SCOTT-PL83 2300 EAST DRIVE SCOTT AFB IL 62225-5406 TEL: FAX:		CODE HC1028		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE	
17a. CONTRACTOR/OFFEROR DLT SOLUTIONS, INC. 13861 SUNRISE VALLEY DR STE 400 HERNDON VA 20171-6126 ED ABBOT TEL. 703-709-7172		CODE 0S0H9		18a. PAYMENT WILL BE MADE BY		CODE	
FACILITY CODE				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
					\$0.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
						18-Feb-2009	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Carrie M. Ross / Contracting Officer TEL: 618-229-9569 EMAIL: Carrie.Ross@disa.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

Preamble: The DoD Enterprise Software Agreement (ESA) Blanket Purchase Agreement (BPA) is established between the United States of America (the "Government") represented by the Contracting Officer, and the "vendor" or "contractor" represented by DLT SOLUTIONS, INC.

The BPA Contract number is HC1028-09-A-2003.

The Associated GSA Schedule is *GS-35F-4543G*.

The NAICS code is 541519.

The ceiling for the DLT SOLUTIONS, INC. BPA award is \$18,000,000.00.

Start Date of the BPA: 18 Feb 2009

End Date of the BPA: 17 Feb 2014

The Government estimates, but does not guarantee that the volume of delivery/call orders through this agreement will be at the maximum ceiling level specified with this award. The Government is obligated only to the extent of authorized delivery/call orders actually made under this BPA. The continued use of the BPA is contingent upon the Government determining that the BPA continues to provide "best value." The Contractor must maintain all product/service offerings of the BPA on the applicable GSA Schedule. BPA Call Orders may be issued during any of the contract years of this BPA. The performance period for each BPA call order will be specified in the order. For call orders issued during the final year of this BPA contract (or any subsequent 6-month option for continued service), the final contract year's pricing shall be used, and the BPA Contract shall continue to apply and govern the rights of the Contractor and the Government with respect to the order to the same extent as if the order had been completed prior to expiration of the BPA Contract.

AGREEMENT INFORMATION:

AGREEMENT CEILING AMOUNT	\$18,000,000.00
AGREEMENT PERIOD START DATE	18-FEB-2009
AGREEMENT PERIOD END DATE	17-FEB-2014

DOD ESA BPA

DoD ESA BPA - DLT Solutions Inc.

**Blanket Purchase Agreement
DoD Enterprise Software Agreement (ESA)**

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and *DLT SOLUTIONS, INC* enter into an agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract *GS-35F-4543G*.

FSS Contract Blanket Purchase Agreements (BPAs) reduce 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 decrease costs, reduce paperwork, and save time by streamlining the fulfillment of Government requirements for Red Hat Solutions. The goal 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.

Attachments to this agreement are:

Attachment A – Product and Price List (See Att A excel document for Pricing Information)

Attachment B – License Agreement

Attachment C – Report of Sales Format (Vendor to Report on delivery/call orders per BPA)

Attachment D – Fees and Payments (Vendor to Report on delivery/call orders per BPA)

Attachment E - Air Force Sales Transmittal Format (Vendor to Report on delivery/call orders per BPA)

Attachment F - Common Security Configuration Certificate Format (**Not Applicable per Vendor Response**)

Attachment G - DISA Sales Transmittal Format (Vendor to Report on delivery/call orders per BPA)

A. TERMS AND CONDITIONS

1. Pursuant to GSA FSS Contract Number *GS-35F-4543G, DLT SOLUTIONS, INC* agrees to the following terms of a BPA with the Defense Information Technology Contracting Organization (DITCO). All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. The items on this BPA are set forth in Attachment A as defined by *DLT SOLUTIONS, INC*. License terms and conditions applicable to products acquired under this BPA are defined in the *DLT SOLUTIONS, INC* License Agreement included as Attachment B. The Order of Precedence for resolving any inconsistency between the Commercial License and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.

2. **Extent of Obligation.** The NAICS code associated with this BPA is 541519. The Government established ceiling for the *DLT SOLUTIONS, INC* BPA award is set at \$18,000,000.00. The Government estimates, but does not guarantee that the volume of delivery/call orders through this agreement will be at the ceiling level specified. The Government is obligated only to the extent of authorized delivery/call orders actually made under this BPA.

3. **Funds Obligation.** The BPA does not obligate any funds.

4. **BPA Term.** The period of performance (POP) is for a period of five (5) years (18 Feb 2009 through 17 Feb 2014). The BPA will be reviewed annually to ensure that it still represents a "best value". The BPA is contingent upon the Contractor maintaining products/services of the BPA on the applicable GSA Schedule.

5. **Pricing Terms.** Attachment A provides unit prices as explained below. Prices shall not escalate, and Attachment A is not subject to upward adjustment during the term of the BPA. Spot discounting is encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. A 2% Acquisition, Contracting, and Technical (ACT) Fee shall be included in the prices. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders, in accordance with Attachment D.

6. Discount Terms and Conditions.

Volume pricing is based on attaining levels on a single delivery order Attachment A provides a comparison between List Price, GSA Price and BPA Price for Year 1 of the BPA. Spot Discounting may be requested and provided on each delivery order. Additionally, volume/quantity discounts are offered as follows:

6.1 For all orders over \$500,000, an additional minimum discount of 5% will be offered off of the BPA price for Red Hat Enterprise Linux Layered Products, Red Hat Enterprise Linux Advanced Platform, Red Hat Enterprise Linux 1-2 Socket, Red Hat Enterprise Linux Desktop, and Red Hat Network (With the exception of Satellite and Proxy products).

6.2 For all orders over \$1,000,000, an additional minimum discount of 10% will be offered off of the BPA price for Red Hat Enterprise Linux Layered Products, Red Hat Enterprise Linux Advanced Platform, Red Hat Enterprise Linux 1-2 Socket, Red Hat Enterprise Linux Desktop, and Red Hat Network.

7. **Out-Year Prices.**

See Attachment A and price guarantees of FAR 52.216.9201. The rate of discount the BPA price provides in the Base Year from GSA pricing shall serve as a base line for discounts applied to future years of the BPA. Discounts shall be the same or greater discount level when comparing GSA pricing with BPA pricing.

8. **Price Reduction.**

8.1 **Most Favored Customer Prices.** The prices under this BPA shall be at least as low as the prices that *DLT SOLUTIONS, INC* has under any other contract instrument under like terms and conditions. If at any time the prices under any other contract instrument become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

8.2 **SmartBUY Transition.** (Office of Management and Budget) OMB has announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring software. The GSA is the designated Executive Agent for SmartBUY. The initiative will establish software enterprise licensing on a government-wide basis. If during the term of this BPA, *DLT SOLUTIONS, INC* and its resellers enter into a government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD, neither *DLT SOLUTIONS, INC* or its resellers will preclude the DoD from licensing products or purchasing services under a SmartBUY agreement.

9. **License Agreement.** Attachment B provides the License Agreement supplied by *DLT SOLUTIONS, INC*. Notwithstanding any provision to the contrary, licenses are transferable within the authorized users as stated in paragraph B.2. [Example: Software licenses acquired via delivery/call orders of this BPA are subscriptions and are subject to the licensing provisions and the terms of the GSA Contract. A license may be hosted on the standard desktop and the same user's laptop (not to be used concurrently). Any delivery/call order issued hereunder will serve as proof of order. Upon validation and receipt of software, customers will be provided an electronic version of the license agreement.] The following provisions will be included in a license addendum if the BPA is awarded to other than the software publisher:

9.1 **Functionality Replacement and Extended Support.** If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or, *DLT SOLUTIONS, INC*, provides this same or substantially similar functionality as a separate or renamed product, then the DoD is entitled to license such software at no additional licenses or maintenance fees. However, throughout the term of this agreement, the contractor will provide support services for a period of one year.

9.2 **Rights of Survivorship of the Agreement.** This Agreement shall survive unto, *DLT SOLUTIONS, INC*, its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement notwithstanding the acquisition or merger of *DLT SOLUTIONS, INC* by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost.

9.3 **Audits.** In lieu of any audit provisions in the license agreement, Licensee may perform an internal audit 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. Licensee may permit *DLT SOLUTIONS, INC* 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 vendor personnel must have appropriate security clearances to gain access to Licensee site or data.

10. **Media.** Media kit includes CDs and installation guide. Entitlements will be electronically delivered through a Red Hat Network (RHN) account per the delivery schedule.

11. Support and Maintenance.

11.1. **Support.** The Red Hat Network subscriptions offer up to 24x7 support with one-hour response. Options may include PREMIUM (24X7 phone support and 12X5 web support), STANDARD (12X5 phone support and web support), and BASIC (12X5 web support only) as outlined by *DLT SOLUTIONS, INC.* in Attachment A. The software products under this BPA include installation/support for 365 days after product delivery. The Red Hat Open Source Assurance program is designed to protect customers developing and deploying open source solutions. The program features an Intellectual Property Warranty for Red Hat users. The Warranty is a promise by Red Hat to replace software if there is an intellectual property issue so that customers may continue to use the solution without interruption.

11.2. **Maintenance.** To facilitate customer maintenance cycles, bug fixes and enhancement errata for Red Hat (RH) errata are batched together into periodic "Updates". Security Errata are the only errata released independent of these Updates. To minimize the impact of Security Errata Red Hat has a policy of backporting security fixes whenever possible.

12. **Professional Services.** Services provided by RH through *DLT SOLUTIONS, INC* may include installation and consulting from the complete Linux migration to focused, client-directed engineering and software customization.

13. **On-Site Training.** Not applicable.

14. **Technology Improvement.** The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services, and evidence of inclusion on GSA schedule. Discounts shall be at the same or greater discount level as the original BPA product prices.

15. **Substitution and Technology Refreshment.** If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with paragraph 8 of this BPA for most favored prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the Original Equipment Manufacturer's (OEM's) intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

B. AUTHORIZED USERS AND POINTS OF CONTRACT

1. **Authorized Users.** The BPA is open for ordering by all Department of Defense (DoD) Components. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard, NATO, the Intelligence Community and FMS with a Letter of Authorization. GSA or other applicable ordering organizations/agencies are authorized to place orders under this BPA on behalf of DoD end users and must comply with DFARS 208.7400. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

2. **BPA Points of Contact:** The BPA Points of Contact are outlined below. Each delivery order issued against the BPA will contain Points of Contact reference information with the contacts of the delivery order [see DARS (DISA Acquisition Regulation Supplement) Clause 52.204-9000 (Aug 2005)].

a. Contracting Office:

Point of Contact
 Defense Information Technology Contracting Organization (DITCO)/PL8321
 2300 East Drive
 Scott AFB IL 62225-5406

POC: Mary Ann Hall / Contracting Officer
 Phone: (618) 229-9580 / DSN: 779-9580
 Fax: (618) 229-9177
 Email: maryann.hall@disa.mil

POC: Lauren O'Neill / Contract Specialist
 Phone: (618) 229-9403 / DSN: 779-9403
 Fax: (618) 229-9177
 Email: Lauren.oneill@disa.mil

b. Software Product Manager (SPM):

SPM: Jonnice Medley
 Phone: (703) 681-2091 / DSN 761-2091
 FAX: (703) 681-2878
 E-mail: jonnice.medley@disa.mil

c. Customer Point of Contact (POC): [To be specified on each order.]

d. Financial Management Office (FMO):

DITCO/CFE81
 2300 East Drive
 Scott AFB IL 62225-5406

FMO: Monica Hellmann
 Phone: (618) 229-9280
 Fax: (618) 229-9273
 E-Mail: CFE811@disa.mil AND monica.hellmann@disa.mil

e. Vendor Point of Contact:

DLT Solutions, Inc.,
 Business Size: Large Business,
 TIN: 54-1599882,
 CAGE Code: 0S0H9 / DUNS 78-646-8199
 Address: 13861 Sunrise Valley Dr., Ste 400, Herndon, VA 20171-6126

Sales Contact Information:
 Christine Saah
 Tel: 703-708-9144
 Fax: 866-708-6842
 E-mail: christine.saah@dlt.com
 E-mail: disabpa@dlt.com

Contracts Administration Contact Information:
 Edward Abbot
 Tel: 703-708-9143
 Fax: 866-708-6867
 E-mail: contracts-team@dlt.com

Vendor Ordering Support Number: 888-Red Hat1

Payment Terms Net 30

Remittance Addresses:

By ACH/Wire:

Information available in the Central Contractor Registration (CCR) or via the DLT Sales Contact.

By Mail:

DLT Solutions, Inc.

PO Box 102549

Atlanta, GA 30368

f. BPA Contracting Officer's Representative (COR):

Defense Information System Agency (DISA)/CI53

PO Box 4502

Arlington, VA 22204-4502

SPM: Jonnice Medley

Phone: (703) 681-2091/ DSN: 761-2091

Fax: (703) 681-2878

Email: jonnice.medley@disa.mil

(NOTE: Each delivery order issued against the BPA will contain an assigned Government POC.)

C. ORDERING

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 buyer are summarized from the DFARS:

- a. Check the Enterprise Agreement Summary Table to determine if software rights or related services have already been acquired and are available from DoD inventory. If they are available, then acquire the designated software from DoD inventory and reimburse the SPM.
- b. If the required software rights or related services are not available from inventory or from an ESA, then use an alternate method of acquisition, subject to laws and policy.
- c. If the required software rights or related services are not available from inventory but are available from an ESA, then review the terms and conditions and prices, in accordance with otherwise applicable source selection

requirements. Per FAR 8.405-3(b)(2), where multiple BPAs are available, before placing an order exceeding the micro-purchase threshold, forward the requirement to the BPA holders with requests for spot discounts and evaluate the responses received to determine which BPA holder represents the best value.

d. If existing ESAs do not represent the best value to the Government for the software rights or related services, then seek a waiver from the SPM before continuing with alternative acquisition methods.

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 the following sites:
<http://www.ditco.disa.mil/contracts/catalog.asp?cat=S>
<https://ascp.monmouth.army.mil/scp/esi/esiteam.jsp>

2. **Delivery Orders.** The scope of this effort is worldwide. Delivery requirements and administration will be stipulated on Delivery Orders. Ordering via this BPA is decentralized. Orders are prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes delivery orders from the GSA Schedule), in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by purchase card, facsimile/e-mail or on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155.

a. Notice to Ordering Offices: When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARs 208.404-70.

b. Placement of Orders:

(1) **Request for Quotes (RFQ).** All requests for quotes shall be made in writing in an email attachment, through the on-line request for quotations, or via FAX. When providing vendor the RFQ, ask vendor to incorporate all available spot and volume discounts in their quote for the delivery call order. In this way, prices on delivery calls may reflect lower prices than the prices shown in Attachment A of this BPA.

To request a quote, contact the Vendor Point of Contact below:

DLT SOLUTIONS, INC.
Christine Saah
Tel: 703-708-9144
Fax: 866-708-6842
E-mail: disabpa@redhat.com

(2) Assisted Orders: The Contracting Officer that administers the BPA may, occasionally, issue the delivery order for a specific requirement as an extra service for an ESI customer. This is called an "assisted order" and it may be appropriate for an additional contracting service fee to be charged. When this is the case, it must be recognized that those contracting fees are not a part of the ESA.

3. **Users' Ordering Guide.** The Contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the Contractor web site and various Government sites. The Ordering Guide shall be submitted to the SPM and PCO within thirty (30) days of BPA award and made available on the Contractor's home page upon written approval. This guide shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

- a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
- b. Government and Contractor Points of Contact
- c. Description of the ordering process

- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information such as CAGE, DUNS, TIN, Business Size, etc. necessary to complete a Contract Action Report (CAR) in the FPDS-NG system
- g. Range of quantity discounts
- h. Links to DoD ESI and the Government web sites

4. **E-Commerce Site.** It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government purchase card, and vendor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.

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>. This BPA may also be loaded into the electronic catalog systems of other DoD agencies.

5. **Delivery Schedule.** Red Hat shall make available the RH entitlements via electronic download within one week of receipt of order. Media kits (ordered separately) will be delivered within 7-10 business days of receipt of order.

6. **Delivery Notice.** Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales slips that must contain at a minimum the following information:

- a. Name of Contractor
- b. GSA Contract Number
- c. BPA Number
- d. Product Description/Model numbers
- e. Delivery order number
- f. Date of delivery/call order
- g. Quantity, unit price and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
- h. Date of shipment/delivery and/or Period of Performance (POP) as applicable
- i. NOTE: Copies of delivery orders are to be sent via email to the SPM office as electronic attachments.

7. **Suspension.** There may be occasions where the Government may suspend ordering (by CLIN up to and including the entire BPA.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s) or the entire BPA.

D. INVOICING AND PAYMENT

1. **Invoicing.** The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>. The contractor shall submit an electronic invoice to the address(es) specified on the delivery orders issued against the BPA. An invoice must include --

- a. Name and address of the Contractor;
- b. Invoice date and number;
- c. Contract number, contract line item number and, if applicable, the order number;
- d. Description, quantity, unit of measure, unit price and extended price of the items delivered and POP;
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- f. Terms of any prompt payment discount offered;
- g. Name and address of official to whom payment is to be sent;
- h. Name, title, and phone number of the person to be notified in event of defective invoice;

- i. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract; and
- j. Electronic funds transfer (EFT) banking information.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB Circular A-125. Prompt Payment Contractors are encouraged to assign an identification number to each invoice.

2. **Fast Payment Procedure.** The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (MAY 2006) are incorporated in this BPA by reference and pertain to Purchase Card delivery/call orders or other applicable order deliveries. Fast Payment procedures may be used when the conditions of FAR 13.402 are met and the delivery order authorizes Fast Payment. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>.

