Purchase Order

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

PURCHASE ORDER NO.	PAGE
ORACLE01	1

BLANKET RELEASE
00

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

CHANGE ORDER
1

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

VENDOR:
*70906583401   703-364-2657
ORACLE CORPORATION
1910 ORACLE WAY

RESTON VA   20190

AGENCY COPY

SHIP TO:
VARIOUS AGENCY LOCALES
AS INDICATED BELOW

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
05/20/2001	NET 30	942871189	MUL

SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL -MUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT. NO.	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT
			CHANGE ORDER #01		
			TO PROVIDE THE ATTACHED AMENDMENT ONE TO THE LICENSE AGREEMENT BETWEEN ORACLE CORPORATION AND THE STATE OF WEST VIRGINIA.		
			EFFECTIVE: 05/08/01		
			PLEASE SEE ATTACHED		
			----------- NO OTHER CHANGES ---------------		
0001	03/01/2001	EA	920-49		
	ORACLE SOFTWARE AND SERVICES PER THE ATTACHED				

WV State Purchasing Division
Administration Unit
Certified Encumbered

MAY 2 2 2001

Amy Fairchild

PREVIOUS PO TOTAL==>
PO INCREASE ======>

OPEN END

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

APPROVED FOR ONE FISCAL YEAR   5/21/01

Dawn E. Warfield
APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

OPEN END

TOTAL
304-558-2596

BY CHARLYN MILLER
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, this contract is automatically null and void, and is terminated without further order.

AMENDMENT ONE
to the
LICENSE AGREEMENT
between
ORACLE CORPORATION
and
STATE OF WEST VIRGINIA

This Amendment One ("Amendment") to the License Agreement, including all addendum(s) ("Agreement") between the State of West Virginia ("Customer") and Oracle Corporation ("Oracle") dated March 1, 2001 shall serve to amend the Agreement as described below.

The undersigned hereby agree that the following shall be incorporated into the Agreement:

1. Add the following to Section 13, Additional Terms and Conditions:

    k. Migrations - In calculating a license migration, the primary tool will be the Migration Matrix. It contains the ratios and methodology used when migrating existing licenses to the e-business license model. For example, the ratio used when migrating a database Network License Concurrent Device to a Named User - Multi-Server license is 1 Concurrent Device NL = 2 Named User - Multi-Server. Note: When calculating with ratios, always round up to the nearest whole number. For example, if the outcome of a calculated ration equals 3.35, round up to 4.

2. The following are added to Addendum One of the Agreement:

    a. Attachment C: Oracle E-Business Migration Matrix, dated September 22, 2000, is hereby incorporated into Addendum One and remains valid through the term of Addendum One.
    b. CD Packs. The price for each CD pack acquired under this Addendum will be $39.95 and the price will remain valid through the term of Addendum One.

3. Delete the Sample Ordering Document as set forth in Addendum One and replace with the attached Sample Ordering Document.

Attachments: Attachment B: Sample Oracle Ordering Document
                Attachment C: Oracle E-Business Migration Matrix

Except as expressly amended by this Amendment, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

The Effective Date of this Amendment is __May 8__, 2001.

STATE OF WEST VIRGINIA   ORACLE CORPORATION

BY: _IS&C Dept. Admin_   By: _Verda M. Mullings_

NAME: _Heather A. Connolly_   NAME: _Verda M. Mullings_
        Heather A. Connolly
TITLE: ___Assistant General Counsel___   TITLE: _Manager, OSI Contracts_

ORACLE®

Ordering Document

Your Name:	**Contract Administrator:**	**Technical Contact:**
Your Location:	**Phone:**	**Phone:**
	Fax:	**Fax:**
		Email Address:

ORACLE CONTRACT INFORMATION

Agreement: **West Virginia State Contract,** _____

This Ordering Document is governed by the terms of the agreement specified above ('Agreement').

