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
2

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

SHIP TO

VARIOUS AGENCY LOCALES
AS INDICATED BELOW

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
11/08/2001	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 #02		
			TO AMEND THE MASTER CONTRACT PER THE ATTACHED DOCUMENTATION.		
			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

NOV 2 7 2001

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

OPEN END

TOTAL

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

APPROVED FOR ONE FISCAL YEAR

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY CHARLYN MILLER   304-558-2596

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.

Rev. 11/98

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

This Amendment Two ("Amendment Two") 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. This Amendment Two is valid from the Effective Date of this Amendment through March 1, 2002.

Both parties agree to the following:

1. For purposes of this Amendment Two, "Price List" is defined as Oracle's E-Business Global Price List dated August 10, 2001 and is hereby incorporated into and attached hereto as Attachment A. Customer shall receive the following percentage of discounts to the "Price List".

    E-Business License and Support Transaction Band

List License + List Support	E-Business Discounts
$0 - $100,000	25%
$100,001 - $250,000	30%
$250,001 - $375,000	35%
$375,001 +	40%

2. Customer may not combine the pricing and discounts incorporated herein with any other pricing and discounts as stated in Addendum One. All orders, commencing from the effective date of Amendment Two, must be placed using either the pricing and discounts of Amendment Two or the pricing and discounts of the remaining Agreement, but not a combination of both.

3. For purposes of this Amendment Two, Oracle E-Business Migration Matrix, dated June 15, 2001, is hereby incorporated into and attached hereto as Attachment B and remains valid from the Effective Date of this Amendment Two through March 1, 2002.

Attachments: Attachment A: Oracle's E-Business Global Price List, dated August 10, 2001
                Attachment B: E-Business Migration Matrix, dated June 15, 2001

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

The Effective Date of this Amendment Two is _11-7_____, 2001.

STATE OF WEST VIRGINIA   ORACLE CORPORATION

BY: _Heather A. Connolly_   By: _Verda Mullings_

NAME: ___Heather A. Connolly___   NAME: _Verda M. Mullings_
       Assistant General Counsel

TITLE: _____   TITLE: _Senior Manager_
                                                    OSI Contracts

ORACLE®

E-Business Global Price List
August 10, 2001

Oracle Database

	Named User License	Processor License
Database Products		
Oracle Database		
Standard Edition [1][6]	300	15,000
Enterprise Edition [1]	800	40,000
Personal Edition	400	-
Lite	100	-
Enterprise Edition Options: [2]		
Real Application Clusters	400	20,000
Partitioning	200	10,000
OLAP	400	20,000
Data Mining	400	20,000
Spatial	200	10,000
Advanced Security	200	10,000
Label Security	200	10,000
Enterprise Managers: [2]		
Diagnostics Pack	20	1,000
Tuning Pack	20	1,000
Change Management Pack	20	1,000
Management Pack for SAP R/3	20	1,000
Internet Application Server [1]		
Standard Edition	200	10,000
Enterprise Edition	400	20,000
Internet Application Server Enterprise Edition Options: [3]		
Personalization	200	10,000
Wireless Option [5]	200	10,000
Tools		
Internet Developer Suite	5,000	-
Discoverer Desktop Edition	1,000	-
Programmer	1,000	-
Other Server Products		
Message Broker	200	10,000
Data Warehousing Products		
Pure Name & Address (North America)	-	20,000
Pure Name & Address (Latin America)	-	20,000
Pure Name & Address (EMEA)	-	20,000
Pure Name & Address (APAC)	-	20,000
Express Server	800	40,000
Express Analyzer	800	-
Express Objects	5,000	-

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License

Product Support available at 7% of Perpetual License (Prerequisite: Update Subscription); Update Subscription available at 15% of Perpetual License

Available on All Products on this page only:

1-Year Hosting Term License at 20% of Perpetual License (subject to Oracle management approval)

Oracle Database

	Named User License	Computer License
Integration Products		
Open System Gateways	-	15,000
Mainframe Integration Gateways	-	95,000
Enterprise Integration Gateways	-	95,000
EDA/SQL Gateways	-	120,000
Each Additional EDA/SQL Driver	-	60,000
InterConnect Adapters [4]	30,000	-

[1] If licensing by Named User, the minimum is 10 Named Users per Processor.