3. **Precedence.** The terms and conditions included in this BPA apply to all delivery/call orders made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the Contractor's invoice, the provisions of the BPA will take precedence.

E. BPA MANAGEMENT AND OVERSIGHT

1. **Management.** The Contractor must 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. The Contractor shall ensure that all sales personnel are aware of the Enterprise Software Initiative Program and enforce the policy that this BPA is the preferred DoD procurement vehicle for the products within.

2. **Report of Sales.** Consistent with Clause C.22 of the GSA Schedule, a Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Report of Sales shall be submitted by the Contractor to the SPM and the PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format shown in Attachment C, and where applicable (Air Force Sales / DISA Sales) include an Air Force Sales Transmittal Letter or DISA Sales Transmittal Letter per the formats provided in Attachment E or Attachment G respectively. Negative reports are required. The SPM or PCO shall provide written approval of each report. At the end of each calendar quarter, the written approval provided to the contractor will be accompanied by a request to remit ACT fees. The SPM or PCO will provide copies of the Report of Sales on a quarterly basis to the DoD Components participating in fee sharing. If the BPA contains services, current ACT fee paid by Delivery Order and total ACT fees paid will be included in the report.

3. **United Nations Standard Products and Services Code.** The United Nations Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales found in Attachment C. 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 GS1 US. The current version 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).** The Contractor shall participate in regular reviews of the progress of the BPA. Reviews may be held at least twice yearly as scheduled by the Software Product Manager. During these reviews the Contractor shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.

6. **Sales Leakage.** The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI vehicles. The Contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this BPA is the preferred procurement vehicle for the products within. The Contractor shall also establish a process to regularly audit sales to Government buyers, determine where sales outside the ESI vehicle are occurring, and take appropriate action to direct further sales through the ESI vehicle. Results of these audits will be presented as an agenda item during PMRs.

7. **Marketing.** The Contractor shall dedicate reasonable resources to this effort and work to market and advertise this agreement. Desired actions include: advertising resultant vehicles on the contractor's Internet site and advertising the agreement at relevant trade shows, participation in DoD Component sponsored events and news media geared to Government/DoD IT people.

8. **Enterprise Integration Toolkit.** The Enterprise Integration Toolkit is a program developed by the Assistant Deputy Under Secretary of Defense (L&MR) Logistics Systems Management (LSM) to assist DoD Program Managers, Contracting Officers and members of the Integrated Project Team (IPT) in the acquisition and implementation of Commercial Off The Shelf (COTS) Business Systems software.

The Toolkit provides guidance, processes and tools to define program needs and determine how to best meet these needs through an external acquisition via a three-tiered Roadmap to guide the entire life-cycle from problem definition to solution roll-out. It provides a collection of best practice tools adopted from the commercial industry, and includes more than 100 best practice templates, guides, checklists, and samples.

Because the Toolkit is not vendor specific and may be applied across a variety of COTS software package implementations, including this BPA, the Contractor, shall be familiar with the Toolkit and include as part of the Marketing effort required above, a description of the Toolkit for their customers, and a link to the Enterprise Toolkit web site at: <http://www.eitoolkit.com>.

F. Standards.

1. **YEAR 2000 Compliance.** All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

2. **DISR Compliance.** All products offered shall comply with appropriate standards enumerated in the DoD IT Standards Repository (DISR). The DISR is maintained by the DoD Executive Agent for IT Standards, and the mandated compendium can be obtained from Mr. Dave Brown 703-681-2645; dave.brown@disa.mil. The DoD IT standards management tool, DISRonline is available for use by CAC-equipped authorized parties and can be accessed for account requests at <https://disronline.disa.mil>.

3. **Common Security Configurations.** The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html, and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use an installer service for installation to the default "program files" directory and should be able to silently install and uninstall. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges. The Common Security Configuration Certification Format and Contractor response that such certification is not applicable for this BPA were submitted in Electronic Format to the SPM and the PCO in Government Microsoft Word format and are shown in Attachment F.

4. **Net-Centricity.** The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint warfighting and create intelligence advantages. To reach this “Net-Centric” state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DoD ESI vendor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at HTTP://WWW.DEFENSELINK.MIL/CIO-NII/DOCS/NETCENTRIC_CHECKLIST_V2-1-3_.PDF, to provide information on the Net-Centric posture of their IT products and services.

5. **Section 508 of the Rehabilitation Act Compliance.** All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site www.section508.gov. The Contractor’s Section 508 compliancy information can be found at <http://www.redhat.com/solutions/industries/government/accessibility/>. Ordering Offices may determine additional Section 508 standards apply to requirement acquisitions. See the attachment for the 508 requirements.

6. **Additional Clauses.** Orders issued against this BPA are subject to the clauses included in the underlying GSA Schedule and the additional FAR and DFARS clauses listed below that are incorporated by reference in this BPA. Ordering Offices shall consider the requirements of DARS and any other agency supplements of end user components, as it applies to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the delivery order issued by the Ordering Office. The full text of a clause may be accessed electronically at these addresses:

<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

<http://acquisition.gov/comp/far/index.html>

<http://farsite.hill.af.mil/>

SECTION 508

Section 508

SECTION 508 REQUIREMENTS:

a. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) requires Federal agencies acquiring Electronic and Information Technology (EIT) to ensure that Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities.

b. All EIT procured under this contract/order must meet the following 36 CFR 1194 accessibility standards. The full text of the accessibility standards is available at:

[<http://www.accessboard.gov/sec508standards.htm>](http://www.accessboard.gov/sec508standards.htm)

Technical Standards

1194.21 - Software Applications and Operating Systems

1194.22 - Web Based Intranet and Internet Information and Applications

1194.23 - Telecommunications Products

1194.24 - Video and Multimedia

1194.25 - Self-Contained, Closed Products

1194.26 - Desktop and Portable Computers

1194.31 - Functional Performance Criteria

1194.41 – Information, Documentation and Support

Functional Standards

1194.31 - Functional Performance Criteria

c. The standards do not require the installation of specific accessibility-related software or the attachment

of an assistive technology device(s), but merely require that the EIT be compatible with such software and device(s) so that it can be made accessible if so required in the future.

d. Contractors may propose products or services that result in substantially equivalent or greater access to and use by individuals with disabilities; this is known as equivalent facilitation.

ATT A - PRODUCT AND PRICE LIST

ATT A - Product and Price List

Attachment A

PRODUCT AND PRICE LIST

(See Attached Excel Document ATT A providing BPA pricing and the description of the Items of the BPA below)

Contract Modification HC102809A2003 P00001 revised the Excel Document ATT A to the attachment below. The document below reflects additional items have been added to and are available on GSA Schedule GS-35F-4543G, and the GSA Part Numbers have been added in the second column (replacing NA notations).



D:\Att A DLT mod
01.xls

Govt CLIN /SLIN	Mfg / GSA Part # Year 1	Description of Supplies Services	Per Unit	Comm \$ Price Year 1	GSA \$ Price Year 1	BPA Yr1 \$ Price 18 Feb 2009 - 17 Feb 2010	BPA Yr2 \$ Price 18 Feb 2010 - 17 Feb 2011	BPA Yr3 \$ Price 18 Feb 2011 - 17 Feb 2012	BPA Yr4 \$ Price 18 Feb 2012 - 17 Feb 2013	BPA Yr5 \$ Price 18 Feb 2013 - 17 Feb 2014	Year 1 BPA Price / Year 1 GSA Price
<p>NOTE: Request spot discounts on all orders, and for total order volume exceeding \$500,000 OR \$1,000,000 request respectively additional 5% OR 10% discount. "RN" in Manufacturer Part number indicates "Renewal". Co-termining available upon request.</p> <p>Subscriptions for annual period (unless stated otherwise) and start/end dates are per customer request. NA = Not Available on this BPA.</p> <p>Prices for NA items only may require slight revisions when/if these items are added to this BPA.</p>											
0000		The Government Reserves CLIN 0000 for informational Purposes									
		The Government Reserves SLIN0000AA etc for informational Purposes									
Red Hat Enterprise Linux Advanced Platform v5. Available Support: Premium or Standard											
0001		Red Hat Enterprise Linux Advanced Platform, Premium - 1 year									
0001AA	MCT0983 / 9935-131555	Red Hat Enterprise Linux Advanced Platform, Premium Support 1-4 Subscription, 1 year	Per Unit	2,499.00	1,973.91	1,872.18	1,872.18	1,872.18	1,872.18	1,872.18	0.948
0001AB	MCT0983RN / 9935-133008	(Renewal) Red Hat Enterprise Linux Advanced Platform, Premium Support 1-4 Subscription, 1 year	Per Unit	2,499.00	1,973.91	1,872.18	1,872.18	1,872.18	1,872.18	1,872.18	0.948
0001AC	MCT0983F3 / 9935-131562	Red Hat Enterprise Linux Advanced Platform, Premium Support 1-4 Subscription, 3 year	Per Unit	7,122.00	5,625.65	5,335.71	5,335.71	5,335.71	5,335.71	5,335.71	0.948
0001AD	MCT0983F3RN / 9935-133001	(Renewal) Red Hat Enterprise Linux Advanced Platform, Premium Support 1-4 Subscription, 3 year	Per Unit	7,122.00	5,625.65	5,335.71	5,335.71	5,335.71	5,335.71	5,335.71	0.948
0002		Red Hat Enterprise Linux Advance Platform Standard - 1 year									
0002AA	MCT0982 / 9935-131541	Red Hat Enterprise Linux Advanced Platform, Standard Support 1-4 Subscriptions, 1 year	Per Unit	1,499.00	1,184.03	1,123.01	1,123.01	1,123.01	1,123.01	1,123.01	0.948
0002AB	MCT0982RN / 9935-132994	(Renewal) Red Hat Enterprise Linux Advanced Platform, Standard Support 1-4 Subscriptions, 1 year	Per Unit	1,499.00	1,184.03	1,123.01	1,123.01	1,123.01	1,123.01	1,123.01	0.948
0002AC	MCT0982F3 / 9935-132987	Red Hat Enterprise Linux Advanced Platform, Standard Support 1-4 Subscriptions, 3 year	Per Unit	4,272.00	3,374.49	3,200.57	3,200.57	3,200.57	3,200.57	3,200.57	0.948
0002AD	MCT0982F3RN / 9935-131548	(Renewal) Red Hat Enterprise Linux Advanced Platform, Standard Support 1-4 Subscriptions, 3 year	Per Unit		3,374.49	3,200.57	3,200.57	3,200.57	3,200.57	3,200.57	0.948
0003		Red Hat Enterprise Linux Advance Platform for IBM POWER Premium - 1 year									

Govt CLIN /SLIN	Mfg / GSA Part # Year 1	Description of Supplies Services	Per Unit	Comm \$ Price Year 1	GSA \$ Price Year 1	BPA Yr1 \$ Price 18 Feb 2009 - 17 Feb 2010	BPA Yr2 \$ Price 18 Feb 2010 - 17 Feb 2011	BPA Yr3 \$ Price 18 Feb 2011 - 17 Feb 2012	BPA Yr4 \$ Price 18 Feb 2012 - 17 Feb 2013	BPA Yr5 \$ Price 18 Feb 2013 - 17 Feb 2014	Year 1 BPA Price / Year 1 GSA Price
<p>NOTE: Request spot discounts on all orders, and for total order volume exceeding \$500,000 OR \$1,000,000 request respectively additional 5% OR 10% discount. "RN" in Manufacturer Part number indicates "Renewal". Co-termining available upon request.</p> <p>Subscriptions for annual period (unless stated otherwise) and start/end dates are per customer request. NA = Not Available on this BPA.</p> <p>Prices for NA items only may require slight revisions when/if these items are added to this BPA.</p>											
0003AA	MCT0985 / 9935-MCT0985	Red Hat Enterprise Linux Advanced Platform for IBM POWER, Premium Support 1-4 Subscription, 1 year	Per Unit	2,499.00	1,973.91	1,872.18	1,872.18	1,872.18	1,872.18	1,872.18	0.948
0003AB	MCT0985RN / 9935-133036	(Renewal) Red Hat Enterprise Linux Advanced Platform for IBM POWER, Premium Support 1-4 Subscription, 1 year	Per Unit	2,499.00	1,973.91	1,872.18	1,872.18	1,872.18	1,872.18	1,872.18	0.948
0003AC	MCT0985F3 / 9935-131588	Red Hat Enterprise Linux Advanced Platform for IBM POWER, Premium Support 1-4 Subscription, 3 year	Per Unit	7,122.00	5,625.65	5,335.71	5,335.71	5,335.71	5,335.71	5,335.71	0.948
0003AD	MCT0985F3RN / 9935-133029	(Renewal) Red Hat Enterprise Linux Advanced Platform for IBM POWER, Premium Support 1-4 Subscription, 3 year	Per Unit	7,122.00	5,625.65	5,335.71	5,335.71	5,335.71	5,335.71	5,335.71	0.948
0004	Red Hat Enterprise Linux Advance Platform for IBM POWER Standard - 1 year										
0004AA	MCT0984 / 9935-MCT0984	Red Hat Enterprise Linux Advanced Platform for IBM POWER, Standard Support 1-4 Subscription, 1 year	Per Unit	1,499.00	1,184.03	1,123.01	1,123.01	1,123.01	1,123.01	1,123.01	0.948
0004AB	MCT0984RN / 9935-133022	(Renewal) Red Hat Enterprise Linux Advanced Platform for IBM POWER, Standard Support 1-4 Subscription, 1 year	Per Unit	1,499.00	1,184.03	1,123.01	1,123.01	1,123.01	1,123.01	1,123.01	0.948
0004AC	MCT0984F3 / 9935-131575	Red Hat Enterprise Linux Advanced Platform for IBM POWER, Standard Support 1-4 Subscription, 3 year	Per Unit	4,272.00	3,374.49	3,200.57	3,200.57	3,200.57	3,200.57	3,200.57	0.948
0004AD	MCT0984F3RN / 9935-133015	(Renewal) Red Hat Enterprise Linux Advanced Platform for IBM POWER, Standard Support 1-4 Subscription, 3 year	Per Unit	4,272.00	3,374.49	3,200.57	3,200.57	3,200.57	3,200.57	3,200.57	0.948
0005	Red Hat Enterprise Linux Advance Platform for VMWare Premium - 1 year										

Govt CLIN /SLIN	Mfg / GSA Part # Year 1	Description of Supplies Services	Per Unit	Comm \$ Price Year 1	GSA \$ Price Year 1	BPA Yr1 \$ Price 18 Feb 2009 - 17 Feb 2010	BPA Yr2 \$ Price 18 Feb 2010 - 17 Feb 2011	BPA Yr3 \$ Price 18 Feb 2011 - 17 Feb 2012	BPA Yr4 \$ Price 18 Feb 2012 - 17 Feb 2013	BPA Yr5 \$ Price 18 Feb 2013 - 17 Feb 2014	Year 1 BPA Price / Year 1 GSA Price
<p>NOTE: Request spot discounts on all orders, and for total order volume exceeding \$500,000 OR \$1,000,000 request respectively additional 5% OR 10% discount. "RN" in Manufacturer Part number indicates "Renewal". Co-termining available upon request.</p> <p>Subscriptions for annual period (unless stated otherwise) and start/end dates are per customer request. NA = Not Available on this BPA.</p> <p>Prices for NA items only may require slight revisions when/if these items are added to this BPA.</p>											
0005AA	MCT0987 / 9935-133270	Red Hat Enterprise Linux Advanced Platform for VMware, Premium (unlimited sockets), 1 year	Per Unit	4,248.00	3,382.25	3,207.94	3,207.94	3,207.94	3,207.94	3,207.94	0.948
0005AB	MCT0987RN / 9935-133541	Renewal Red Hat Enterprise Linux Advanced Platform for VMware, Premium (unlimited sockets), 1 year	Per Unit	4,248.00	3,382.25	3,207.94	3,207.94	3,207.94	3,207.94	3,207.94	0.948
0005AC	MCT0987F3 / 9935-133539	Red Hat Enterprise Linux Advanced Platform for VMware, Premium (unlimited sockets), 3 year	Per Unit	12,108.00	9,640.38	9,143.53	9,143.53	9,143.53	9,143.53	9,143.53	0.950
0005AD	MCT0987F3RN / 9935-133540	Renewal Red Hat Enterprise Linux Advanced Platform for VMware, Premium (unlimited sockets), 3 year	Per Unit	12,108.00	9,640.38	9,143.53	9,143.53	9,143.53	9,143.53	9,143.53	0.950
0006	Red Hat Enterprise Linux Advanced Platform for VMWare Standard - 1 year										
0006AA	MCT0986 / 9935-133448	Red Hat Enterprise Linux Advanced Platform for VMware, Standard (unlimited sockets), 1 year	Per Unit	2,548.00	2,028.72	1,924.16	1,924.16	1,924.16	1,924.16	1,924.16	0.948
0006AB	MCT0986RN / 9935-133538	Renewal Red Hat Enterprise Linux Advanced Platform for VMware, Standard (unlimited sockets), 1 year	Per Unit	2,548.00	2,028.72	1,924.16	1,924.16	1,924.16	1,924.16	1,924.16	0.948
0006AC	MCT0986F3 / 9935-133536	Red Hat Enterprise Linux Advanced Platform for VMware, Standard (unlimited sockets), 3 year	Per Unit	7,262.00	5,782.00	5,484.00	5,484.00	5,484.00	5,484.00	5,484.00	0.950
0006AD	MCT0986F3RN / 9935-133537	Renewal Red Hat Enterprise Linux Advanced Platform for VMware, Standard (unlimited sockets), 3 year	Per Unit	7,262.00	5,782.00	5,484.00	5,484.00	5,484.00	5,484.00	5,484.00	0.950
Red Hat Enterprise Linux Advanced Platform for Disaster Recovery Subscription v5. Available Support: Premium or Standard											
0007	Red Hat Enterprise Linux Advanced Platform for Disaster Recovery - 1 year										

