



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Purchase Order

PURCHASE ORDER NO.  
 MA05SW08

PAGE  
 1

BLANKET RELEASE  
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CHANGE ORDER  
 3

CORRECT PURCHASE ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS PUR-  
 CHASE ORDER SHOULD BE DIRECTED  
 TO THE BUYER AS NOTED BELOW.

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

INVOICE TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

## AGENCY COPY

VENDOR

\*709065834 01 703-364-2748  
 ORACLE CORPORATION  
 1910 ORACLE WAY  
 RESTON VA 20190

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/29/2010		NET 30		942871189			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO	UNIT PRICE		AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
CHANGE ORDER #03							
TO CANCEL THIS CONTRACT MA05SSW08 DUE TO NAME CHANGE.							
TO RE-AWARD AS: MA05SW08A							
***** NO ADDITIONAL CHANGES *****							
				PREVIOUS PO TOTAL==>	OPEN	END	
				PO NET CHANGE (+)==>			
						PURCHASING DIVISION CERTIFIED ENCUMBERED APR - 6 2010 <i>Beverly Toler</i>	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						OPEN END	
						TOTAL	

*James S. [Signature]*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* JO ANN ADKINS 304-558-8802  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:  
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

ORACLE

Oracle America, Inc.  
1910 Oracle Way  
Reston, VA 20190

March 23, 2010

Jo Ann,

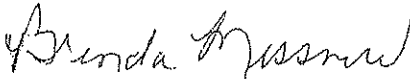
Below is the information you have requested to update the vendor status to Oracle America, Inc.

As per our discussion the current master agreement with West Virginia name (MA05SW08) and Oracle agreement name US-STATE-209787-30-NOV-2007 has been updated from Oracle Corporation (FEIN# 94-2871189) to Oracle USA, Inc. (FEIN #84-1332677) with the attached Amendment Seven dated November 18, 2005. The current Amendment Four is changing the name to Oracle America, Inc. (FEIN #94-2805249).

The remit to address is:

Oracle America, Inc.  
P.O. Box 71028  
Chicago, IL 60694-1028  
FEIN # 94-2805249

Purchase order submission will be done with ordering documents at the time of purchase and for support renewal the address will be provided on the quote sent.



Brenda Messner  
Contracts Manager

RECEIVED  
2010 MAR 24 AM 8:49  
WV PURCHASING  
DIVISION

# ORACLE®

February 16, 2010

State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington St-East  
P.O. Box 50130  
Charleston, WVA 25305

Re: Contract No. US-STATE-209787-30-NOV-2007

Dear Jo Ann:

Oracle Corporation recently completed its acquisition of Sun Microsystems, Inc and its subsidiaries (Sun). Effective February 15, 2010, Oracle USA, Inc. (a wholly owned subsidiary of Oracle Corporation) and Sun (including Sun Microsystems Federal, Inc.) combined in the U.S. The resulting corporate entity is named Oracle America, Inc. The tax identification number for Oracle America, Inc. is 94-2805249.

Oracle America, Inc. is the successor in interest to Oracle USA, Inc. and has assumed all rights and obligations of Oracle USA, Inc. under agreement US\_STATE-209787-30NOV-207. All references to Oracle USA, Inc. in the agreement specified above shall mean Oracle America, Inc.

Accordingly, all correspondence and payments from you in connection with such agreement(s) should be addressed to Oracle America, Inc. and should be sent to the address indicated on your invoice. All legal notices required under such agreements should be sent in writing to: Oracle America, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.

We at Oracle value our relationship with you and look forward to continuing to provide you with unparalleled software, hardware, support and services.

Sincerely,



Brenda L. Messner  
Contracts Manager  
703-364-2153

WV PURCHASING  
DIVISION

2010 FEB 24 AM 9:40

RECEIVED



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:			MA05SW08	
LINE	CATNO	ITEM	NUMBER	DESCRIPTION	QTY	DATE	
0001	920-49			SYSTEMS/EXECUTIVE SOFTWARE FOR LARG			
		SIGNATURE _____		DATE _____			
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE