



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
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The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 196116

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0511

Vendor ID: 000000181088

SO Doc ID: HHR1600000006

Legal Name: ROLTA ADVIZEX TECHNOLOGIES LLC

Published Date: 3/31/16

Alias/DBA:

Close Date: 4/14/16

Total Bid: \$1,665,586.72

Close Time: 13:30

Response Date: 04/13/2016

Status: Closed

Response Time: 20:02

Solicitation Description: Oracle or Equal Software Licenses, Maintenance & Support

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 196116

Solicitation Description : Oracle or Equal Software Licenses, Maintenance & Support

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation No	Version
	2016-04-14 13:30:00	SR 0511 ESR04131600000004920	1

VENDOR

000000181088

ROLTA ADVIZEX TECHNOLOGIES LLC

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Software License Item #L59008, Oracle WebLogic Suite-Process	19.00000	EA	\$21,600.010000	\$410,400.19

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License, Item #L59008, Oracle WebLogic Suite - Processor Perpetual or equal (Section 4.1.1)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Software License Item #L59000, Oracle WebLogic Suite - Named	70.00000	EA	\$432.000000	\$30,240.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License #L59000, Oracle WebLogic Suite - Named user plus Perpetual or equal (4.1.2)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Software License Item #L88626, Oracle WebLogic Server Mgmt.	18.00000	EA	\$5,760.010000	\$103,680.18

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License Item #L88626, Oracle WebLogic Server Management Pack Enterprise Edition - Processor Perpetual or equal (4.1.3)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Software License Item #L88632, Oracle WebLogic Server Mgmt.	20.00000	EA	\$115.210000	\$2,304.20

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License #L88632 Oracle WebLogic Server Management Pack Enterprise Edition - Named user plus Perpetual or equal (4 1.4)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Software License Item #L88612, Oracle SOA Mgmt. Pack	6.00000	EA	\$12,000.000000	\$72,000.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License #L88612, Oracle SOA Management Pack Enterprise Edition - Processor Perpetual or equal (4.1.5)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Software License Item #L17426, Oracle SOA Suite - Middleware	4.00000	EA	\$27,600.010000	\$110,400.04

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License Item #L17426, Oracle SOA Suite for Oracle Middleware - Processor Perpetual or equal (4.1.6)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Software License Item #L88618, Oracle SOA Mgmt. Pk Enterpris	20.00000	EA	\$240.000000	\$4,800.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License, Item #L88618, Oracle SOA Management Pack Enterprise Edition - Named User Plus Perpetual or equal (4.1.7)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Software License Item #L17434, Oracle SOA Suite for Middlewa	20.00000	EA	\$576.010000	\$11,520.20

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License #L17434, Oracle SOA Suite for Oracle Middleware - Named User Plus Perpetual or equal (4.1.8)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Software License Item #A90611, Oracle Database Enterprise	30.00000	EA	\$22,800.010000	\$684,000.30

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License #A90611, Oracle Database Enterprise Edition - Processor Perpetual or equal (4.1.9)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Software License Item #L10001, Oracle Database Enterprise	45.00000	EA	\$456.000000	\$20,520.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License #L10001, Oracle Database Enterprise Edition - Named User Perpetual or equal(4.1.10)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Software License Item #L103399, Oracle Database Standard Ed.	2.00000	EA	\$8,400.000000	\$16,800.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License Item #L103399, Oracle Database Standard Edition - Processor Perpetual or equal (4.1.11)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Software License Item #A90649, Oracle Diagnostics Pack	11.00000	EA	\$3,600.000000	\$39,600.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License Item #A90649, Oracle Diagnostics Pack - Processor Perpetual or equal (4.1.12)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Software License Item #A90650, Oracle Tuning Pack	11.00000	EA	\$2,400.000000	\$26,400.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License Item #A90650, Oracle Tuning Pack - Processor Perpetual or equal (4.1.13)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Software License Item #A93057, Oracle Database Life Cycle	4.00000	EA	\$5,760.010000	\$23,040.04

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License Item #A93057, Oracle Database Life Cycle Management - Processor Perpetual or equal (4.1.14)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Software License Item #L10021, Oracle Internet Developer Su	2.00000	EA	\$2,784.000000	\$5,568.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License Item #L10021, Oracle Internet Developer Suite, Names User Perpetual or equal 4.1.15