Govt CLIN /SLIN	Mfg / GSA Part # Year 1	Description of Supplies Services	Per Unit	Comm \$ Price Year 1	GSA \$ Price Year 1	BPA Yr1 \$ Price 18 Feb 2009 - 17 Feb 2010	BPA Yr2 \$ Price 18 Feb 2010 - 17 Feb 2011	BPA Yr3 \$ Price 18 Feb 2011 - 17 Feb 2012	BPA Yr4 \$ Price 18 Feb 2012 - 17 Feb 2013	BPA Yr5 \$ Price 18 Feb 2013 - 17 Feb 2014	Year 1 BPA Price / Year 1 GSA Price
<p>NOTE: Request spot discounts on all orders, and for total order volume exceeding \$500,000 OR \$1,000,000 request respectively additional 5% OR 10% discount. "RN" in Manufacturer Part number indicates "Renewal". Co-termining available upon request.</p> <p>Subscriptions for annual period (unless stated otherwise) and start/end dates are per customer request. NA = Not Available on this BPA.</p> <p>Prices for NA items only may require slight revisions when/if these items are added to this BPA.</p>											
0007AA	MCT1578 / 9935-133644	Red Hat Enterprise Linux Advanced Platform for Disaster Recovery, Premium, 1 year	Per Unit	1,250.00	995.25	943.96	943.96	943.96	943.96	943.96	0.948
0007AB	MCT1578RN / 9935-133647	Red Hat Enterprise Linux Advanced Platform for Disaster Recovery, Premium, 1 year	Per Unit	1,250.00	995.25	943.96	943.96	943.96	943.96	943.96	0.948
0007AC	MCT1577 / 9935-133640	Red Hat Enterprise Linux Advanced Platform for Disaster Recovery, Standard, 1 year	Per Unit	750.00	597.15	566.37	566.37	566.37	566.37	566.37	0.948
0007AD	MCT1577RN / 9935-133643	Red Hat Enterprise Linux Advanced Platform for Disaster Recovery, Standard, 1 year	Per Unit	750.00	597.15	566.37	566.37	566.37	566.37	566.37	0.948
0007AE	MCT1578F3 / 9935-133645	Red Hat Enterprise Linux Advanced Platform for Disaster Recovery, Standard, 3 year	Per Unit	3,563.00	2,836.86	2,690.65	2,690.65	2,690.65	2,690.65	2,690.65	0.950
0007AF	MCT1578F3RN / 9935-133646	Renewal Red Hat Enterprise Linux Advanced Platform for Disaster Recovery, Standard, 3 year	Per Unit	3,563.00	2,836.86	2,690.65	2,690.65	2,690.65	2,690.65	2,690.65	0.950
0007AG	MCT1577F3 / 9935-133641	Red Hat Enterprise Linux Advanced Platform for Disaster Recovery, Standard, 3 year	Per Unit	2,138.00	1,702.27	1,614.54	1,614.54	1,614.54	1,614.54	1,614.54	0.950
0007AH	MCT1577F3RN / 9935-133642	Renewal Red Hat Enterprise Linux Advanced Platform for Disaster Recovery, Standard, 3 year	Per Unit	2,138.00	1,702.27	1,614.54	1,614.54	1,614.54	1,614.54	1,614.54	0.950
<p>Red Hat Enterprise Linux v5. Available Support: Premium, Standard or Basic</p>											
0008	Red Hat Enterprise Linux, Basic - 1 year										

Govt CLIN /SLIN	Mfg / GSA Part # Year 1	Description of Supplies Services	Per Unit	Comm \$ Price Year 1	GSA \$ Price Year 1	BPA Yr1 \$ Price 18 Feb 2009 - 17 Feb 2010	BPA Yr2 \$ Price 18 Feb 2010 - 17 Feb 2011	BPA Yr3 \$ Price 18 Feb 2011 - 17 Feb 2012	BPA Yr4 \$ Price 18 Feb 2012 - 17 Feb 2013	BPA Yr5 \$ Price 18 Feb 2013 - 17 Feb 2014	Year 1 BPA Price / Year 1 GSA Price
<p>NOTE: Request spot discounts on all orders, and for total order volume exceeding \$500,000 OR \$1,000,000 request respectively additional 5% OR 10% discount. "RN" in Manufacturer Part number indicates "Renewal". Co-termining available upon request.</p> <p>Subscriptions for annual period (unless stated otherwise) and start/end dates are per customer request. NA = Not Available on this BPA.</p> <p>Prices for NA items only may require slight revisions when/if these items are added to this BPA.</p>											
0008AA	MCT0988 / 9935-133043	Red Hat Enterprise Linux (1-2 sockets), Basic Support 1-4 Subscriptions - 1 year	Per Unit	349.00	275.67	261.46	261.46	261.46	261.46	261.46	0.948
0008AB	MCT0988RN / 9935-133054	(Renewal) Red Hat Enterprise Linux (1-2 sockets), Basic Support 1-4 Subscriptions - 1 year	Per Unit	349.00	275.67	261.46	261.46	261.46	261.46	261.46	0.948
0008AC	MCT0988F3 / 9935-133045	Red Hat Enterprise Linux (1-2 sockets), Basic Support 1-4 Subscriptions - 3 year	Per Unit	994.65	785.66	745.16	745.16	745.16	745.16	745.16	0.948
0008AD	MCT0988F3RN / 9935-133047	(Renewal) Red Hat Enterprise Linux (1-2 sockets), Basic Support 1-4 Subscriptions - 3 year	Per Unit	994.65	785.66	745.16	745.16	745.16	745.16	745.16	0.948
0009	Red Hat Enterprise Linux, Standard - 1 year										
0009AA	MCT0346 / 9935-1840	Red Hat Enterprise Linux (1-2 sockets), Standard Support Subscription, 1-4 units, 1 year	Per Unit	799.00	631.12	598.59	598.59	598.59	598.59	598.59	0.948
0009AB	MCT0346RN / 9935-46103	(Renewal) Red Hat Enterprise Linux (1-2 sockets), Standard Support Subscription, 1-4 units, 1 year	Per Unit	799.00	631.12	598.59	598.59	598.59	598.59	598.59	0.948
0009AC	MCT0346F3 / 9935-46089	(Renewal) Red Hat Enterprise Linux (1-2 sockets), Standard Support Subscription, 1-4 units, 3 year	Per Unit	2,277.00	1,798.68	1,705.97	1,705.97	1,705.97	1,705.97	1,705.97	0.948
0009AD	MCT0346F3RN / 9935-46117	(Renewal) Red Hat Enterprise Linux (1-2 sockets), Standard Support Subscription, 1-4 units, 3 year	Per Unit	2,277.00	1,798.68	1,705.97	1,705.97	1,705.97	1,705.97	1,705.97	0.948
0010	Red Hat Enterprise Linux, Premium - 1 year										

Govt CLIN /SLIN	Mfg / GSA Part # Year 1	Description of Supplies Services	Per Unit	Comm \$ Price Year 1	GSA \$ Price Year 1	BPA Yr1 \$ Price 18 Feb 2009 - 17 Feb 2010	BPA Yr2 \$ Price 18 Feb 2010 - 17 Feb 2011	BPA Yr3 \$ Price 18 Feb 2011 - 17 Feb 2012	BPA Yr4 \$ Price 18 Feb 2012 - 17 Feb 2013	BPA Yr5 \$ Price 18 Feb 2013 - 17 Feb 2014	Year 1 BPA Price / Year 1 GSA Price
<p>NOTE: Request spot discounts on all orders, and for total order volume exceeding \$500,000 OR \$1,000,000 request respectively additional 5% OR 10% discount. "RN" in Manufacturer Part number indicates "Renewal". Co-termining available upon request.</p> <p>Subscriptions for annual period (unless stated otherwise) and start/end dates are per customer request. NA = Not Available on this BPA.</p> <p>Prices for NA items only may require slight revisions when/if these items are added to this BPA.</p>											
0010AA	MCT0798 / 9935-46271	Red Hat Enterprise Linux (1-2 sockets), Premium Support 1-4 Subscription - 1 year	Per Unit	1,299.00	1,026.06	973.17	973.17	973.17	973.17	973.17	0.948
0010AB	MCT0798RN / 9935-132888	(Renewal) Red Hat Enterprise Linux (1-2 sockets), Premium Support 1-4 Subscription - 1 year	Per Unit	1,299.00	1,026.06	973.17	973.17	973.17	973.17	973.17	0.948
0010AC	MCT0798F3 / 9935-46272	(Renewal) Red Hat Enterprise Linux (1-2 sockets), Premium Support 1-4 Subscription - 3 year	Per Unit	3,702.15	2,924.26	2,773.54	2,773.54	2,773.54	2,773.54	2,773.54	0.948
0010AD	MCT0798F3RN / 9935-132881	(Renewal) Red Hat Enterprise Linux (1-2 sockets), Premium Support 1-4 Subscription - 3 year	Per Unit	3,702.15	2,924.26	2,773.54	2,773.54	2,773.54	2,773.54	2,773.54	0.948
0011	Red Hat Enterprise Linux for IBM POWER, Basic - 1 year										
0011AA	MCT0989 / 9935-131595	Red Hat Enterprise Linux Server FOR IBM POWER (1-2 sockets), Basic Support 1-4 Subscriptions - 1 year	Per Unit	349.00	275.67	261.46	261.46	261.46	261.46	261.46	0.948
0011AB	MCT0989RN / 9935-133068	Renewal Red Hat Enterprise Linux Server FOR IBM POWER (1-2 sockets), Basic Support 1-4 Subscriptions - 1 year	Per Unit	349.00	275.67	261.46	261.46	261.46	261.46	261.46	0.948
0011AC	MCT0989F3 / 9935-131602	Red Hat Enterprise Linux Server FOR IBM POWER (1-2 sockets), Basic Support 1-4 Subscriptions - 3 year	Per Unit	994.65	785.66	745.16	745.16	745.16	745.16	745.16	0.950
0011AD	MCT0989F3RN / 9935-133061	Renewal Red Hat Enterprise Linux Server FOR IBM POWER (1-2 sockets), Basic Support 1-4 Subscriptions - 3 year	Per Unit	994.65	785.66	745.16	745.16	745.16	745.16	745.16	0.950
0012	Red Hat Enterprise Linux for IBM POWER, Standard - 1 year										

Govt CLIN /SLIN	Mfg / GSA Part # Year 1	Description of Supplies Services	Per Unit	Comm \$ Price Year 1	GSA \$ Price Year 1	BPA Yr1 \$ Price 18 Feb 2009 - 17 Feb 2010	BPA Yr2 \$ Price 18 Feb 2010 - 17 Feb 2011	BPA Yr3 \$ Price 18 Feb 2011 - 17 Feb 2012	BPA Yr4 \$ Price 18 Feb 2012 - 17 Feb 2013	BPA Yr5 \$ Price 18 Feb 2013 - 17 Feb 2014	Year 1 BPA Price / Year 1 GSA Price
<p>NOTE: Request spot discounts on all orders, and for total order volume exceeding \$500,000 OR \$1,000,000 request respectively additional 5% OR 10% discount. "RN" in Manufacturer Part number indicates "Renewal". Co-termining available upon request.</p> <p>Subscriptions for annual period (unless stated otherwise) and start/end dates are per customer request. NA = Not Available on this BPA.</p> <p>Prices for NA items only may require slight revisions when/if these items are added to this BPA.</p>											
0029AD	MCT1569F3RN / NA	(Renewal) Red Hat HPC Solution (up to 4 sockets)- Standard, 3 yr	Per Unit	938.00	825.58	783.03	783.03	783.03	783.03	783.03	0.950
0030	Red Hat Enterprise Linux for HPC Compute Nodes, Premium (up to 4 Sockets) v.5 - 1 year										
0030AA	MCT1570 / 9935-133619	Red Hat HPC Solution (up to 4 sockets) Premium, 1 year	Per Unit	429.00	377.59	358.13	358.13	358.13	358.13	358.13	0.948
0030AB	MCT1570RN / NA	(Renewal) Red Hat HPC Solution (up to 4 sockets) Premium, 1 yr	Per Unit	429.00	377.59	358.13	358.13	358.13	358.13	358.13	0.948
0030AC	MCT1570F3 / 9935-133620	Red Hat HPC Solution (up to 4 sockets) Premium, 3 year	Per Unit	1,223.00	1,076.43	1,020.95	1,020.95	1,020.95	1,020.95	1,020.95	0.950
0030AD	MCT1570F3RN / NA	(Renewal) Red Hat HPC Solution (up to 4 sockets) Premium, 3 yr	Per Unit	1,223.00	1,076.43	1,020.95	1,020.95	1,020.95	1,020.95	1,020.95	0.950
Red Hat Cluster Suite Subscription											
0031	Red Hat Cluster Suite - 1 year										
0031AA	MCT0367 / 9935-45997	Red Hat Cluster Suite, 1-4 nodes, 1 year subscription	Per Unit	499.00	394.15	373.84	373.84	373.84	373.84	373.84	0.948
0031AB	MCT0367RN / 9935-46185	(Renewal) Red Hat Cluster Suite, 1-4 nodes, 1 year subscription	Per Unit	499.00	394.15	373.84	373.84	373.84	373.84	373.84	0.948
0031AC	MCT0367F3 / 9935-46175	(Renewal) Red Hat Cluster Suite, 1-4 nodes, 3 year subscription	Per Unit	1,422.15	1,123.33	1,065.43	1,065.43	1,065.43	1,065.43	1,065.43	0.948
0031AD	MCT0367F3RN / 9935-46192	(Renewal) Red Hat Cluster Suite, 1-4 nodes, 3 year subscription	Per Unit	1,422.15	1,123.33	1,065.43	1,065.43	1,065.43	1,065.43	1,065.43	0.948
Red Hat Global File System Subscription											
0032	Red Hat Global File System - 1 year										

Govt CLIN /SLIN	Mfg / GSA Part # Year 1	Description of Supplies Services	Per Unit	Comm \$ Price Year 1	GSA \$ Price Year 1	BPA Yr1 \$ Price 18 Feb 2009 - 17 Feb 2010	BPA Yr2 \$ Price 18 Feb 2010 - 17 Feb 2011	BPA Yr3 \$ Price 18 Feb 2011 - 17 Feb 2012	BPA Yr4 \$ Price 18 Feb 2012 - 17 Feb 2013	BPA Yr5 \$ Price 18 Feb 2013 - 17 Feb 2014	Year 1 BPA Price / Year 1 GSA Price
<p>NOTE: Request spot discounts on all orders, and for total order volume exceeding \$500,000 OR \$1,000,000 request respectively additional 5% OR 10% discount. "RN" in Manufacturer Part number indicates "Renewal". Co-termining available upon request.</p> <p>Subscriptions for annual period (unless stated otherwise) and start/end dates are per customer request. NA = Not Available on this BPA.</p> <p>Prices for NA items only may require slight revisions when/if these items are added to this BPA.</p>											
0032AA	MCT0456 / 9935-3151	Red Hat Global File System (GFS) 1 node, 1 year subscription	Per Unit	2,200.00	1,737.74	1,648.18	1,648.18	1,648.18	1,648.18	1,648.18	0.948
0032AB	MCT0456RN / 9935-46201	(Renewal) Red Hat Global File System (GFS) 1 node, 1 year subscription	Per Unit	2,200.00	1,737.74	1,648.18	1,648.18	1,648.18	1,648.18	1,648.18	0.948
0032AC	MCT0456F3 / 9935-46199	Red Hat Global File System (GFS) 1 node, 3 year subscription	Per Unit	6,270.00	4,952.55	4,697.30	4,697.30	4,697.30	4,697.30	4,697.30	0.948
0032AD	MCT0456F3RN / 9935-46203	(Renewal) Red Hat Global File System (GFS) 1 node, 3 year subscription	Per Unit	6,270.00	4,952.55	4,697.30	4,697.30	4,697.30	4,697.30	4,697.30	0.948
Red Hat Network Modules Subscription											
0033	Red Hat Network - Management Subscription - 1 year										
0033AA	MCT0141US / 9935-46010	RHN Management Entitlement, 1-4 units, 1 year	Per Unit	96.00	75.82	71.92	71.92	71.92	71.92	71.92	0.949
0033AB	MCT0141USRN / NA	RHN Management Entitlement, 1 year	Per Unit	NA	NA	NA	NA	NA	NA	NA	NA
0033AC	MCT0141RN / 9935-46205	RHN Management Entitlement, 1-4 units, 1 year term, renewal	Per Unit	96.00	75.82	71.92	71.92	71.92	71.92	71.92	0.950
0033AD	MCT0141F3RN / 9935-46219	RHN Management Entitlement, 1-4 units, 3 year term renewal	Per Unit	273.00	216.11	204.97	204.97	204.97	204.97	204.97	0.950
0033AE	MCT0141F3 / 9935-46212	RHN Management Entitlement, 1-4 units, 3 year term	Per Unit	273.00	216.11	204.97	204.97	204.97	204.97	204.97	0.950
0034	Red Hat Network Subscription- Provisioning (Management SubscriptionRequired) - 1 year										