[2] Enterprise Edition Options & Enterprise Managers must match the number of licenses of the associated Oracle Database Enterprise Edition.

[3] Internet Application Server Enterprise Edition Options must match the number of licenses of the associated Internet Application Server

[4] InterConnect Adapters are licensed per Adapter The package contains the following adapters: PeopleSoft and FTP.

[5] Hosting available at 2% of Perpetual License per month for Computer Services and 3% of Perpetual License per month for Administration Services, subjected to the Hosting Discount Schedule available on http://esource.oraclecorp.com

[6] Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 processors

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License

Product Support available at 7% of Perpetual License (Prerequisite: Update Subscription); Update Subscription available at 15% of Perpetual License

Available on All Products on this page only:

1-Year Hosting Term License at 20% of Perpetual License (subject to Oracle management approval)

Oracle Rdb

	Named User License	Processor License
Rdb Products		
Rdb Server Products [1]		
Rdb Enterprise Edition	800	40,000
CODASYL DBMS	800	--
Rdb Server Options:		
TRACE/Expert [2,3]	100	5,000
Power Utilities [2]	200	10,000
Rdb Development, Query and Reporting Tools		
Programmer for Rdb [4]	1,000	--
RALLY	5,000	-
CDD/ Repository	5,000	-
RALLY Client	600	-
Enterprise Manager DBA Pack for Rdb	--	200
CDD/R Runtime [5]	-	5,000

[1] If licensing by Named User, the minimum is 10 Named Users per Processor.

[2] Rdb Server Options must match the number of licenses of the associated database

[3] TRACE/Expert may also be licensed with CODASYL DBMS.

[4] Oracle precompiliers supported via SQL*Net for Rdb for use across Oracle & Rdb Servers.

[5] CDD/R Runtime is an unlimited use license for applications requiring CDD/R deployment licenses.

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License

Product Support available at 7% of Perpetual License (Prerequisite: Update Subscription); Update Subscription available at 15% of Perpetual License

Oracle E-Business Suite

Applications	License Price	Licensing Metric	Minimum
Marketing			
Marketing Online	4,995	Application User	10
Option: Advanced Marketing Online	2,995	Application User	10
Option: Trade Management	2,995	Application User	10
Marketing Intelligence	1,495	Application User	10
Sales			
iStore	50,000	Processor	1
iPayment	50,000	Processor	1
TeleSales	2,995	Application User	1
Sales Online	3,995	Application User	1
Option: Mobile Sales	1,495	Application User	1
Partners Online	995	Partner User	1
Sales Intelligence	1,495	Application User	1
Incentive Compensation	495	Compensated Individual	1
Order Fulfillment			
Order Management [3]	0.6000	Order Line	50,000
Option: Release Management [1][3]	0.2000	Order Line	50,000
Advanced Pricing [3]	0.2000	Order Line	50,000
Configurator	150,000	Processor	1
SellingPoint Mobile Configurator	4,500	Application User	10
Mobile Supply Chain Applications	2,995	Application User	5
Warehouse Management	6,995	Application User	15
Transportation [6]	5,000	$M Annual Transportation Spend	60
Supply Chain Planning			
Advanced Supply Chain Planning	1,500	$M Cost of Goods Sold	60
Option: Constraint Based Optimization [1]	375	$M Cost of Goods Sold	60
Option: Inventory Optimization [1]	750	$M Cost of Goods Sold	60
Global Order Promising	300	$M Cost of Goods Sold	60
Demand Planning	600	$M Cost of Goods Sold	60
Supply Chain Intelligence	500	$M Cost of Goods Sold	60
Supply Chain Exchange [6]	1,500	$M Cost of Goods Sold	60
Procurement			
Purchasing [2]	3,995	Application User	5
iProcurement	5	Purchase Line	5,000
Option: Procure to Pay (price approved in advance of availability) [1][4]	1.00	Purchase Line	5,000
Purchasing Intelligence	3.00	Purchase Line	5,000
iSupplier Portal	1.00	Purchase Line	5,000
Exchange Marketplace [6]	5,000	$M Annual Transaction Volume	300
Manufacturing			
Discrete Manufacturing [2]	3,995	Application User	10
Option: Flow Manufacturing [1]	2,995	Application User	10
Option: Manufacturing Scheduling [1]	1,495	Application User	10
Process Manufacturing [2]	3,995	Application User	10
Manufacturing Intelligence	995	Application User	10
Shop Floor Management	4,995	$M Cost of Goods Sold	30