A. PROGRAMS

You have ordered the Program licenses described below for use in the U.S., unless otherwise specified.

Description	Quantity	License Type	List License Fee	Discount	Net License Fee	Net Product Support Fee	Net Update Subscription Service Fee
Oracle 8i Enterprise Edition	100	Named User-Multi Server					
Oracle 8i Enterprise Edition	100	Named User-Multi Server - 2 Year					

CD Packs:
Oracle Database Media Pack v1 for Sun Solaris   1
Oracle Database Media Pack v1 for HP 98XX/HP-UX   1

List License Fees:	
Net License Fees:	
CD Pack Fees:	
First Year Product Support Fee:	
First Year Update Subscription Service Fee:	
Total Fees:	

B. GENERAL TERMS

1. <u>Technical Support.</u> Technical support consists of Update Subscription Service, Product Support and/or other technical support services you may have ordered. Fees for Technical Support Services are due and payable quarterly in arrears. Technical Support Services are effective upon the Effective Date of this Ordering Document.

2. <u>Miscellaneous.</u> The Shipment Summary included with this Ordering Document specifies the CD Pack and/or programs on the particular computer operating system requested by you, which have been shipped or currently are being shipped to you. Where shipment is required, we shall deliver to Your Location 1 copy of the software media and 1 set of Documentation (in the form generally available) for each program currently available in production release as of the Effective Date below. You shall be responsible for installation of the software. All fees due under this Ordering Document shall be non-cancellable and the sums paid nonrefundable, except as provided in the license agreement. You agree to pay applicable media and shipping charges. Provided you continuously maintain Update Subscription Service, additional CD Packs for the programs provided under this Ordering Document may be ordered through the Oracle Store at the standard CD Pack price. If you lose or damage the media containing a program licensed hereunder, upon your written notice we will provide a replacement copy thereof, under our then-current Technical Support policies, for a media and shipping charge. The following shipping terms shall apply: FOB Shipping Point, Prepaid, and Add. These terms shall also apply to any options exercised by you.

3. <u>Fiscal Funding.</u> Service performed under this Ordering Document may be continued in succeeding fiscal years for the term of the Agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, this Ordering Document shall terminate without penalty on June 30. After that date, the Ordering Document becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the Ordering Document included in its budget. Non-appropriation or non-funding shall not be considered an event of default. The State of West Virginia will not issue a purchase order or other promise to pay unless funds have been appropriated and are currently available.

4. <u>Segmentation.</u> The program licenses provided in this Ordering Document are offered separately from any other proposal for consulting services you may receive or have received from us and do not require you to purchase our services.

We agree that the terms and pricing of this Ordering Document shall not be disclosed without the prior written consent of the other party, unless required by law. This quote is valid through _____, 2001 and shall become binding upon execution by both parties.

STATE OF WEST VIRGINIA   **ORACLE CORPORATION**

Signature: _____   Signature: _____

Name: _____   Name: _____

Title: _____   Title: _____

Effective Date: _____

SHIPMENT SUMMARY:

CD PACK	PROGRAMS	CSI NUMBER
Oracle Database CD Pack v1 for Sun Solaris	Oracle8i Enterprise Edition	
Oracle Database CD Pack v1 for HP 98XX/HP-UX	Oracle8i Enterprise Edition	

ola_od_01-FEB-06

Attachment C

e-business Migration Matrix

This matrix applies to licenses purchased pursuant to any Oracle Price List *prior* to the e-business Price List which became effective Dec 16, 1999, unless otherwise noted.