Govt CLIN /SLIN	Mfg / GSA Part # Year 1	Description of Supplies Services	Per Unit	Comm \$ Price Year 1	GSA \$ Price Year 1	BPA Yr1 \$ Price 18 Feb 2009 - 17 Feb 2010	BPA Yr2 \$ Price 18 Feb 2010 - 17 Feb 2011	BPA Yr3 \$ Price 18 Feb 2011 - 17 Feb 2012	BPA Yr4 \$ Price 18 Feb 2012 - 17 Feb 2013	BPA Yr5 \$ Price 18 Feb 2013 - 17 Feb 2014	Year 1 BPA Price / Year 1 GSA Price
<p>NOTE: Request spot discounts on all orders, and for total order volume exceeding \$500,000 OR \$1,000,000 request respectively additional 5% OR 10% discount. "RN" in Manufacturer Part number indicates "Renewal". Co-termining available upon request.</p> <p>Subscriptions for annual period (unless stated otherwise) and start/end dates are per customer request. NA = Not Available on this BPA.</p> <p>Prices for NA items only may require slight revisions when/if these items are added to this BPA.</p>											
0043AR	MCT0826F3 / 9935-131511	Red Hat Directory Server – Replica, 3 year	Per Unit	8,550.00	6,753.47	6,405.41	6,405.41	6,405.41	6,405.41	6,405.41	0.948
0043AS	MCT0955F3RN / 9935-132960	(Renewal) Red Hat Directory Server – Small Business Bundle, with Red Hat Enterprise Linux, 3 year	Per Unit	25,650.00	20,260.42	19,216.23	19,216.23	19,216.23	19,216.23	19,216.23	0.948
0043AT	MCT0824F3 / 9935-131512	Red Hat Directory Server – Replica, for Solaris, 3 year	Per Unit	8,550.00	6,753.47	6,405.41	6,405.41	6,405.41	6,405.41	6,405.41	0.948
0043AU	MCT0824F3RN / 9935-132897	(Renewal) Red Hat Directory Server – Replica, for Solaris, 3 year	Per Unit	8,550.00	6,753.47	6,405.41	6,405.41	6,405.41	6,405.41	6,405.41	0.948
0043AV	MCT0826F3RN / 9935-132899	(Renewal) Red Hat Directory Server – Replica, 3 year	Per Unit	8,550.00	6,753.47	6,405.41	6,405.41	6,405.41	6,405.41	6,405.41	0.948
JBoss ON Monitoring - 32 or 4 CPUs											
0044	JBoss ON Monitoring - 1 year										
0044AA	MCT1171 / 9935-132702	JBoss ON Monitoring (for up to 32 CPUs)	Per Unit	16,000.00	14,082.43	13,356.65	13,356.65	13,356.65	13,356.65	13,356.65	0.948
0044AB	MCT1171RN / 9935-132787	Renewal - JBoss ON Monitoring (for up to 32 CPUs)	Per Unit	16,000.00	14,082.43	13,356.65	13,356.65	13,356.65	13,356.65	13,356.65	0.948
0044AC	MCT1170 / 9935-MCT1170	JBoss ON Monitoring (4CPUs)	Per Unit	2,500.00	2,200.38	2,086.98	2,086.98	2,086.98	2,086.98	2,086.98	0.948
0044AD	MCT1170RN / 9935-132786	Renewal - JBoss ON Monitoring (4CPUs)	Per Unit	2,500.00	2,200.38	2,086.98	2,086.98	2,086.98	2,086.98	2,086.98	0.948
JBoss Operation Network											

Red Hat Product Guides

Red Hat Cluster Suite	
9935-45997	Red Hat Cluster Suite, 1 year subscription
9935-46185	(Renewal) Red Hat Cluster Suite, 1 year subscription
9935-46175	Red Hat Cluster Suite, 3 year subscription
9935-46192	(Renewal) Red Hat Cluster Suite, 3 year subscription
<p>For applications that require maximum uptime, a Red Hat Enterprise Linux cluster with Red Hat Cluster Suite is the answer. Specifically designed for Red Hat Enterprise Linux, Red Hat Cluster Suite provides two distinct types of clustering:</p> <ul style="list-style-type: none"> • Application/Service Failover - Create n-node server clusters for failover of key applications and services • IP Load Balancing - Load balance incoming IP network requests across a farm of servers <p>With Red Hat Cluster Suite, applications can be deployed in high availability configurations so that they are always operational-bringing "scale-out" capabilities to Enterprise Linux deployments.</p> <p>For high-volume open source applications, such as NFS, Samba, and Apache, Red Hat Cluster Suite provides a complete ready-to-use failover solution. For most other applications, customers can create custom failover scripts using provided templates. Red Hat Professional Services can provide custom Red Hat Cluster Suite deployment services where required.</p>	

Red Hat Directory Server	
9935-131490	Red Hat Directory Server – Master, 1 year
9935-132878	(Renewal) Red Hat Directory Server – Master, 1 year
9935-131491	Red Hat Directory Server – Master, 1 year, For Solaris
9935-132896	(Renewal) Red Hat Directory Server – Master, 1 year, For Solaris
9935-131492	Red Hat Directory Server – Master, 3 year
9935-132877	(Renewal) Red Hat Directory Server – Master, 3 year
9935-131493	Red Hat Directory Server – Master, 3 year, For Solaris
9935-132895	(Renewal) Red Hat Directory Server – Master, 3 year, For Solaris
9935-131509	Red Hat Directory Server – Replica, 1 year
9935-132900	(Renewal) Red Hat Directory Server – Replica, 1 year
9935-131510	Red Hat Directory Server – Replica, 1 year, For Solaris
9935-132898	(Renewal) Red Hat Directory Server – Replica, 1 year, For Solaris
9935-131511	Red Hat Directory Server – Replica, 3 year
9935-132899	(Renewal) Red Hat Directory Server – Replica, 3 year
9935-131512	Red Hat Directory Server – Replica, 3 year, For Solaris
9935-132897	(Renewal) Red Hat Directory Server – Replica, 3 year, For Solaris
9935-131513	Red Hat Directory Server – Small Business Bundle
9935-132959	(Renewal) Red Hat Directory Server – Small Business Bundle
9935-131516	Red Hat Directory Server – Small Business Bundle, 3 year, with Red Hat Enterprise Linux

9935-132960	(Renewal) Red Hat Directory Server – Small Business Bundle, 3 year, with Red Hat Enterprise Linux
9935-131515	Red Hat Directory Server – Small Business Bundle, with Red Hat Enterprise Linux
9935-132961	(Renewal) Red Hat Directory Server – Small Business Bundle, with Red Hat Enterprise Linux
<p>Red Hat Directory Server is an LDAP-compliant server that centralizes application settings, user profiles, group data, policies, and access control information into a network based registry. Directory Server simplifies user management by eliminating data redundancy and automating data maintenance. Red Hat Directory Server also improves security, enabling administrators to store policies and access control information in the directory for a single authentication source across enterprise or extranet applications.</p>	

Red Hat Global File System	
9935-3151	Red Hat Global File System (GFS) 1 node, 1 year subscription
9935-46201	(Renewal) Red Hat Global File System (GFS) 1 node, 1 year subscription
9935-46199	Red Hat Global File System (GFS) 1 node, 3 year subscription
9935-46203	(Renewal) Red Hat Global File System (GFS) 1 node, 3 year subscription
<p>What if you could manage a cluster of servers, as if it were one server? Red Hat Global File System (GFS) helps you get there today, so that you can maximize the benefits of clustering and minimize the costs.</p> <p>Red Hat GFS allows a cluster of Linux servers to share data in a common pool of storage, allowing you to:</p> <ul style="list-style-type: none"> • Greatly simplify your data infrastructure • Install and patch applications once, for the entire cluster • Reduce the need for redundant copies of data • Simplify back-up and disaster recovery tasks • Maximize use of storage resources and minimize your storage costs • Manage your storage capacity as a whole vs. by partition • Decrease your overall storage needs by reducing data duplication • Scale clusters seamlessly, adding storage or servers on the fly • No more partitioning storage with complicated techniques • Add servers simply by mounting them to a common file system • Achieve maximum application uptime • Red Hat Cluster Suite is included with Red Hat GFS 	

Red Hat Network <i>(Satellite Server, Proxy Server, Modules)</i>	
9935-131452	Red Hat Network Proxy Server, 1 year term
9935-46247	(Renewal) Red Hat Network Proxy Server, 1 year term
9935-46248	Red Hat Network Proxy Server, 3 year term
9935-46249	(Renewal) Red Hat Network Proxy Server, 3 year term
9935-131465	Red Hat Network Satellite Server, 1 year term
9935-46250	(Renewal) Red Hat Network Satellite Server, 1 year term
9935-46251	Red Hat Network Satellite Server, 3 year term
9935-46252	(Renewal) Red Hat Network Satellite Server, 3 year term
9935-132834	RHN Management and Provisioning Entitlements, 1 year term
9935-46226	(Renewal) RHN Management and Provisioning Entitlements, 1 year term

9935-46233	RHN Management and Provisioning Entitlements, 3 year term
9935-46240	(Renewal) RHN Management and Provisioning Entitlements, 3 year term
9935-46205	(Renewal) RHN Management Entitlement, 1 year term
9935-46010	RHN Management Entitlement, 1 year term
9935-46212	RHN Management Entitlement, 3 year term
9935-46219	(Renewal) RHN Management Entitlement, 3 year term
9935-46260	RHN Management, Provisioning and Monitoring Entitlements, 1 year term
9935-46261	(Renewal) RHN Management, Provisioning and Monitoring Entitlements, 1 year term
9935-46326	RHN Management, Provisioning and Monitoring Entitlements, 3 year term
9935-46263	(Renewal) RHN Management, Provisioning and Monitoring Entitlements, 3 year term
9935-133473	RHN Monitoring and Provisioning Entitlements, 1 year term
9935-133515	(Renewal) RHN Monitoring and Provisioning Entitlements, 1 year term
9935-133501	RHN Monitoring and Provisioning Entitlements, 3 year term
9935-133508	(Renewal) RHN Monitoring and Provisioning Entitlements, 3 year term
9935-46327	RHN Monitoring Entitlement (requires RHN Management Entitlements), 1 year term
9935-46257	(Renewal) RHN Monitoring Entitlement (requires RHN Management Entitlements), 1 year term
9935-46279	RHN Monitoring Entitlement (requires RHN Management Entitlements), 3 year term
9935-46259	(Renewal) RHN Monitoring Entitlement (requires RHN Management Entitlements), 3 year term
9935-132837	RHN Provisioning Entitlement (requires RHN Management Entitlements), 1 year term
9935-132858	(Renewal) RHN Provisioning Entitlement (requires RHN Management Entitlements), 1 year term
9935-132844	RHN Provisioning Entitlement (requires RHN Management Entitlements), 3 year term
9935-132851	(Renewal) RHN Provisioning Entitlement (requires RHN Management Entitlements), 3 year term
<p>Red Hat Network (RHN) Satellite server is an easy-to-use, advanced systems management platform for your Linux infrastructure. It is built on open standards and uses a webbased graphical interface. Its services are provided through add-on modules that allow you to enhance management capabilities for Enterprise Linux on virtualized or baremetal deployments.</p> <p>RHN Satellite server provides simple tools to efficiently manage the life cycle of systems on your network. This includes provisioning new systems, managing their updates and configuration changes, monitoring system performance, and eventually re-deploying the systems for a new purpose. Administration and management of your systems can be distributed based upon your organizational requirements.</p>	

Red Hat Enterprise Linux Server	
9935-133043	Red Hat Enterprise Linux (1-2 sockets), Basic Support Subscription - 1 year of RHN Subscription, web support only (Includes 4 Virtualization Instances)
9935-133054	(Renewal) Red Hat Enterprise Linux (1-2 sockets), Basic Support Subscription - 1 year of RHN Subscription, web support only (Includes 4 Virtualization Instances)
9935-133045	Red Hat Enterprise Linux (1-2 sockets), Basic Support Subscription - 3 year of RHN Subscription, web support only (Includes 4 Virtualization Instances)
9935-133047	(Renewal) Red Hat Enterprise Linux (1-2 sockets), Basic Support Subscription - 3 year of RHN Subscription, web support only (Includes 4 Virtualization Instances)
9935-46271	Red Hat Enterprise Linux (1-2 sockets), Premium Support Subscription - 1 year of RHN Subscription, 24-7 technical support (Includes 4 Virtualization Instances)
9935-132888	(Renewal) Red Hat Enterprise Linux (1-2 sockets), Premium Support Subscription - 1 year of RHN Subscription, 24-7 technical support (Includes 4 Virtualization Instances)
9935-46272	Red Hat Enterprise Linux (1-2 sockets), Premium Support 1-4 Subscriptions - 3 year of RHN Subscription, 24-7 technical support (Includes 4 Virtualization Instances)
9935-132881	(Renewal) Red Hat Enterprise Linux (1-2 sockets), Premium Support Subscription - 3 year of RHN Subscription, 24-7 technical support (Includes 4 Virtualization Instances)
9935-1840	Red Hat Enterprise Linux (1-2 sockets), Standard Support Subscription - 1 year of RHN Subscription, 12-5 technical support (Includes 4 Virtualization Instances)
9935-46103	(Renewal) Red Hat Enterprise Linux (1-2 sockets), Standard Support Subscription - 1 year of RHN Subscription, 12-5 technical support (Includes 4 Virtualization Instances)
9935-46089	Red Hat Enterprise Linux (1-2 sockets), Standard Support Subscription - 3 year of RHN Subscription, 12-5 technical support (Includes 4 Virtualization Instances)
9935-46117	(Renewal) Red Hat Enterprise Linux (1-2 sockets), Standard Support Subscription - 3 year of RHN Subscription, 12-5 technical support (Includes 4 Virtualization Instances)
9935-132178	Red Hat Enterprise Linux Premium for IBM eServer zSeries, S/390, 1 year (1 IFL)
9935-133491	(Renewal) Red Hat Enterprise Linux Premium for IBM eServer zSeries, S/390, 1 year (1 IFL)
9935-132184	Red Hat Enterprise Linux Premium for IBM eServer zSeries, S/390, 3 year (1 IFL)
9935-133488	(Renewal) Red Hat Enterprise Linux Premium for IBM eServer zSeries, S/390, 3 year (1 IFL)
9935-131595	Red Hat Enterprise Linux Server FOR IBM POWER (1-2 sockets), Basic Support Subscription - 1 year of RHN Subscription, web support only (Includes 4 Virtualization Instances)
9935-133068	(Renewal) Red Hat Enterprise Linux Server FOR IBM POWER (1-2 sockets), Basic Support Subscription - 1 year of RHN Subscription, web support only (Includes 4 Virtualization Instances)
9935-131602	Red Hat Enterprise Linux Server FOR IBM POWER (1-2 sockets), Basic Support Subscription - 3 year of RHN Subscription, web support only (Includes 4 Virtualization Instances)
9935-133061	(Renewal) Red Hat Enterprise Linux Server FOR IBM POWER (1-2 sockets), Basic Support Subscription - 3 year of RHN Subscription, web support only (Includes 4 Virtualization Instances)
9935-131637	Red Hat Enterprise Linux Server FOR IBM POWER (1-2 sockets), Premium Support Subscription - 1 year of RHN Subscription, 24-7 technical support (Includes 4 Virtualization Instances)
9935-133096	(Renewal) Red Hat Enterprise Linux Server FOR IBM POWER (1-2 sockets), Premium Support Subscription - 1 year of RHN Subscription, 24-7 technical support (Includes 4 Virtualization Instances)
9935-131644	Red Hat Enterprise Linux Server FOR IBM POWER (1-2 sockets), Premium Support Subscription - 3 year of RHN Subscription, 24-7 technical support (Includes 4 Virtualization Instances)
9935-133089	(Renewal) Red Hat Enterprise Linux Server FOR IBM POWER (1-2 sockets), Premium Support Subscription - 3 year of RHN Subscription, 24-7 technical support (Includes 4 Virtualization Instances)
9935-131623	Red Hat Enterprise Linux Server FOR IBM POWER (1-2 sockets), Standard Support Subscription - 1 year of RHN Subscription, 12-5 technical support (Includes 4 Virtualization Instances)
9935-133082	(Renewal) Red Hat Enterprise Linux Server FOR IBM POWER (1-2 sockets), Standard Support Subscription - 1 year of RHN Subscription, 12-5 technical support (Includes 4 Virtualization Instances)
9935-131630	Red Hat Enterprise Linux Server FOR IBM POWER (1-2 sockets), Standard Support Subscription - 3 year of RHN Subscription, 12-5 technical support (Includes 4 Virtualization Instances)
9935-133075	(Renewal) Red Hat Enterprise Linux Server FOR IBM POWER (1-2 sockets), Standard Support Subscription - 3 year of RHN Subscription, 12-5 technical support (Includes 4 Virtualization Instances)
9935-132181	Red Hat Enterprise Linux Standard for IBM eServer zSeries, S/390, 1 year (1 IFL)
9935-133485	(Renewal) Red Hat Enterprise Linux Standard for IBM eServer zSeries, S/390, 1 year (1 IFL)
9935-132187	Red Hat Enterprise Linux Standard for IBM eServer zSeries, S/390, 3 year (1 IFL)
9935-133482	(Renewal) Red Hat Enterprise Linux Standard for IBM eServer zSeries, S/390, 3 year (1 IFL)
Red Hat Enterprise Linux is the world's leading commercial strength, open source operating system. Red Hat Enterprise Linux server is designed for small servers in focused application	

environments. Includes a comprehensive suite of open source server applications and sophisticated virtualization capabilities.