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Software License Item #L47232, Oracle Advanced Compression	6.00000	EA	\$5,520.010000	\$33,120.06

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License Item #L47232 Oracle Advanced Compressions - Processor Perpetual or equal 4.1.16

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Software License Item #A90622 Oracle Advanced Security (ASO)	6.00000	EA	\$7,200.000000	\$43,200.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Software License Item #A90622, Oracle Advanced Security (ASO) Processor Perpetual or equal 4.1.17

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Software Maintenance & Support for Item #L59008				\$4,751.98

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for Nineteen (19) Item #L59008, Oracle WebLogic suite-Processor Perpetual or equal 4.1.18.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Software Maintenance & Support for item #L59000				\$95.02

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for seventy (70) #L59000, Oracle WebLogic Suite - Named User Plus Perpetual or equal (4.1.18.2)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Software Maintenance & Support for item #L88626				\$1,267.22

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for eighteen (18) item #L88626, Oracle WebLogic Server Management Pack Enterprise Edition - Processor Perpetual or equal (4.1.18.3)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Software Maintenance & Support for Item #L88632				\$25.36

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for twenty (20) Item #L88632, Oracle WebLogic Server Management Pack Enterprise Edition - Named User Plus Perpetual or equal (4.1.18.4)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Software Maintenance & Support for Item #L88612				\$2,640.01

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for six (6) Item #L88612, Oracle SOA Management Pack Enterprise Edition - Processor Perpetual or equal (4.1.18.5)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Software Maintenance & Support for Item #L17426				\$6,072.01

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for four (4) Item #L17426, Oracle SOA Suite for Oracle Middleware - Processor Perpetual or equal (4.1.18.6)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Software Maintenance & Support for Item #L88618				\$52.81

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for Twenty (20) Item #L88618, Oracle SOA Management Pack Enterprise Edition - Named User Plus Perpetual or equal (4.1.18.7)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Software Maintenance & Support for item #L17434				\$126.71

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for Twenty (20) Item #L17434, Oracle SOA Suite for Oracle Middleware - Named User Plus Perpetual or equal (4.1.18.8)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Software Maintenance & Support for Item #A90611				\$5,016.01

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for Thirty (30) item #A90611, Oracle Database Enterprise Edition - Processor Perpetual or equal (4.1.18.9)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Software Maintenance & Support for Item #L10001				\$100.32

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for forty-five (45) Item #L10001, Oracle Database Enterprise Edition-Named User Perpetual or equal (4.1.18.10)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Software Maintenance & Support for Item #L103399				\$1,847.99

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for Two (2) Item #L103399, Oracle Database Standard Edition-Processor Perpetual or equal (4.1.18.11)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	Software Maintenance & Support for Item #A90649				\$791.98

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for Eleven (11) Item #A90649, Oracle Diagnostics Pack-Processor Perpetual or equal (4.1.18.12)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	Software Maintenance & Support for Item #A90650				\$528.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance & Support for Eleven (11) Item #A90650, Oracle Tuning Pack- Processor Perpetual or equal (4.1.18.13)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	Software Maintenance & Support for Item #A93057				\$1,267.22

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for Four (4) Item #A93057, Oracle Database Life Cycle Management - Processor Perpetual or equal (4.1.18.14)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	Software Maintenance & Support for Item #L10021				\$612.46

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for Two (2) Item L10021, Oracle Internet Developer Suite-Named User Perpetual or equal (4.1.18.15)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
33	Software Maintenance & Support for Item #L47232				\$1,214.40

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for Six (6) Item #L47232, Oracle Advanced Compression-Processor Perpetual or equal (4.1.18.16)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
34	Software Maintenance & Support for Item #A90622				\$1,584.01

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Software Maintenance and Support for Six (6) Item #A90622, Oracle Advanced Security (ASO) Processor Perpetual or equal. (4.1.18.17)

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Boita Arvizex Technologies
(Company)

Mika Bostaph, AE
(Authorized Signature) (Representative Name, Title)

304-615-3301 4/13/16
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Polta AdvizeX Technologies
Company

Misha Bettapudi
Authorized Signature

4/13/11
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
CRFQ 0511 HHR160000006
Oracle (or equal) Software Licenses, Maintenance & Support

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.1.1. Immediate cancellation of one or more release orders issued under this Contract.