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License

Product Support available at 7% of Perpetual License (Prerequisite: Update Subscription); Update Subscription available at 15% of Perpetual License

Available on all e-Business Suite products:

Hosting available at 2% of Perpetual License per month for Computer Services and 3% of Perpetual License per month for Administration Services, subjected to the Hosting Discount Schedule available on http://esource.oraclecorp.com

Oracle E-Business Suite

	License Price	Licensing Metric	Minimum
Service			
iSupport	50,000	Processor	1
TeleService	2,995	Application User	1
Service Online	2,995	Application User	1
Option: Depot Repair	995	Application User	1
Option: Spares Management	995	Application User	1
Advanced Scheduler	695	Field Technician	1
Mobile Field Service	1,995	Field Technician	1
Contracts	5,995	Application User	10
Service Intelligence	1,495	Application User	1
Customer Intelligence	50	Employee	100
Projects			
Project Costing [2]	3,995	Application User	5
Project Billing	2,995	Application User	5
Internet Time	125	Application User	50
Project Contracts (price approved in advance of availability)	5,995	Application User	10
Project Resource Management	395	Person	25
Product Development Exchange [6]	995	Application User	1,500
Financial			
Financials [2]	3,995	Application User	5
Treasury	24,995	Application User	4
Financials & Sales Analyzers	1,495	Application User	5
Internet Expenses	5	Expense Report	1,000
iReceivables	50	1K Invoice Line	20
Financials Intelligence	50	Employee	100
Activity Based Management	95	Employee	100
Balanced Scorecard	95	Employee	100
Human Resources			
Human Resources	60	Person	100
Self-Service Human Resources	25	Person	100
Payroll	60	Person	500
Time Management	30	Person	100
Time and Labor (price approved in advance of availability)	35	Person	100
Advanced Benefits	40	Person	500
HR Intelligence	25	Person	100
Training Administration	30	Trainee	100
Other			
Tutor for Applications [5]	495	Application User	5
Self-Service Tutor for Applications [5]	20	Employee	5
EDI Gateway	29,995	Computer	1
Applications Read-Only User	1,495	Application Read-Only User	1
(for Financials, Purchasing, Project Costing, Project Contracts, Discrete Manufacturing, and Process Manufacturing)			
Maintenance, Repair & Overhaul (MRO) Bundle [6]	9,995	Application User	1
MRO Bundle - Read-Only [6]	3,995	Application Read-Only User	1

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License

Product Support available at 7% of Perpetual License (Prerequisite: Update Subscription); Update Subscription available at 15% of Perpetual License

Available on all e-Business Suite products:

Hosting available at 2% of Perpetual License per month for Computer Services and 3% of Perpetual License per month for
Administration Services, subjected to the Hosting Discount Schedule available on http://esource.oraclecorp.com