Red Hat Enterprise Linux Advanced Platform	
9935-133178	Red Hat Enterprise Linux 1-2 Socket Basic to Red Hat Enterprise Linux AP Premium
9935-133177	Red Hat Enterprise Linux 1-2 Socket Basic to Red Hat Enterprise Linux AP Standard
9935-133182	Red Hat Enterprise Linux 1-2 Socket Premium to Red Hat Enterprise Linux AP Premium
9935-133181	Red Hat Enterprise Linux 1-2 Socket Premium to Red Hat Enterprise Linux AP Standard
9935-133180	Red Hat Enterprise Linux 1-2 Socket Standard to Red Hat Enterprise Linux AP Premium
9935-133179	Red Hat Enterprise Linux 1-2 Socket Standard to Red Hat Enterprise Linux AP Standard
9935-MCT0985	Red Hat Enterprise Linux Advanced Platform for IBM POWER, Premium Support Subscription - 1 year of RHN Subscription, 24-7 technical support (Includes GFS, Cluster, and Unlimited Virtualization)
9935-133036	(Renewal) Red Hat Enterprise Linux Advanced Platform for IBM POWER, Premium Support Subscription - 1 year of RHN Subscription, 24-7 technical support (Includes GFS, Cluster, and Unlimited Virtualization)
9935-131588	Red Hat Enterprise Linux Advanced Platform for IBM POWER, Premium Support Subscription - 3 year of RHN Subscription, 24-7 technical support (Includes GFS, Cluster, and Unlimited Virtualization)
9935-133029	(Renewal) Red Hat Enterprise Linux Advanced Platform for IBM POWER, Premium Support Subscription - 3 year of RHN Subscription, 24-7 technical support (Includes GFS, Cluster, and Unlimited Virtualization)
9935-MCT0984	Red Hat Enterprise Linux Advanced Platform for IBM POWER, Standard Support Subscription - 1 year of RHN Subscription, 12-5 technical support (Includes GFS, Cluster, and Unlimited Virtualization)
9935-133022	(Renewal) Red Hat Enterprise Linux Advanced Platform for IBM POWER, Standard Support Subscription - 1 year of RHN Subscription, 12-5 technical support (Includes GFS, Cluster, and Unlimited Virtualization)
9935-131575	Red Hat Enterprise Linux Advanced Platform for IBM POWER, Standard Support Subscription - 3 year of RHN Subscription, 12-5 technical support (Includes GFS, Cluster, and Unlimited Virtualization)
9935-133015	(Renewal) Red Hat Enterprise Linux Advanced Platform for IBM POWER, Standard Support Subscription - 3 year of RHN Subscription, 12-5 technical support (Includes GFS, Cluster, and Unlimited Virtualization)
9935-131555	Red Hat Enterprise Linux Advanced Platform, Premium Support Subscription - 1 year of RHN Subscription, 24-7 technical support (Includes GFS, Cluster, and Unlimited Virtualization)
9935-133008	(Renewal) Red Hat Enterprise Linux Advanced Platform, Premium Support Subscription - 1 year of RHN Subscription, 24-7 technical support (Includes GFS, Cluster, and Unlimited Virtualization)
9935-131562	Red Hat Enterprise Linux Advanced Platform, Premium Support Subscription - 3 year of RHN Subscription, 24-7 technical support (Includes GFS, Cluster, and Unlimited Virtualization)
9935-133001	(Renewal) Red Hat Enterprise Linux Advanced Platform, Premium Support Subscription - 3 year of RHN Subscription, 24-7 technical support (Includes GFS, Cluster, and Unlimited Virtualization)
9935-131541	Red Hat Enterprise Linux Advanced Platform, Standard Support Subscription - 1 year of RHN Subscription, 12-5 technical support (Includes GFS, Cluster, and Unlimited Virtualization)
9935-132994	(Renewal) Red Hat Enterprise Linux Advanced Platform, Standard Support Subscription - 1 year of RHN Subscription, 12-5 technical support (Includes GFS, Cluster, and Unlimited Virtualization)
9935-131548	Red Hat Enterprise Linux Advanced Platform, Standard Support Subscription - 3 year of RHN Subscription, 12-5 technical support (Includes GFS, Cluster, and Unlimited Virtualization)
9935-132987	(Renewal) Red Hat Enterprise Linux Advanced Platform, Standard Support Subscription - 3 year of RHN Subscription, 12-5 technical support (Includes GFS, Cluster, and Unlimited Virtualization)

Red Hat Enterprise Linux (RHEL) is the world's leading commercial strength, open source operating system. RHEL Includes a comprehensive suite of open source server applications and sophisticated virtualization capabilities.

Red Hat Enterprise Linux Advanced Platform includes

- Support for unlimited processor sockets
- Unlimited Virtualization
- Cluster Suite
- Global File System

Red Hat Enterprise Linux Desktop

9935-133187	Red Hat Enterprise Linux Desktop + Multi-OS to Red Hat Enterprise Linux Desktop + Workstation and Multi-OS
9935-133188	Red Hat Enterprise Linux Desktop + Workstation Red Hat Enterprise Linux Desktop + Workstation and Multi-OS
9935-131423	Red Hat Enterprise Linux Desktop to Red Hat Enterprise Linux Desktop + Multi-OS
9935-133185	Red Hat Enterprise Linux Desktop to Red Hat Enterprise Linux Desktop + Workstation
9935-133186	Red Hat Enterprise Linux Desktop to Red Hat Enterprise Linux Desktop + Workstation and Multi-OS
9935-MCT0996	Red Hat Enterprise Linux Desktop with Multi-OS, Basic Support Subscription - 1 year of RHN Subscription, web support only
9935-133124	(Renewal) Red Hat Enterprise Linux Desktop with Multi-OS, Basic Support Subscription - 1 year of RHN Subscription, web support only
9935-MCT0996F3	Red Hat Enterprise Linux Desktop with Multi-OS, Basic Support Subscription - 3 year of RHN Subscription, web support only
9935-133117	(Renewal) Red Hat Enterprise Linux Desktop with Multi-OS, Basic Support Subscription - 3 year of RHN Subscription, web support only
9935-MCT1025	Red Hat Enterprise Linux Desktop with Workstation and Multi-OS Options, Basic Support Subscription - 1 year of RHN Subscription, web support only
9935-133152	(Renewal) Red Hat Enterprise Linux Desktop with Workstation and Multi-OS Options, Basic Support Subscription - 1 year of RHN Subscription, web support only
9935-131431	Red Hat Enterprise Linux Desktop with Workstation and Multi-OS Options, Basic Support Subscription - 3 year of RHN Subscription, web support only
9935-133145	(Renewal) Red Hat Enterprise Linux Desktop with Workstation and Multi-OS Options, Basic Support Subscription - 3 year of RHN Subscription, web support only
9935-131409	Red Hat Enterprise Linux Desktop with Workstation and Multi-OS Options, Standard Support Subscription - 1 year of RHN Subscription, 12-5 telephone Support
9935-133166	(Renewal) Red Hat Enterprise Linux Desktop with Workstation and Multi-OS Options, Standard Support Subscription - 1 year of RHN Subscription, 12-5 telephone Support
9935-131444	Red Hat Enterprise Linux Desktop with Workstation and Multi-OS Options, Standard Support Subscription - 3 year of RHN Subscription, 12-5 telephone Support
9935-133159	(Renewal) Red Hat Enterprise Linux Desktop with Workstation and Multi-OS Options, Standard Support Subscription - 3 year of RHN Subscription, 12-5 telephone Support
9935-MCT0997	Red Hat Enterprise Linux Desktop with Workstation Option, Basic Support Subscription - 1 year of RHN Subscription, web support only
9935-133138	(Renewal) Red Hat Enterprise Linux Desktop with Workstation Option, Basic Support Subscription - 1 year of RHN Subscription, web support only
9935-131682	Red Hat Enterprise Linux Desktop with Workstation Option, Basic Support Subscription - 3 year of RHN Subscription, web support only
9935-133131	(Renewal) Red Hat Enterprise Linux Desktop with Workstation Option, Basic Support Subscription - 3 year of RHN Subscription, web support only
9935-1835	Red Hat Enterprise Linux Desktop with Workstation Option, Standard Support Subscription - 1 year of RHN Subscription, 12-5 technical support
9935-46145	(Renewal) Red Hat Enterprise Linux Desktop with Workstation Option, Standard Support Subscription - 1 year of RHN Subscription, 12-5 technical support
9935-46131	Red Hat Enterprise Linux Desktop with Workstation Option, Standard Support Subscription - 3 year of RHN Subscription, 12-5 technical support
9935-46159	(Renewal) Red Hat Enterprise Linux Desktop with Workstation Option, Standard Support Subscription - 3 year of RHN Subscription, 12-5 technical support
9935-MCT0995	Red Hat Enterprise Linux Desktop, Basic Support Subscription - 1 year of RHN Subscription, web support only
9935-133110	(Renewal) Red Hat Enterprise Linux Desktop, Basic Support Subscription - 1 year of RHN Subscription, web support only
9935-131657	Red Hat Enterprise Linux Desktop, Basic Support Subscription - 3 year of RHN Subscription, web support only
9935-133103	(Renewal) Red Hat Enterprise Linux Desktop, Basic Support Subscription - 3 year of RHN Subscription, web support only
9935-131517	Red Hat Enterprise Linux HPC Compute Node (1-2 Sockets), 1 year
9935-132968	(Renewal) Red Hat Enterprise Linux HPC Compute Node (1-2 Sockets), 1 year
9935-131523	Red Hat Enterprise Linux HPC Compute Node (1-2 Sockets), 3 year
9935-131523	Red Hat Enterprise Linux HPC Compute Node (1-2 Sockets), 3 year
9935-131529	Red Hat Enterprise Linux HPC Compute Node (4+ Sockets), 1 year
9935-132981	(Renewal) Red Hat Enterprise Linux HPC Compute Node (4+ Sockets), 1 year

9935-131535	Red Hat Enterprise Linux HPC Compute Node (4+ Sockets), 3 year
9935-132975	(Renewal) Red Hat Enterprise Linux HPC Compute Node (4+ Sockets), 3 year
<p>Red Hat Enterprise Linux is the world's leading commercial strength, open source operating system. Red Hat Enterprise Linux Desktop is a full-featured client, quick to deploy and easy to use. Provides the graphic, multimedia, wireless, and laptop features required by today's mobile business user. Available with Workstation and Multi OS options.</p>	

Red Hat Certificate System	
9935-131494	Red Hat Certificate System – Starter Pack (Includes 500 certificates), 1 year term
9935-132951	(Renewal) Red Hat Certificate System – Starter Pack (Includes 500 certificates), 1 year term
9935-131496	Red Hat Certificate System – Starter Pack (Includes 500 certificates), 3 year term
9935-132950	(Renewal) Red Hat Certificate System – Starter Pack (Includes 500 certificates), 3 year term
9935-131495	Red Hat Certificate System (Minimum Order Size 5,000 certificates), 1 year term
9935-132880	(Renewal) Red Hat Certificate System (Minimum Order Size 5,000 certificates), 1 year term
9935-131419	Red Hat Certificate System (Minimum Order Size 5,000 certificates), 3 year term
9935-132879	(Renewal) Red Hat Certificate System (Minimum Order Size 5,000 certificates), 3 year term
<p>Red Hat Certificate System provides a powerful security framework to manage user identities and ensure privacy of communications. Handling all the major functions of the identity life cycle, Red Hat Certificate System simplifies enterprise-wide deployment and adoption of a Public Key Infrastructure.</p> <p>Red Hat Certificate System works behinds the scenes to issue, renew, suspend, revoke, and manage single and dual key X.509v3 certificates needed to handle strong authentication, single sign-on, and secure communications.</p> <p>Support for Global Platform permits direct communication between a registration authority and a smart card for key management tasks such as enrollment and PIN reset. As a result, Red Hat Certificate System now provides the first end-to-end smart card solution throughout the user management life cycle.</p>	

ATT B - LICENSE AGREEMENT

ATT B - License Agreement

Attachment B

**LICENSE AGREEMENT AND LIMITED PRODUCT WARRANTY RED HAT PRODUCTS/SERVICES
(See Below the License Agreement and Limited Product Warranty Information offered in this BPA)**

**RED HAT ENTERPRISE AGREEMENT
AMERICA**

NORTH

This Red Hat Enterprise Agreement, including all referenced appendices and documents located at URLs (the "Agreement"), is between Red Hat, Inc. ("Red Hat") and the purchaser or user of Red Hat software and services who accepts the terms of this Agreement ("Client"). The effective date of this Agreement ("Effective Date") is the earlier of the date that Client signs or accepts this Agreement or the date that Client uses Red Hat's software or services.

1. Scope of Agreement

- 1.1 Framework.** This Agreement establishes a framework that will enable Red Hat to provide Software and Services to Client. "Software" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat. The specific services (the "Services") and/or Software that Red Hat will provide to Client will be described in an Order Form, signed by the parties or otherwise accepted by Red Hat, which may consist of (a) one or more mutually agreed order forms, statements of work, work orders or similar transaction documents, or (b) an order placed by Client through Red Hat's online store accessible from a Red Hat website. The parties agree that the terms of this Agreement will govern all purchases and use by Client of Software and Services unless otherwise agreed by the parties in writing.
- 1.2 Affiliates.** Red Hat and Client agree that Affiliates of Client may acquire Software and Services from Red Hat or its Affiliates by entering an Order Form with Red Hat (or a Red Hat Affiliate) that incorporates the terms and conditions of this Agreement. The parties acknowledge that adjustments to the terms of this Agreement may be made in a particular Order Form (for example, to address disparate tax and/or legal regimes in other geographic regions). "Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "control" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 1.3 Business Partners.** Red Hat has entered into agreements with other organizations ("Business Partners") to promote, market and support certain Software and Services. When Client purchases Software and Services through a Business Partner, Red Hat confirms that it is responsible for providing the Software and Services to Client under the terms of this Agreement. Red Hat is not responsible for (a) the actions of Business Partners, (b) any additional obligations Business Partners have to Client, or (c) any products or services that Business Partners supply to Client under any separate agreements between a Business Partner and Client.

2. Obligations of the Parties

- 2.1 On-Site Obligations.** If Red Hat personnel are working on Client's premises (a) Client will provide a safe and secure working environment for Red Hat personnel, and (b) Red Hat will comply with all reasonable workplace safety and security standards and policies, applicable to Client's employees, of which Red Hat is notified in writing by Client in advance.
- 2.2 Changes to Work and Delays.** Changes to the Services will be made only through a written change order signed by both parties. In the event that (a) Client fails to timely fulfill its obligations under an Order Form, and this failure adversely impacts the provision of Services, or (b) events outside of either party's reasonable control cause a delay in or otherwise affect Red Hat's ability to perform its obligations under an Order Form, Red Hat will be entitled to appropriate relief, including adjusting the timing of its delivery of applicable Services.
- 2.3 Assistance.** Client may provide Red Hat access to Client information, systems, and software ("Client Information"), and resources such as workspace, network access, and telephone connections as reasonably required by Red Hat in order to provide the Services. Client understands and agrees that (a) the completeness, accuracy of, and extent of access to, any Client Information provided to Red Hat may affect Red Hat's ability to provide Services, and (b) if reasonable access to Client Information is not provided, Red Hat will be relieved from providing any Services dependent upon such access. Client will obtain any third party consents necessary to grant Red Hat access to the Client Information that is subject to the proprietary rights of, or controlled by, any third party, or which is subject to any other form of restriction upon disclosure.

3. Payment

- 3.1 Fees and Expenses.** Fees for the Services (the "Fees") will be identified in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form or, for renewal of Services, at the start of the renewal term, and (b) payable in accordance with Section 3.2. Fees are stated in United States Dollars, must be paid in United States Dollars, and, unless otherwise specified in writing, do not include out-of-pocket expenses or shipping costs. Client will reimburse Red Hat for all reasonable expenses Red Hat incurs in connection with the performance of Services. Client agrees to pay Red Hat the applicable Fees for each Unit. "Unit" is the measurement of Software or Service usage defined in the applicable Order Form. Any renewal of Subscription Services will be at the same price per Unit listed in the applicable Order Form. "Subscription Services" mean fee-bearing subscriptions for a defined period of time for a certain scope of Services.
- 3.2 Invoices**
- 3.2.1** If Client desires credit terms with respect to the payment of Fees, Client will reasonably cooperate with Red Hat in establishing and periodically re-confirming Client's credit-worthiness. If credit terms are provided to Client, Red Hat will invoice Client for the Fees upon Red Hat's acceptance of the applicable Order Form and upon acceptance of any future order. Unless otherwise specified in an Order Form and subject to Red Hat's approval of credit terms, Client will pay Fees and expenses, if any, no later than thirty (30) days from the date of each invoice; provided, however, that Fees for

professional services, training, training credits and other service credits are due prior to delivery. Except as otherwise provided in this Agreement, any and all payments made by Client pursuant to this Agreement are non-refundable. Red Hat reserves the right to suspend or cancel performance of all or part of the Services and/or change its credit terms if actual payment has not been received within thirty (30) days of the invoice date.

3.2.2 If Client is paying by credit card, Client (a) authorizes Red Hat to charge Client's credit card for the Services and for the amount due at the time of renewal of Subscription Services, and (b) agrees to provide updated credit card information to Red Hat for renewal purposes.