10.2.2. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Mika Bostaph
Telephone Number: 304-615-3301
Fax Number: mbostaph@advizex.com
Email Address: mbostaph@advizex.com

Your Name	West Virginia Department of Health and Human Resources	Your Contact	Michael Ebert
Your Location	1 Davis Square, Suite 100E Charleston, WV 25301	Phone Number	+1 (304) 356-5120
		Email Address	Michael.Ebert@wv.gov

Product Name - License Metric / Term Designation	Quantity
Oracle WebLogic Suite - Processor Perpetual	19
Oracle WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	18
Oracle SOA Management Pack Enterprise Edition - Processor Perpetual	6
Oracle SOA Suite for Oracle Middleware - Processor Perpetual	4
Oracle Database Enterprise Edition - Processor Perpetual	30
Oracle Database Standard Edition 2 - Processor Perpetual	2
Oracle Diagnostics Pack - Processor Perpetual	11
Oracle Tuning Pack - Processor Perpetual	11
Oracle Database Lifecycle Management Pack - Processor Perpetual	4
Oracle Advanced Security - Processor Perpetual	6
Oracle Advanced Compression - Processor Perpetual	6
Oracle WebLogic Suite - Named User Plus Perpetual	70
Oracle WebLogic Server Management Pack Enterprise Edition - Named User Plus Perpetual	20
Oracle Database Enterprise Edition - Named User Plus Perpetual	45
Oracle SOA Management Pack Enterprise Edition - Named User Plus Perpetual	20
Oracle SOA Suite for Oracle Middleware - Named User Plus Perpetual	20
Oracle Internet Developer Suite - Named User Plus Perpetual	2

A. Agreement and Modifications to the Agreement

1. Agreement

This order incorporates by reference the terms of the agreement specified below between West Virginia Department of Health and Human Resources (“you/your”) and Oracle America, Inc. hereinafter (“Oracle”), and all amendments and addenda thereto (the “agreement”). The defined terms in the agreement shall have the same meaning in this order between you and Avnet, Inc. (“Avnet”) unless otherwise specified herein.

Agreement: Oracle Master Agreement

Agreement Name: US-OMA-226823

2. Modifications to the Master Agreement

- a. Add License Definitions and Rules to the agreement.
- b. To fully understand your license grant for Oracle Programs and/or Integrated Software Options you need to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below. You agree that the following terms apply to the products listed in the tables above section A which you ordered from Avnet.

Program Documentation: is defined as the Program user manual and Program installation manuals.

Named User Plus / Named User: is defined as an individual authorized by you to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the Programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter Suite, only the users of the Program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

With respect to the following Programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database, Load Testing Suite for Oracle Applications, and Oracle Test Starter Kit for Utilities (Load Testing), each emulated human user and non human operated device shall be considered as a virtual user and shall be counted for the purpose of determining the number of Named User Plus licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack and Data Masking and Subsetting Pack for Non-Oracle Databases, only (a) the users of the database servers where masked data or data subsets originate and (b) the users of the database servers performing the masking or subsetting operations (via GUI or command line) must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Real User Experience Insight and Application Replay Pack, all users of the respective managed application Program must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate, only (a) the users of the Oracle database from which You capture data and (b) the users of the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Big Data, only the users of the source Oracle or non Oracle database(s) from which You capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all users for all sources must be counted.

For the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the users of the database from which You capture data and (b) the users of the database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database only (a) the users of the Non Oracle database from which You capture data and (b) the users of the Non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition and Data Integrator Enterprise Edition for Oracle Applications, only the users that are running or accessing the data transformation processes must be counted for determining the number of licenses required.

For the purposes of the following Programs: Oracle Mobile Suite Client Runtime and Application Development Framework Mobile, only the end users of each Application Developed must be counted for the purposes of determining the number of licenses required, regardless of the choice of the mobile application development tool or the framework used to build the Application Developed.

Oracle Financing Contract: is a contract between You and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under Your order.