Database & Options[1,2,3,4]:

Metric Migration			
From:	**To:** Universal Power Unit (internal/external)	Named User - Multi Server	Named User - Single Server
Named User - Order Form	• 1:3 • must declare # of MHz	N/A	1:1 • Charge for additional users if user minimums are not met
Named User - Network License (Applies to all old multi-server license agreements, e.g., NUA/PUA or NSO)	• 1:3 • must declare # of MHz	• 1:1 • Charge for additional users if user minimums are not met	N/A
Concurrent Device - Order Form	• 1:6 • must declare # of MHz	N/A	1:2 • Charge for additional users if user minimums are not met
Concurrent Device - Network License (Applies to all old multi-server license agreements, e.g., NUA/PUA or NSO)	• 1:6 • must declare # of MHz	• 1:2 • Charge for additional users if user minimums are not met	N/A
Per Processor	• 1:500 • Charge for additional UPUs if minimums are not met	N/A	N/A
Power Unit - RISC	• 1:1.5 • must declare # of MHz	N/A	N/A

Power Unit - Intel	N/A	N/A
• 1:1 • must declare # of MHz		
Power Unit	N/A	N/A
• 1: 1.5 • must declare # of MHz		
Non – Price List Metrics	• List of new pricing configuration (less e-business discount) (less net fees paid for converted licenses) = Net New License Fees • must verify net fees paid	• List of new pricing configuration (less e-business discount) (less net fees paid for converted licenses) = Net New License Fees • must verify net fees paid
• List of new pricing configuration (less e-business discount) (less net fees paid for converted licenses) = Net New License Fees • must verify net fees paid		

[1] **Migration Matrix applies to all Full Use and Deployment licenses. The migrated licenses will be Full Use.**

[2] **If migrating Application Specific licenses:**

    Option #1 -- if maintaining App Specific license restriction, use the applicable migration metric

    Option #2 -- if not maintaining App Specific license restriction use the migration metric: list (less e-business discount) less net fees paid

[3] **Customer shall not be entitled to any credits or refunds if net fees paid for converted licenses exceeds list of new pricing configuration**

[4] **If migrating Web Specific licenses, the Web Specific license restriction should not be retained. The migrated licenses will be Full Use.**

Tools:

Metric Migration

From:	To: Named User - Multi Server	Named User - Single Server
Named User - Order Form	• 1:1	• 1:1
Named User - Network License (Applies to all old multi-server license agreements, e.g., NUA/PUA or NSO.)	• 1:1	• 1:1
Developer - Order Form	• 1:1	• 1:1
Developer - Network License (Applies to all old multi-server license agreements, e.g., NUA/PUA or NSO.)	• 1:1	• 1:1
Non - Price List Metrics	• List of new pricing configuration (less e-business discount) (less net fees paid for converted licenses) = Net New License Fees • must verify net fees paid	• List of new pricing configuration (less e-business discount) (less net fees paid for converted licenses) = Net New License Fees • must verify net fees paid

Applications [1, 2, 3, 4] :

Metric Migration	To:		
From:	**Application User**	**Application User Read-Only**	**License Types other than those listed**
Named User	• 1 : 1	• N/A	• N/A
Concurrent Device	• 1 : 2	• N/A	• N/A
Read - Only	• N/A	• 1 : 1	• N/A
Casual User	• N/A	• 1 : 1	• N/A
Non - Price List Metrics	• List of new pricing configuration (less e-business discount) (less net fees paid for converted licenses) = Net New License Fees • must verify net fees paid	• N/A	• List of new pricing configuration (less e-business discount) (less net fees paid for converted licenses) = Net New License Fees • must verify net fees paid

[1] **Primary Usage Concept still applies**

[2] **The above Application migration metrics apply to Programs with new e-business licensing and pricing metrics. For product migrations, please refer to the Supported Migration Listing in the E-Business Global Price List Supplement. In the event of a conflict between this document and the E-Business Global Price List Supplement, the information in the E-Business Global Price List Supplement supersedes the information in this document.**

[3] **Customer shall not be entitled to any credits or refunds if net fees paid for converted licenses exceed list price of new pricing configuration**

[4] **Applies to licenses sold under an Order Form or Network License (or other multi-server license agreement, including NUA/PUA and NSO)**