3.3 **Taxes.** All Fees are exclusive of Taxes. Client will pay Red Hat an amount equal to any Taxes arising from or relating to this Agreement or an applicable Order Form which are paid by or are payable by Red Hat. "Taxes" means any form of sales, use, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on the net income of Red Hat. If Client is required to withhold or deduct any portion of the payments due to Red Hat, Client will increase the sum payable to Red Hat by the amount necessary so that Red Hat receives an amount equal to the sum it would have received had Client made no withholdings or deductions.

4. License and Ownership

4.1 **Software.** Each type of Software is governed by a license grant or an end user license agreement, which license terms are contained or referenced in the appendices to this Agreement or the applicable Order Form.

4.2 **Freedom to Use Ideas.** Subject to Section 9 and Client's rights in Client Information and notwithstanding anything to the contrary contained in this Agreement or an Order Form, the ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed in and during the course of any Order Form may be used by Red Hat, without an obligation to account, in any way Red Hat deems appropriate, including by or for itself or its clients or customers.

4.3 **Marks.** Unless expressly stated in an Order Form, no right or license, express or implied, is granted in this Agreement for the use of any Red Hat, Red Hat Affiliate, Client or third party trade names, service marks or trademarks, including, without limitation, the distribution of the Software utilizing any Red Hat or Red Hat Affiliate trademarks.

5. Reporting and Inspection

5.1 **Reporting.** Client will notify Red Hat (or the Business Partner from whom Client purchased Software or Services) promptly if the actual number of Units of Software or Services utilized by Client exceeds the number of Units for which Client has paid the applicable Fees. In its notice, Client will include the number of additional Units and the date(s) on which such Units were first utilized. Red Hat (or the Business Partner) will invoice Client for the applicable Services for such Units and Client will pay for such Services no later than thirty (30) days from the date of the invoice.

5.2 **Inspection.** During the term of this Agreement and for one (1) year thereafter, Red Hat or its designated agent may inspect Client's facilities and records to verify Client's compliance with this Agreement. Any such inspection will take place only during Client's normal business hours and upon no less than ten (10) days prior written notice from Red Hat. Red Hat will give Client written notice of any non-compliance, including the number of underreported Units of Software or Services, and Client will have fifteen (15) days from the date of this notice to make payment to Red Hat for the applicable Services provided with respect to the underreported Units. If Client underreports the number of Units utilized by more than five percent (5%) of the number of Units for which Client paid, Client will also pay Red Hat for the cost of such inspection.

6. Term and Termination

6.1 **Term and Termination of Agreement.** The term of this Agreement will begin on the Effective Date and will terminate at the expiration of ninety (90) days following written notice of termination given by one party to the other. Termination of this Agreement will not operate to terminate any Order Form and the terms and conditions of this Agreement will continue in full force and effect to the extent necessary to give effect to any Order Form in effect at the time of termination of this Agreement and until such time as the applicable Order Form expires or is terminated in accordance with Section 6.2 below.

6.2 Term and Termination of Order Form

6.2.1 The term of an Order Form begins on the date the Order Form is executed ("Order Form Effective Date") and continues for the term stated in the Order Form. Thereafter, the term for Subscription Services will automatically renew for successive terms of one (1) year each, unless either party gives written notice to the other of its intention not to renew at least sixty (60) days before the commencement of the next renewal term. Client must use any other Services set forth in an Order Form during the term specified in the Order Form or within one (1) year of the Order Form Effective Date, whichever is shorter; if unused, such Services will be forfeited.

6.2.2 If Client or Red Hat materially breaches the terms of an Order Form, and such breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party, then the other party may, by giving written notice of termination to the breaching party, terminate the applicable Order Form and/or this Agreement; provided, however, that no cure period will be required for a breach of Section 9 of this Agreement. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination.

Without prejudice to any other right or remedy of Red Hat, in the event either party terminates an Order Form, Client will pay Red Hat (or the Business Partner from whom Client purchased such Software or Services) for all Services provided up to the effective date of termination.

- 6.3 Survival.** If this Agreement or an Order Form is terminated for any reason, Sections 3, 4, 5.2, 6.3, 7, 8, 9, 10.2, 12, 13.1, 13.5-13.14, and 14 of this Agreement (as the same are incorporated into each Order Form) will survive such termination.

7. Continuing Business

Nothing in this Agreement will preclude or limit Red Hat from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those that might be delivered to Client. The terms of confidentiality in Section 9 will not prohibit or restrict either party's right to develop, use or market products or services similar to or competitive with the other party; provided, however, that neither party is relieved of its obligations under this Agreement.

8. Limitation of Liability and Disclaimer of Damages

- 8.1 Limitation of Liability.** FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNTS RECEIVED BY RED HAT DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR ITEMS (WHETHER SOFTWARE, SERVICES OR OTHERWISE) GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT.

- 8.2 Disclaimer of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR AN ORDER FORM, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO CLIENT OR ITS AFFILIATES FOR DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION: ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THESE DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

9. Confidentiality

- 9.1 Obligations.** During the term of this Agreement, both parties agree that (i) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (ii) each will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care; and (iii) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Both parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information. "Confidential Information" means all information disclosed by either Red Hat or Client ("Disclosing Party") to the other party ("Recipient") during the term of this Agreement that is either (i) marked confidential or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure.

- 9.2 Exclusions.** Confidential Information will not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Disclosing Party; (iii) is independently developed by the Recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the Recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. The Recipient will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Disclosing Party advance notice of the disclosure requirement.

10. Representations and Warranties

- 10.1 General Representations and Warranties.** Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Client; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Client, include malicious or hidden mechanisms or code for the purpose of damaging or corrupting the Software.
- 10.2 Disclaimer of Warranty.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1 OR BY A THIRD PARTY VENDOR DIRECTLY TO CLIENT UNDER A SEPARATE AGREEMENT, THE SERVICES, SOFTWARE AND ANY HARDWARE ARE PROVIDED BY RED HAT "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. RED HAT DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES, SOFTWARE OR HARDWARE WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE OR THAT RED HAT WILL CORRECT ALL SOFTWARE ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN SECTION 10.1, CLIENT'S EXCLUSIVE REMEDY, AND RED HAT'S ENTIRE LIABILITY, WILL BE THE REPERFORMANCE OF DEFICIENT SERVICES, OR IF RED HAT CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, CLIENT MAY TERMINATE THE RELEVANT SERVICES AND RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT SERVICES AS OF THE EFFECTIVE DATE OF TERMINATION. Without limiting the generality of the foregoing disclaimer, the Software, Services and any hardware provided are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control, or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems, or (c) direct life support systems. Client agrees that it is solely responsible for the results obtained from the use of the Software and Services.
- 11. Open Source Assurance Program**
- For Software that is Red Hat branded, purchases under this Agreement may entitle Client to participate in Red Hat's Open Source Assurance Program which is described at <http://www.redhat.com/rhel/details/assurance/>. The terms for this optional program are subject to a separate agreement which can be viewed at http://www.redhat.com/legal/open_source_assurance_agreement.html.
- 12. Governing Law/Consent to Jurisdiction**
- The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the United States and of the State of New York without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in Raleigh, North Carolina, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.
- 13. Miscellaneous**
- 13.1 Notices.** Notices must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent using a method that provides for positive confirmation of delivery to the respective addresses or facsimile numbers indicated in an Order Form; provided that any notice from Client to Red Hat includes a copy sent to: Red Hat, Inc., Attention: General Counsel, 1801 Varsity Drive, Raleigh, North Carolina 27606; Facsimile: (919) 754-3704.
- 13.2 Assignment.** This Agreement is binding on the parties to this Agreement, and other than the rights conferred on Business Partners in Sections 5.1 and 6.2.2, nothing in this Agreement or in any Order Form grants any other person or entity any right, benefit or remedy of any nature whatsoever, except for the parties' Affiliates as expressly provided in this Agreement. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed; provided, however, either party may, upon written notice and without the prior approval of the other party, (a) assign this Agreement to an Affiliate as long as the Affiliate has sufficient credit to satisfy its obligations under this Agreement and the scope of Service is not affected; and (b) assign this Agreement pursuant to a merger or a sale of all or substantially all of such party's assets or stock.
- 13.3 Independent Contractor.** Red Hat is an independent contractor and nothing in this Agreement or related to Red Hat's performance of any Order Form will be construed to create an employment or agency relationship between Client (or any Client personnel) and Red Hat (or any Red Hat personnel). Each party will be solely responsible for supervision, direction, control and payment of its personnel, including applicable taxes, deductions, other payments and benefits. Red Hat may

subcontract Services under an Order Form to third parties or Affiliates without the approval of Client; provided, however, that (a) subcontractors agree to protect Client Confidential Information, and (b) Red Hat remains responsible to Client for performance of its obligations hereunder.

- 13.4 Force Majeure.** Neither party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, hurricanes, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.
- 13.5 Non-solicitation.** Client agrees not to solicit or hire any personnel of Red Hat involved with the delivery of Services in connection with any Order Form during the term of and for twelve (12) months after termination or expiration of such Order Form; provided that Client may hire an individual employed by Red Hat who, without other solicitation, responds to advertisements or solicitations aimed at the general public.
- 13.6 Export and Privacy.** Red Hat may supply Client with technical data that is subject to export control restrictions. Red Hat will not be responsible for compliance by Client with applicable export obligations or requirements for this technical data. Client agrees to comply with all applicable export control restrictions. If Client breaches this Section 13.6 or the export provisions of an applicable end user license agreement for the Software, or any provision referencing these sections, Red Hat may terminate this Agreement and/or the applicable Order Form and its obligations thereunder without liability to Client. Client acknowledges and agrees that to provide the Services, it may be necessary for Client Information to be transferred between Red Hat, its Affiliates, Business Partners, and/or subcontractors, which may be located worldwide.
- 13.7 Dispute Resolution.** Each party agrees to give the other a written description of any problem(s) that may arise and to make a good faith effort to amicably resolve any such problem before commencing any proceeding. Notwithstanding the foregoing, either party may take any action reasonably required to protect such party's rights. No claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than one (1) year after the cause of action has accrued.
- 13.8 Headings.** All headings contained in this Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation.
- 13.9 Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement.
- 13.10 Waiver.** The delay or failure of either party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced.
- 13.11 Complete Agreement.** Each Order Form (a) is a separate agreement and is deemed to incorporate this Agreement, unless otherwise expressly provided in that Order Form; (b) constitutes the exclusive terms and conditions with respect to the subject matter of that Order Form, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Client to place orders or otherwise effect transactions under this Agreement; and (c) represents the final, complete and exclusive statement of the agreement between the parties with respect thereto, notwithstanding any prior written agreements or prior and contemporaneous oral agreements with respect to the subject matter of the Order Form. In the event of any conflict between this Agreement, any Order Form and any end user license agreement for Software, this Agreement will take precedence unless otherwise expressly provided in the Order Form. Notwithstanding any provision to the contrary in this Agreement, any applicable end user license agreement will be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. Any claim relating to the provision of the Services by Red Hat, its Affiliates or their respective personnel will be made against Red Hat alone.
- 13.12 Amendment.** Neither this Agreement nor any Order Form may be amended or modified except in a writing signed by the parties, which writing makes specific reference to this Agreement or the applicable Order Form.
- 13.13 Counterparts and Facsimile Signature.** In the event this Agreement is executed with signatures, this Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by facsimile and such signatures will be effective to bind the parties to all the terms contained in this Agreement.
- 13.14 United States Government End Users.** The Software and its documentation are "Commercial items," "Commercial computer software" and "Computer software documentation" as defined by the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS"). Pursuant to FAR 12.211, FAR 12.212, DFARS, 227.7202-1 through 227.7202-4, and their successors, the U.S. Government acquires the Software and its documentation subject to the terms of this Agreement.

14. Waiver of Jury Trial

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

Each of the parties has executed this Agreement by its duly authorized representatives as of the Effective Date.

Client

Red Hat, Inc.

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

In order for Red Hat to process this Agreement, please sign and return this Agreement to Red Hat as follows:

Facsimile: 919-754-3729
Address: 1801 Varsity Drive
Raleigh, NC 27606
Attention: Contracts Administrator

To Client: please provide contact information for exchange of countersigned documents below:

Facsimile: _____

Address: _____

Attention: _____

Appendix 1 Subscription Services

This Appendix describes Subscription Services for the Red Hat subscription offerings, including software product offerings (“**Software Subscriptions**”), support services (“**Support Subscriptions**”), and Software delivery and management mechanisms (“**Management Subscriptions**”). Capitalized terms used in this Appendix without definition have the meaning defined in the Agreement. In the event of a conflict, inconsistency or difference between this Appendix 1 and an Exhibit to this Appendix 1, the terms of the Exhibit control.

1. Subscription Services

This Appendix describes Subscription Services available from Red Hat. Red Hat will provide only those Subscription Services purchased by Client, and Red Hat will license only the Software that corresponds with the purchased Subscription Services. The Subscription Services may be used only by and for the benefit of Client (including through its authorized Affiliates, contractors and agents) and only for the Units for which Client has purchased Subscription Services. Any unauthorized use of the Subscription Services is a material breach of the Agreement. Client must purchase Subscription Services for each Unit.

1.1 Software Subscriptions

Table 1.1 lists Software Subscriptions offered by Red Hat, the Unit by which each Software Subscription is measured, the applicable end user license agreement, and the applicable Exhibit that describes further the scope of each Software Subscription. A Software Subscription entitles Client to receive access to (a) the applicable Software via a Red Hat management portal, (b) updates, upgrades, corrections and bug fixes to the applicable Software, when and if available, via a Red Hat management portal (collectively, “**Software Maintenance**”), and (c) the applicable level of Production Support described in Section 2 below. Client agrees to comply with the end user license agreement(s) set forth in Table 1.1 and terms set forth on the Exhibit(s) applicable to Software Subscription(s) purchased by Client.

Table 1.1

Software Subscription	End User License Agreement	Unit by which each Software Subscription is measured	Applicable Exhibit
Red Hat Enterprise Linux Red Hat Desktop Red Hat Advanced Platform Red Hat Global File System Red Hat Cluster Suite	www.redhat.com/licenses/rhel_rha_eula.html	System. A “ System ” means a system on which Client installs or executes all or a portion of the applicable Software, which may be, without limitation, a server, work station, virtual machine, blade, node, partition, or engine, as applicable.	1.A
Red Hat Application Stack	www.redhat.com/licenses/rhel_rha_eula.html and www.redhat.com/licenses/jboss_eula.html	System. A “ System ” means a system on which Client installs or executes all or a portion of the applicable Software, which may be, without limitation, a server, work station, virtual machine, blade, node, partition, or engine, as applicable.	1.A
JBoss Enterprise Middleware	www.redhat.com/licenses/jboss_eula.html	CPU Band. A “ CPU Band ” is a group of CPUs (e.g., 4 or 32). “ CPU ” means a socket that contains a central processing unit or other integrated circuit that executes the instructions provided by the Software.	1.B
Red Hat Directory Server	www.redhat.com/licenses/rhds_rhcs_eula.html	System. A “ System ” means a system on which Client installs or executes all or a portion of the applicable Software, which may be, without limitation, a server, work station, virtual machine, blade, node, partition, or engine, as applicable.	1.C
Red Hat Certificate System	www.redhat.com/licenses/rhds_rhcs_eula.html	Digital Certificate. A “ Digital Certificate ” is an electronic file which incorporates a digital signature to bind together a public key with identity information such as a name, address or organization.	1.C
RHX 1	Applicable 3rd party license as set forth at: http://rhx.redhat.com/rhx/support/article/DOC-1310	Units for each of the RHX Applications are defined at: http://rhx.redhat.com/rhx/support/article/DOC-1310	1.D

2 S

1.2 Support Subscriptions

Table 1.2 lists Support Subscriptions offered by Red Hat, the Unit by which each Support Subscription is measured and the applicable Exhibit that describes further the scope of each Support Subscription. A Support Subscription entitles Client to receive the defined set of Services set forth in the applicable Exhibit (per Table 1.2.). Client agrees to comply with the terms set forth on the Exhibit(s) applicable to Support Subscription(s) purchased by Client.

Table 1.2

Support Service Subscription	Unit by which each Support Subscription is measured	Applicable Exhibit
Red Hat Developer Professional Red Hat Developer Enterprise	Contact. A " Contact " means a Client employee who is authorized to contact Red Hat to request support services.	1.E
Technical Account Management	Point of Contact. A " Point of Contact " means a Red Hat associate who Client is authorized to contact to request Production Support services.	1.F

1.3 Management Subscriptions

Table 1.3 lists Management Subscriptions offered by Red Hat, the Unit by which each Management Subscription is measured and the applicable Exhibit that describes further the scope of each Management Subscription. A Management Subscription entitles Client to receive the defined set of Services set forth in the applicable Exhibit (per Table 1.3) and the applicable level of Production Support described in Section 2 below. Client agrees to comply with the terms set forth on the Exhibit(s) applicable to Management Subscription(s) purchased by Client.