Processor: shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed Program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle Programs with Standard Edition 2, Standard Edition One or Standard Edition in the product name (with the exception of WebCenter Enterprise Capture Standard Edition, Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the Program (other than Standard Edition One Programs or Standard Edition Programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the Program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following Program: Oracle Healthcare Data Repository, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base Programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed Program; under these licenses You may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter Suite, only the processors on which the Program that is being managed/monitored are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack and Data Masking and Subsetting Pack for Non-Oracle Databases, only (a) the processors running the database servers where masked data or data subsets originate and (b) the processors running the database servers performing the masking or subsetting operations (via GUI or command line) must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Application Management Pack for Utilities and Application Management Pack for Taxation and Policy Management, all processors on which the middleware and/or database software that support the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Replay Pack and Real User Experience Insight, all processors on which the middleware software that supports the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Informatica PowerCenter and PowerConnect Adapters, and Application Adapter for Warehouse Builder for PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, Data Integrator and Application Adapter for Data Integration and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache Program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate, only (a) the processors running the Oracle database from which You capture data and (b) the processors running the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the processors running the database from which You capture data and (b) the processors running the database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database, only (a) the processors running the non Oracle database from which You capture data and (b) the processors running the non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle GoldenGate Application Adapters and Oracle GoldenGate for Big Data, only the processors running the source Oracle or non Oracle database(s) from which You capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all processors for all sources must be counted.

For the purposes of the following Program: Audit Vault and Database Firewall, only the processors of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle ATG Web Commerce Search, only the processors on which queries are processed must be counted. You do not need to count processors on which the Program is running for indexing content in configured content sources as long as the foregoing is the only use of the Program on all the processors installed in a given server.

Technical Support: For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

Technical support is effective upon the effective date of the ordering document unless otherwise stated in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS, will not increase by more than 3% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner Program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 3% over the prior year's fees.

If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported Program licenses with new versions of the Program.

Term Designation: If your Program license does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

1, 2, 3, 4, 5 Year Terms: A Program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the Program license shall terminate.

1 Year Subscription: A Program license specifying a 1 Year Subscription shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the Program license shall terminate.

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

Failover: Subject to the conditions that follow below, your license for the programs listed on the US Oracle Technology Price List, which may be accessed at <http://www.oracle.com/us/corporate/pricing/price-lists/index.html>, includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). **The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover.** Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle Program binary files are copied or synchronized.

You are responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockets. When used with Oracle Real Application Clusters, Oracle Database Standard Edition 2 may only be licensed on a maximum of 2 one-socket servers. In addition, notwithstanding any provision in your Oracle license agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads at any time. When used with Oracle Real Application Clusters, each Oracle Database Standard Edition 2 database may use a maximum of 8 CPU threads per instance at any time. If you purchase Named User Plus (NUP) licenses, you must maintain a minimum of 10 NUP per server.

If You purchase Named User Plus licenses for the Programs listed below, You must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor

If licensing by Named User Plus, the number of licenses for the Programs listed below in column A must match the number of licenses of the associated Program listed in column B. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective Programs were licensed. If licensing by Processor, the number of licenses for the Programs listed below in column A must match the number of licenses of the associated Program listed in column B. In the case where the Programs are licensed at different times, the number of licenses may not match due to variance in core factors between the time the respective Programs were licensed; in that case the number of cores used to determine the number of licensed processors for the Programs listed below in column A must match the number of cores used to determine the number of licensed processors of the associated Program listed in Column B. Associated Programs are those Programs being used in conjunction with the Program in Column A.

Column A	Column B
Database Enterprise Edition Options* - Advanced Security, Advanced Compression	Oracle Database Enterprise Edition
Database Enterprise Management* - Diagnostics Pack, Tuning Pack, Database Lifecycle Management Pack	
WebLogic Suite Options** - SOA Suite for Oracle Middleware	WebLogic Suite
Application Server Enterprise Management** - WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition	Associated application server Program being managed by the Program in Column A.

*If licensing by Named User Plus you must maintain, at a minimum, 25 Named Users Plus per Processor per associated Program.

** If licensing by Named User Plus you must maintain, at a minimum, 10 Named Users Plus per Processor per associated Program.

Licensing Rules for Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.

<Signature Page to follow>

West Virginia Department of Health and Human Resources

Oracle America, Inc.

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Signature Date _____

Signature Date _____

Effective Date _____
(to be completed by Oracle)

Accepted:

WV Attorney General's Office

By: _____

Its: _____

Date: _____

**West Virginia Department of
Administration Purchasing Division**

By: _____

Its: _____

Date: _____