Table 1.3

Management Service Subscription	Unit by which each Management Subscription is measured	Applicable Exhibit
Red Hat Network Satellite Server	Server. A " Server " means a system on which Client installs or executes all or a portion of the Satellite software.	1.G
Red Hat Network Proxy Server	Server. A " Server " means a system on which Client installs or executes all or a portion of the Proxy software.	1.G
Red Hat Network Management Module	Module. A Module is an entitlement to manage one System.	1. G
Red Hat Network Provisioning Module	Module. A Module is an entitlement to provision one System.	1. G
Red Hat Network Monitoring Module	Module. A Module is an entitlement to monitor one System.	1. G
JBoss ON JBoss ON Monitoring	CPU Band. A " CPU Band " is a group of CPUs (e.g., 4 or 32). " CPU " means a socket that contains a central processing unit or other integrated circuit that executes the instructions provided by the Software.	1. G
Command Center	System. A " System " means a system on which Client installs or executes all or a portion of the applicable Software, which may be, without limitation, a server, work station, virtual machine, blade, node, partition, or engine, as applicable. Probe. A " Probe " is a discrete entity (e.g. local URL, remote URL or service check) monitored by Command Center.	1. H

2. Subscription Services Policies

THIS SECTION 2 APPLIES ONLY IF CLIENT HAS PURCHASED SUBSCRIPTION SERVICES WITH PRODUCTION SUPPORT SERVICES PROVIDED BY RED HAT. IF CLIENT HAS PURCHASED SUBSCRIPTION SERVICES WITH SUPPORT SERVICES PROVIDED BY A BUSINESS PARTNER, THIS SECTION DOES NOT APPLY. RED HAT MAY, AT ITS DISCRETION, DECLINE TO PROVIDE SERVICES FOR SOFTWARE THAT HAS BEEN MODIFIED OR CHANGED BY CLIENT, EXCEPT AS EXPRESSLY DIRECTED BY RED HAT IN WRITING.

2.1 GENERAL SUPPORT POLICIES

TO ACCESS AND UTILIZE THE SUBSCRIPTION SERVICES, CLIENT MUST PROVIDE RED HAT WITH SUFFICIENT INFORMATION TO VALIDATE CLIENT'S ENTITLEMENT TO SUBSCRIPTION SERVICES. THE SCOPE OF SUBSCRIPTION SERVICES IS BASED ON THE LEVEL AND TYPE OF SUBSCRIPTION SERVICES PURCHASED BY CLIENT AS DESCRIBED IN AN ORDER FORM. CERTAIN SERVICES ARE PROVIDED ONLY DURING RED HAT'S LOCAL STANDARD BUSINESS HOURS, WHICH ARE SET FORTH IN SECTION 2.3 BELOW. SUPPORT FOR SUBSCRIPTION SERVICES IS LIMITED TO THE HARDWARE AND PLATFORMS LISTED AT [HTTP://HARDWARE.REDHAT.COM](http://hardware.redhat.com) AND IS SUBJECT TO RED HAT'S ERRATA SUPPORT POLICY SET FORTH IN THE APPLICABLE EXHIBIT.

2.2 SUPPORT SCOPE OF COVERAGE

Production Support for Software Subscriptions consists of installation, usage, configuration, diagnosis and bug fixes for the applicable Software. Red Hat does not support modified RPMs, modified source code, code development, system and network design, implementation and development of security rules or policies, software included in the Red Hat Extras, supplementary RHN channel, or preview technologies. Client is responsible for testing Software Maintenance used in Client's production environment.

2.3 Production Support Service Level Guidelines

Red Hat will use commercially reasonable efforts to provide Production Support in accordance with the guidelines set forth in Table 2.3 below. Red Hat's Technical Support telephone numbers and standard business hours ("Standard Business Hours") are located at www.redhat.com/support/policy/sla/production/.

Table 2.3

	Basic	Standard	Premium
Hours of Coverage	Standard Business Hours	Standard Business Hours	Standard Business Hours 24x7 for Severity 1
Support Channel	Web	Web and Phone	Web and Phone
Number of Cases	Unlimited	Unlimited	Unlimited
Software Maintenance	via Red Hat management portal	via Red Hat management portal	via Red Hat management portal
Response Guidelines			
Severity 1: Catastrophic production problem which may severely impact the Client's production systems, or in which Client's production systems are down or not functioning; loss of production data and no procedural work around exists. Severity 1 problems also include security breaches.	2 business days for all issues	1 business hour	1 hour
		4 business hours	4 business hours
1 business day		1 business day	
Severity 2: A problem where the Client's system is functioning but in a severely reduced capacity. The situation is causing significant impact to portions of the Client's business operations and productivity. The system is exposed to potential loss or interruption of service.		2 business days	2 business days
Severity 3: A medium-to-low impact problem which involves partial non-critical functionality loss. One which impairs some operations but allows the Client to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to the Client's operation and issues in which there is an easy circumvention or avoidance by the end user. This includes documentation errors.		2 business days	2 business days
Severity 4: General usage questions, recommendations for future product enhancements or modifications. There is no impact on the quality, performance or functionality of the Software.			

**Exhibit 1.A
Red Hat Enterprise Linux and Related Products**

1. Software Subscriptions

1.1.1 Red Hat Enterprise Linux and Related Software Subscriptions

FOR RED HAT ENTERPRISE LINUX AND RELATED SOFTWARE SUBSCRIPTIONS, TABLE 1.A.1.1 SETS FORTH THE NUMBER OF SUPPORTED SOCKETS PER SYSTEM, THE NUMBER OF SUPPORTED VIRTUALIZED GUEST OPERATING SYSTEMS PER SYSTEM, APPLICABILITY OF STORAGE VIRTUALIZATION AND HIGH AVAILABILITY CAPABILITIES, AND AVAILABLE SUPPORT LEVELS.

Table 1.A.1.1

	Red Hat Enterprise Linux			Red Hat Enterprise Linux Advanced Platform	
Number of supported sockets per System	Up to 2			Unlimited	
Number of virtualized guests supported per System for Red Hat Enterprise Linux version 5 or higher (see Section 1.1.2 below for Red Hat Enterprise Linux version 4 or lower)	Up to 4			Unlimited	
Includes storage virtualization and high availability capabilities (Red Hat Global File System & Cluster Suite)	No			Yes	
Support Levels Available	Basic	Standard	Premium	Standard	Premium

1.1.2 Virtualization Terms. When deploying guest operating systems in a virtualized environment on Red Hat Enterprise Linux, Client is responsible for securing proper license rights for all third party operating systems and virtualization software (other than the Software). When Red Hat Enterprise version 4 or lower is used as a host operating system, Client must purchase a separate Software Subscription for each virtualized guest operating system. Red Hat provides a unique Software Subscription for Red Hat Enterprise Linux versions 3 and 4 with additional entitlements for virtualized guest operating systems.

1.2 Red Hat Application Stack Subscriptions

For Red Hat Application Stack Subscriptions, Table 1.A.1.2 sets forth the number of CPUs supported per System.

Table 1.A.1.2

JBoss Enterprise Infrastructure Products	Number of CPUs Supported
<u>Red Hat Application Stack.</u> Red Hat Application Stack consists of JBoss Application Server, JBoss Hibernate, Red Hat Enterprise Linux, open source databases (MySQL and PostgreSQL) and Apache HTTP Server, and standard programming languages, PHP, and Perl.	Red Hat Application Stack is supported when used on systems with up to 4 CPUs (for Standard and Premium service levels) and up to 2 CPUs (for Basic service level).

1.3 Red Hat Enterprise Linux Desktop

For Red Hat Enterprise Linux Desktop Subscriptions, Table 1.A.1.3 sets forth the various subscription options and associated characteristics per supported System. A Red Hat Enterprise Linux Desktop Software Subscription includes one (1) Red Hat Network Update Module, one (1) Management Module and one (1) Provisioning Module entitlement, each to be use solely with the Red Hat Enterprise Linux Desktop system. Deploying these Red Hat Network Module entitlements on a system other than Red Hat Enterprise Linux Desktop is a material breach of the Agreement.

Table 1.A.1.3

Options	None*	Multi OS	Workstation	Workstation with Multi OS
Maximum CPU processor sockets supported	1	1	2	2
Maximum memory supported	4GB	4GB	Unlimited	Unlimited
Includes virtualization support	No	Yes - up to 4 guests	No	Yes
Includes open source server applications (e.g. Apache, Samba, NFS), supported for use on personal clients for testing and development purposes or to share data with peers.	No	No	Yes	Yes
Includes the Red Hat Enterprise Linux software development stack	No	No	Yes	Yes

*This is the default if no other option is specified.

2. Red Hat Enterprise Linux Production Support Contacts

Client will appoint individual production support contacts up to the number specified below. Red Hat will provide Services to Client solely by communicating with the Client contacts. Client will make commercially reasonable efforts to maintain consistent Client contacts for the term of this Agreement. Client must notify Red Hat of any change in Client contacts in writing. Client will allow five (5) business days for Red Hat to process any changes in Client contacts. Client may not use a Client contact to act as a mere forwarding service for other personnel. Each Client contact must have read and write access to all necessary files, English language communication skills and the relevant technical knowledge necessary to assist Red Hat in performing the Support Services contemplated under this Agreement. The Client contacts may not use Services to benefit any person or entity other than Client.

Table 1.A.2

Number of Active Software Subscriptions	Production Support Contacts
1 to 50	2
51 to 100	4
101 to 250	6
251 to 500	8
501 to 1000	10
1001 and over	12

3. RED HAT ENTERPRISE LINUX ERRATA SUPPORT POLICY

RED HAT WILL PROVIDE SOFTWARE MAINTENANCE, WHEN AND IF AVAILABLE, PURSUANT TO THE RED HAT ENTERPRISE LINUX ERRATA SUPPORT POLICY SET FORTH AT WWW.REDHAT.COM/SECURITY/UPDATES/ERRATA/ AND, FOR THE RED HAT APPLICATION STACK, AT WWW.REDHAT.COM/SECURITY/UPDATES/RHAPPSTACK.

**Exhibit 1.B
JBoss Enterprise Middleware**

1. JBoss Enterprise Middleware Subscriptions

For JBoss Enterprise Middleware subscriptions, Table 1.B.1 sets forth the product overview.

Table 1.B.1

JBoss Enterprise Middleware Subscriptions	Product Overview
JBoss Enterprise Platforms:	
JBoss Enterprise Application Platform:	JBoss Enterprise Application Platform integrates JBoss Application Server, JBoss Clustering, JBoss Hibernate and JBoss Seam into an enterprise solution for Java applications for developing, deploying and managing Java applications.
JBoss Enterprise Portal Platform	JBoss Enterprise Portal Platform is an open source platform for hosting and serving a portal's web interface, aggregating, publishing, managing its content and personalizing users' experience.
JBoss Enterprise Frameworks:	
JBoss Hibernate	JBoss Hibernate is an object/relational persistence and query service intended to facilitate the development of persistent classes.
JBoss jBPM	JBoss jBPM provides workflow capability, business process management (BPM), and process orchestration. JBoss jBPM is designed to run standalone or be embedded within any Java application or programming framework, such as JBoss Seam.
JBoss Rules	JBoss Rules provides an open source and standards based business rules engine and business rules management system (BRMS) for business policy access, change, and management.

2. JBoss Production Support Contacts

Client will designate individual production support contacts up to the number specified in Table 1.B.2 below. Red Hat will provide Services to Client solely by communicating with the Client contacts. Client will make commercially reasonable efforts to maintain consistent Client contacts for the term of this Agreement. Client must notify Red Hat in writing of any change in Client contacts. Client will allow five (5) business days for Red Hat to process any changes in Client contacts. Client may not use a Client contact to act as a mere forwarding service for other personnel. Each Client contact must have read and write access to all necessary files, English language communication skills and the relevant technical knowledge necessary to assist Red Hat in performing the Support Services contemplated under the Agreement. The Client contacts may not use Services to benefit any person or entity other than Client.

Table 1.B.2

Number of CPUs Purchased	Production Support Contacts
1 to 31 CPUs	2
32 to 63 CPUs	10
64 to 127 CPUs	15
128 to 255 CPUs	20
256 to 511 CPUs	25
512 to 1023 CPUs	28
1024 to 1503 CPUs	30
1504 to 2559 CPUs	32
2560 CPUs and over	35

3. JBoss ERRATA SUPPORT POLICY

Red Hat will provide Software Maintenance, when and if available, pursuant to the JBoss Product Update and Support

Policy set forth at: https://www.redhat.com/security/updates/jboss_notes/.

Exhibit 1.C Red Hat Directory Server and Certificate System

1. Supported Platform and System Requirements

For Red Hat Directory Server and Certificate System subscriptions, Table 1.C.1 sets forth the supported platforms and system requirements.

Table 1.C.1

Hardware	Architecture	Operating System
Sun	SPARC	Solaris 9, 64 bit version
Intel	Pentium	Certificate System: Red Hat Enterprise Linux Versions 4 - 32 and 64 bit versions Directory Server: Red Hat Enterprise Linux Versions 4 - 32 bit version
Memory Requirement: 256 MB minimum		
Disk Space: 200 MB minimum		
Directory Server and Certificate System are not supported when installed on Red Hat Desktop.		

2. DIRECTORY SERVER AND CERTIFICATE SYSTEM ERRATA SUPPORT POLICY

RED HAT WILL PROVIDE SOFTWARE MAINTENANCE, WHEN AND IF AVAILABLE, PURSUANT TO THE DIRECTORY SERVER AND CERTIFICATE SYSTEM ERRATA SUPPORT POLICY SET FORTH AT WWW.REDHAT.COM/SECURITY/UPDATES/DIRECTORY/ AND WWW.REDHAT.COM/SECURITY/UPDATES/CERTIFICATE/ RESPECTIVELY.

Exhibit 1.D Red Hat Exchange Subscription Services

This Exhibit describes the Subscription Services and Software license terms applicable to Red Hat Exchange ("RHX") Applications.

1. **RHX APPLICATION SUBSCRIPTIONS**

THROUGH RHX, CLIENTS MAY PURCHASE SUBSCRIPTIONS TO SOFTWARE APPLICATIONS DEVELOPED BY RED HAT SOFTWARE PARTNERS ("RHX APPLICATIONS") WHICH MAY ALSO BE ACCOMPANIED BY SOFTWARE. RHX APPLICATIONS ARE NOT SOFTWARE AS THAT TERM IS DEFINED IN THE AGREEMENT. WITH RESPECT TO RHX APPLICATIONS, FOR EACH UNIT, CLIENT WILL RECEIVE ACCESS TO (A) THE APPLICABLE RHX APPLICATIONS VIA A RED HAT MANAGEMENT PORTAL, (B) THE APPLICABLE RHX APPLICATIONS UPDATES AND UPGRADES, WHEN AND IF AVAILABLE, VIA A RED HAT MANAGEMENT PORTAL, AND (C) THE LEVEL OF PRODUCTION SUPPORT SERVICES DEFINED AT WWW.RHX.REDHAT.COM/SUPPORTPOLICY.JSPA.

2. **RHX APPLICATION LICENSES**

THE RHX APPLICATIONS ARE LICENSED TO CLIENT BY THE RESPECTIVE INDEPENDENT SOFTWARE VENDOR, AS FURTHER PROVIDED AT [HTTP://RHX.REDHAT.COM/RHX/SUPPORT/ARTICLE/DOC-1310](http://RHX.REDHAT.COM/RHX/SUPPORT/ARTICLE/DOC-1310).

3. **RHX APPLICATION SUPPORT POLICIES**

The support policies for RHX Subscriptions are defined at rhx.redhat.com/supportpolicy.jspa. Support for RHX Subscription

ATT C - REPORT OF SALES FORMAT

ATT C - Report of Sales Format

Attachment C

REPORT OF SALES FORMAT

(See Attachment in Microsoft Excel format to be used by vendor when submitting reports as outlined in the BPA)



D:\Att C.doc.xls

ATT D - FEES & PAYMENTS

ATT D - Fees & Payments

Attachment D

FEES AND PAYMENTS

The vendor shall be responsible for the payment of all fees to be included in the product pricing (i.e., GSA, ACT) as calculated on the customer orders, in accordance with the document provided below.

1. GSA Industrial Funding Fee. The BPA unit prices include a markup to account for the GSA fee. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.

2. Acquisition, Contracting, and Technical (ACT) Fee. The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. Remittance of the ACT fee shall be made on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Software Product Manager (SPM) and is due thirty (30) days following approval of the report for the completed reporting period. Negative reports are required. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

3. Fee Distribution. The Army, Air Force, DLA, DISA and Navy are participating in a fee-sharing program. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Army, Air Force, DLA, Navy DISA, or DoD as appropriate. Fee checks shall not be issued until written approval is received for the Report of Sales.

3.1 ALL SALES:

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. In other words, any Air Force orders against an ESI agreement managed by the DISA results in one half (or 1%) of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). DISA will retain the entire 2% fee under orders issued for DISA activities or those activities that do not collect a fee under the ESI agreements managed by DISA. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the FMO shall be calculated at 1% for Army sales, 1% for Air Force sales, 1% for DLA sales, 1% for Navy sales and 2% for all other sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashiers check made payable to “Treasurer of the United States” noted with the following information:

BPA [HC1028-09-A-2003](#)

DoD [DLT Solutions, Inc. / Red Hat, Inc.](#) Enterprise Software Agreement
Quarterly ACT Fee

****Checks must be accompanied by a transmittal letter (See Attachment G) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

DFAS-CO
Finance and Accounting Office
Att: Derek Ryder
3990 East Broad St., Bldg. 21
Columbus, Ohio 43213

Provide copies of this letter and check electronically to: jonnice.medley@disa.mil

3.2 NAVY SALES

The amount of ACT Fee due Navy shall be calculated at 1% of all Navy sales.

The contractor shall remit ACT Fee to the Financial Management Office (FMO) by corporate or cashier’s check made payable to “Treasurer of the United States”. No transmittal letter is required with submission of Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment:

BPA *HC1028-09-A-2003*

DoD *DLT Solutions, Inc. / Red Hat, Inc.* Enterprise Software Agreement ACT Fee

If using overnight or express mail, send check to:

SPAWARSYSCEN ATLANTIC

Attn: Elizabeth Vonasek

Norfolk Office

Code 5455, Bldg. V53

9456 Fourth Avenue

Norfolk, VA 23511-2130

If using regular mail, send check to:

SPAWARSYSCEN ATLANTIC

Attn: Elizabeth Vonasek

Norfolk Office

Code 5455, Bldg V53

P.O. Box 1376

Norfolk, VA 23501-1376

Email a copy of the FMO check to the SPM: sandra.sirbu@navy.mil

3.3 ARMY SALES:

The amount of ACT Fee due the Program Executive Office (PEO) Enterprise Information Systems (EIS) shall be calculated at 1% of all Army sales.

The contractor shall remit ACT Fee to PEO EIS by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA *HC1028-09-A-2003*

SCP Fee Reimbursement

***Checks must be accompanied by a transmittal letter (format to be provided) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

Project Director, Computer Hardware, Enterprise Software and Solutions (PD CHESS)

PEO Enterprise Information Systems

SFAE-PS-SCP (Attn: Margaret Kirsch)

Squier Hall, Bldg. 283

Fort Monmouth, NJ 07703

Email a copy of the check and letter to: MONM-EISASCPVndrRpts@Conus.army.mil

3.4 AIR FORCE SALES: See Attachment E

The amount of ACT Fee due DFAS Denver shall be calculated at 1% of all Air Force sales.

The contractor shall remit ACT Fee to DFAS Denver by corporate or cashier's check made payable to "3801-LI" notated with the following information:

BPA *HC1028-09-A-2003*

ESI-SW Fee Sharing

***Checks must be accompanied by a transmittal letter (See Attachment E) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

Disbursing Operations Directorate

For: 3801-Limestone Field Site

8899 E. 56th Street

Indianapolis, IN 46249-9339

Email a copy of the check & letter to the following email address:

kabfinance@gunter.af.mil

Please include with the above documents the Customer Usage Check Report (CCR) and Delivery Order Status Report (DOSR) or the Report of Sales (per BPA requirements).

Subject Line Format of e-mail should be as follows:

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

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

Point of Contact regarding any questions: Ricky Blackmon by phone 334-416-2888 or Email at: Ricky.blackmon@gunter.af.mil.

Mail is also an alternative means of submitting copies. Please forward a copy to the address below:

HQ 754 ELSG/ESQ
Attention: Ricky Blackmon
490 East Moore Drive, Bldg 892
MAFB-Gunter Annex, AL 36114-3014

3.5 DLA SALES

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

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of DLA fee checks.

Checks must include the following information to ensure proper crediting of the payment:

BPA *HC1028-09-A-2003*
DoD *DLT Solutions, Inc. / Red Hat, Inc.*
Enterprise Software Agreement
Quarterly ACT Fee

Send check to:

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 send via email to:

Email: Susan.Lizzi@dla.mil

ATT E - AF SALES TRANSMITTAL

ATT E - AF Sales Transmittal

Attachment E

AIR FORCE SALES TRANSMITTAL FORMAT

(The contractor shall use the Air Force Transmittal Letter Format below applicable for Air Force Sales.)

(COMPANY NAME BLOCK)

(DATE BLOCK)

MEMORANDUM FOR DEFENSE FINANCE and ACCOUNTING SERVICE

Disbursing Operations Directorate
 FOR: 3801-Limestone Field Site
 8899 E 56th Street
 Indianapolis, IN 46249-9339

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

SUBJECT: Collection of Checks for **ESI SW** – FY09
 (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:
[5793400 309 47MZ 4G4ZKW 040000 592RR 72806F 667100 F67100 SC: 97 CSN: 007999](#)
[FSR: F022320 PSR: P037714 DSR: 650961](#)
[MORD: F2XTKB8275M004](#)

NOTE: Please do not alter any of the information above.

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

[Signature Block]

1 Atch: Check # -----

Additional Requirements are as Follows:

1. Make checks payable to: 3801-LI
2. Send both the check and this transmittal letter to above address.
3. Email both:
 - A copy of check and transmittal letter to:kabfinance@gunter.af.mil.
 - Please include with the above documents the CCR and DOSR or Sales Rpt (per BPA requirements).
 - Subject Line Format of e-mail should be as follows:
 Contract Number with hyphens, CCR or DOSR Month Year, Contract Name, and Contractor Name
[Example: FA0000-00-A-0000, CCR June 2009, ESI SW, Vendor, Inc.]
4. Point of Contact regarding any questions: Ricky Blackmon by phone: 334-416-2888 or Email at:
ricky.blackmon@gunter.af.mil
5. Mail is also an alternative means of submitting copies. Please forward a copy to the address below:
 HQ 754 ELSG/ESQ
 ATTENTION: Ricky Blackmon
 490 East Moore Drive, Bldg 892
 MAFB-Gunter Annex, AL 36114-3014

ATT F - COMMON SECURITY CONFIG

Attachment F

COMMON SECURITY CONFIGURATION CERTIFICATE

NOTE: Below is the Common Security Configuration Certification Template Format which DLT Solutions, Inc. has determined is not applicable to BPA HC1028-09-A-2003.

(DATE)

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

SUBJECT: **Common Security Configurations Certification**

(Enter Authorized Publisher/Vendor Representative Name) certifies that the Red Hat Product names and version numbers provided in Attachment A are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html, and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use an installer service for installation to the default "program files" directory and should be able to silently install and uninstall. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

The successful tests for self- certification included:

- Configuration of the system with the latest FDCC settings from the NIST website
- Use of a SCAP-validated tool with FDCC Scanner capability to baseline the initial configuration
- Product installation and successful testing of common use cases (per normal processes)
- Use of a SCAP-validated tool with FDCC Scanner capability to ensure the FDCC settings and patches are intact
- Application uninstall, reboot then successful scan of the system using a SCAP-validated tool with FDCC Scanner capability to ensure proper FDCC settings and patches are still present

SCAP (XCCDF) Report(s) confirming that the software does not alter the FDCC environment is/are provided as an attachment.

 Authorized Publisher/Vendor Representative Printed Name and Signature

 Date

ATT G - DISA SALES TRANSMITTAL

ATT G - DISA Sales Transmittal Format

Attachment G

DISA SALES TRANSMITTAL FORMAT

LETTER OF TRANSMITTAL FOR DISA FEE PAYMENTS

MEMORANDUM FOR DFAS-CO
Finance and Accounting Office
Attn: Derek Ryder
3990 East Broad St., Bldg. 21
Columbus, Ohio 43213

From: Company Name
Street Address
City, State, Zip Code
POC: (Name, Phone Number & Email address)

SUBJECT: Collection of Checks for (Company Name)
(BPA/Contract Number)
(Quarter/FY)

1. Collection of the check will include the following:
 - a. Please make check payable to **Treasurer of the United States**
 - b. Mail original check to address above
 - c. Checks must be accompanied by this transmittal letter.
2. To ensure proper crediting of the payment, DISA shall use the following accounting data.
 - **LOA: 9790100.4300 P948ZZDZ0 CI 2531 DCIMO96608 S12137**
3. Direct questions to Jonnice Medley, 703-681-2091
4. Provide copies of this letter and check to: jonnice.medley@disa.mil.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DLT Red Hat Software Support & Services FFP Blanket Purchase Agreement (BPA) HC1028-09-A-2003, DoD Enterprise Software Agreement (ESA), DLT/Red Hat Software and Services, GSA Schedule GS-35F-4543G. BPA period of performance: 18 FEB 2009 through 17 FEB 2014. BPA dollar ceiling: \$18,000,000.00. The quantity of 500,000 was input for the purpose of the automated contract preparation system, Procurement Desktop - Defense (PD2). See Attachment A for the Schedule of Supplies and Services with detailed CLINs/SLINs, Quantities and Unit Prices. FOB: Destination	500,000	Unit		\$0.00
NET AMT					\$0.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 18-FEB-2009 TO 17-FEB-2014	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
52.219-28	Post-Award Small Business Program Rerepresentation	JUN 2007
52.227-19	Commercial Computer Software License	DEC 2007

52.232-6	Payment Under Communication Service Contracts with Common Carriers	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.201-9200 CONTRACTING AND ADMINISTRATIVE AUTHORITY (G500 Previously)

(JUN 1996)

a. The contract will be administered by the Defense Information Technology Contracting Organization (DITCO). The Contracting Officer (CO) at DITCO/PL8321, 2300 East Drive, Scott AFB, IL 62225 is the only person authorized to approve changes or modify any of the requirements contained elsewhere in this contract; the said authority remains solely in the CO. In the event the contractor effects any such change at the direction of any other person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract costs to cover any increase incurred as a result thereof.

b. The contractor shall submit requests for modifications of this contract to the CO with a copy of the request to the CO's representative as designated in the CO's representative appointment letter.

c. Contractual problems, of any nature, that may arise during the life of this contract must be handled in conformance with very specific public laws and regulations (i.e., Federal Acquisition Regulation). Only the CO is authorized to formally resolve such problems. Therefore, the contractor is hereby directed to bring all such contractual problems to the immediate attention of the CO.

d. Request for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted to the CO.
(end of clause)

52.204-9000 Points of Contact (AUG 2005)

Contracting Officer

Name: MARY ANN HALL
Organization/Office Symbol: PL8321
Phone No.: 618-229-9580 FAX: 618-229-9177
E-Mail Address: MaryAnn.Hall@disa.mil

Contract Specialist

Name: Lauren O'Neill
Organization/Office Symbol: PL8321
Phone No.: 618-229-9403
E-Mail Address: Lauren.oneill@disa.mil

Customer/COR/TM Point of Contact

Name: Jonnice Medley
Organization/Office Symbol: DISA/CIO, Portfolio Management Branch, SI53
Phone No.: 703-681-2878
E-Mail Address: jonnice.medley@disa.mil

Contractor Point of Contact

Contractor Legal Business Name: DLT SOLUTIONS, INC.
DUNS: 786468199
CAGE CODE: 0SOH9
Contractor POC: Christine Saah
E-Mail Address: christine.saah@dlt.com
Phone Number: 703-708-9144
Fax Number: 866-708-6842 / 703-708-6842

NOTE: Points of Contact for the above categories shall be specified with each BPA call order.

(End of clause)

52.204-9001 Contract/Order Closeout—Fixed-Price, Time-and-Materials, or Labor-Hours (Jan 2007)

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and close this contract/order.

If this contract/order contains option periods, the Contractor is required to submit an invoice within ninety (90) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for deobligation of excess funds that were obligated in those respective periods of performance.

(End of clause)

52.209-9000 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCCI) (DEC 2005)

(a) An offeror shall identify in its proposal, quote, bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an offeror identifies in its proposal, quote, bid or any resulting contract, a potential or actual conflict of interests the offeror shall submit an Organizational and Consultant Conflicts of Interest Plan (OCCIP) to the contracting officer. The OCCIP shall describe how the offeror addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.

(b) Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:

- (1) Providing systems engineering and technical direction.
- (2) Preparing specifications or work statements and/or objectives.
- (3) Providing evaluation services.
- (4) Obtaining access to proprietary information.

(c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law.

(End of clause)

**52.211-9200 PERIOD OF CONTRACT
(F500 Previously)****(JUN 1996)**

A BPA contract awarded as a result of an offer submitted in response to this solicitation shall be effective from date of contract award and shall continue for a period of 5 year(s), unless sooner terminated under the terms of this contract.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government award of a BPA Contract HC1028-09-A-2003 is issued with Firm Fixed Prices, and any future BPA calls will be awarded as Firm Fixed Price Contracts.

(End of provision)

**52.216-9201 PRICE GUARANTEE
(H514 Previously)****(JUN 1996)**

a. The prices contained in this contract shall apply from date of contract award through a period ending 60 months from the date of contract award. This clause shall apply to an additional 6 months if the contract is extended in accordance with FAR Clause 52.217-8.

b. BPA pricing shall be set forth as Attachment A - Product and Price List. In the event the GSA Schedule contract is renewed during the life of this BPA contract, the pricing on the BPA is subject to downward adjustment. In no event shall the delivery order pricing be based upon pricing that is higher than the pricing on the underlying GSA Schedule.

c. The contractor warrants that during the contract life, the prices set forth herein shall not exceed the Contractor's GSA Schedule or Commercial Price List (including applicable commercial discounts). If at anytime this should occur, the contractor shall immediately notify the Contracting Officer and offer the lower prices for incorporation into this contract, and into call orders based on this BPA Contract.
(end of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

52.232-9000 WIDE AREA WORKFLOW-RECEIPT AND ACCEPTANCE (WAWF-RA) (MAR 2006)

(a) As prescribed in DFARS clause 252.232-7003 Electronic Submission of Payment Requests (Jan 2004), Contractors must submit payment requests in electronic form. Paper copies will no longer be accepted or processed for payment unless the conditions of DFARS clause 252.232-7003(c) apply. To facilitate this electronic submission, the Defense Information Systems Agency (DISA) has implemented the DoD sanctioned Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) for contractors to submit electronic payment requests and

receiving reports. The contractor shall submit electronic payment requests and receiving reports via WAWF-RA. For payment problems related to WAWF-RA, the contractor should contact the Acceptor identified.

(b) Definitions:

Acceptor: Contracting Officer's Representative, Task Monitor, or other government acceptance official as identified in the contract/order.

Local Processing Office (LPO): Government office responsible for certifying invoices.

Pay Official: Defense Finance and Accounting Service (DFAS) payment office identified in the contract/order.

SHIP To/Service Acceptor DoDAAC: Acceptor DoDAAC or DCMA DoDAAC (as specified in the contract/order).

LPO DoDAAC: Certifying Office DoDAAC (only required when the Payment Office is DFAS Pensacola and the LPO DoDAAC field is marked as mandatory in WAWF-RA).

DCAA Auditor DoDAAC: Used when DCAA invoice approval is required by the contract/order and the field is marked as mandatory in WAWF-RA. (Click the DCAA Audit Office Locator Link in WAWF-RA and enter zip code of your CAGE code address).

(c) WAWF-RA Contractor Input Information - **** IMPORTANT! ****

The contractor shall use the following information in creating electronic payment requests in WAWF-RA:

To create electronic payment requests and receiving reports, go to the following WAWF-RA production website at <https://wawf.eb.mil>.

Invoice Type in WAWF-RA:

If billing for Materials Only, select "Combo"

If billing for Materials and Service, select "Combo"

If billing for Services Only, select "2-n-1 (Services Only)"

If billing for Cost Type/Reimbursable Contracts, select "Cost Voucher"

(**Cost Vouchers are only used when contracts/orders require invoices be sent to DCAA for approval.**)

Acceptor:

(Contracting Officer/Specialist must insert the following information)

Ship To/Service Acceptor DoDAAC: TBD/provided with delivery/call orders
Name:

Phone Number:

E-Mail:

Pay Official:

Pay DoDAAC: TBD/provided with delivery/call orders *(Contracting Officer/Specialist must insert Pay Official DoDAAC. Pay official DODAAC must match Payment Office information on the front of the solicitation/contract/order)*

For payment processing questions, contact the following DFAS office as specified in the contract/order:

Columbus Center -- 1-800-756-4571

E-Mail Notifications:

To facilitate payment processing, the contractor shall send an additional e-mail notification to the Acceptor by clicking on the "Send More Email Notifications" link after submitting a document in WAWF.

(d) Points of Contact:

Reference clause 52.204-9000, Points of Contact, for Contracting Officer, Contract Specialist, Customer/COR/TM and Contractor Points of Contact information.

(e) Information:

Additional DISA WAWF guidance and information for both contractor and government personnel is available at <http://www.ditco.disa.mil/hq/WAWF/>.

(end of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Maryann.hall@disa.mil.

Defense Information Systems Agency (DISA)
Defense Information Technology Contracting Organization (DITCO)
Att: Mary Ann Hall / PL8321
Reference: HC1028-09-T-2008
2300 East Drive
Scott AFB, IL 62225-5406

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) Paragraphs (a) and (b) contact and protest filing information above relate to the award of the BPA HC1028-09-A-2003 in accordance with (IAW) the terms and conditions to this BPA. Any disputes or protests against any delivery calls placed by an Authorized User [see Paragraph B(1) of the BPA terms and conditions for authorized users] against this BPA should be directed to the contracting officer of the delivery call.

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

**252.243-9200 TECHNICAL ENHANCEMENTS
(H511 Previously)**

(JUN 1996)

a. After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, improvements to the services, features, or other requirements of the contract. These improvements may be proposed to save money, to improve performance, or for any other purpose which presents a service advantage to the Government. As part of the proposed changes, the contractor shall submit a price proposal to the Contracting Officer for evaluation. Those proposed service improvements that are acceptable to the Government will be processed as modifications to the contract.

b. As a minimum, the following information shall be submitted by the contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.

(2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.

(3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal.

(4) An evaluation of the effects that the proposed changes would have on collateral costs to the Government, such as government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including government premise equipment).

(5) A statement of the time by which the contract modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract including supporting rationale.

(6) Any effect on the contract completion time or delivery schedule shall be identified.

c. The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

d. The CO may accept any proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice will be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the contractor shall remain obligated to perform in accordance with the requirements, terms, and conditions of the existing contract.

e. If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the procedures of FAR 52.243-1, Changes, contained in this contract. The resulting contract modification will state that it is made pursuant to this clause.

NOTE: If any proposal submitted under this paragraph may qualify as a Value Engineering Change Proposal in accordance with FAR 52.248-1 contained in this contract, the contractor shall submit the proposal as a VECP.