Oracle E-Business Suite

Application Technologies	License Price	Licensing Metric	Minimum
Interaction Center			
Advanced Inbound	995	Workstation	1
Advanced Outbound	995	Workstation	1
Scripting	595	Workstation	1
eMail Center	1,995	Workstation	50
Interaction Center Intelligence	595	Workstation	1
Vertical Applications			
Communications/Utilities			
CRL Financial Management [8]	249,995	Module	1
	0.2500	Per Subscriber Thereafter	1
Network Logistics (Network Asset Tracking) [8]	249,995	1st 200,000 Subscribers	1
	0.5000	Per Subscriber Thereafter	1
Provisioning [8]	249,995	Module	1
	1.50	Per Subscriber Thereafter	1
Number Portability [8]	249,995	Module	1
	10	Ported Number/Year	1
Public Sector/University			
Student System	115	Student	2,500
Grants	3,995	Application User	5
Financial Services			
Financial Data Manager	200,000	Computer	1
Performance Analyzer	110	$M in Revenue	1
Transfer Pricing	110	$M in Revenue	1
Transfer Pricing Online	750	Application User	5
Budgeting and Planning	3,000	Application User	5
Risk Manager	85	$M in Revenue	1
FTI Integration to GL	100,000	Computer	1
Health Care			
Clinical	15,000	Application User	5
Option: Distributed Study Conduct [1]	3,000	Application User	5
Remote Data Capture [9]	9	CRF Page	10,000
Thesaurus Management System [7]	9,000	Application User	1
Thesaurus Management System - Read-Only [7]	1,000	Application Read-Only User	5

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License

Product Support available at 7% of Perpetual License (Prerequisite: Update Subscription); Update Subscription available at 15% of Perpetual License

Available on all e-Business Suite products:

Hosting available at 2% of Perpetual License per month for Computer Services and 3% of Perpetual License per month for Administration Services, subjected to the Hosting Discount Schedule available on http://esource.oraclecorp.com

[1] An option must be licensed at the same level as its parent. Example: number of Flow Manufacturing users = number of Discrete Manufacturing users.

[2] Primary Usage: is defined as each Application User of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each such User is counted only once based on primary usage. You must specify how many Application Users you are licensing for each application. Primary Usage of one of the applications listed above provides the Application User with the right to use any or all of the other application programs listed above for which you are licensed. Primary Usage does not provide you with the right to use other application programs including the extensions or options to the application programs listed above.

[3] If the revenue per order line (= company's annual revenue divided by the number of annual order lines) is between $50.00 & $74.99, the price per order line is 0.4000 for Order Management, 0.1400 for Release Management and 0.1400 for Advanced Pricing. Between $25.00 & $49.99, it is 0.2000 for OM, 0.0700 for RM and for AP. Between $0.0001 & $24.99, it is 0.1000 for OM, 0.0300 for RM and for AP. If the revenue per order line is greater than $75, equal to $0 or unknown, the price per order line is 0.6000 for OM, 0.2000 for RM and for AP.

[4] Must be hosted by Oracle, the hosting fee is 2% of Perpetual License per month for Computer Services and 3% of Perpetual License per month for Administration Services, subjected to the Hosting Discount Schedule available on http://esource.oraclecorp.com

[5] The number of Application Users of Tutor for Applications must match the number of Application Users of each Applications for which the customer is using Tutor. If the Application is licensed with a metric other than the Application User metric, then the number of licenses for Tutor for Applications must match the number of Application Users that the customer would have licensed for the Application, provided that this metric was available. Once licensed on the Tutor for Applications, the Application Users may use any of the Tutor products bundled in this product.

[6] This product requires HQAPP approval.

[7] If licensed with Clinical, the total number of application users and application read-only users of Thesaurus Management System must match the number of application users of Clinical. If licensed separately, the minimum of application users for Thesaurus Management System is 1, the minimum of application read-only users is 5.

[8] Customers must pay for both the module and the subscriber/workstation fee.

[9] Remote Data Capture can only be licensed for remote site users. In house entry users require a Clinical license

Prices in USA (Dollar)

Oracle Education Subscription

Subscription	Licensing Metric	Frequency	Minimum
Learning Network [1]	1,195	Hosted Named User	Yearly	1
iLearning [2]	4	Hosted Named User	Monthly	5,000

[1] Terms of use are described in the online Professional Subscription Agreement.

[2] At the minimum, the customer must license a number of Named Users and Months that are equal to USD $5,000 or the equivalent currency

DEFINITIONS

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. A non human operated device will be counted as a Named User 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.

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.

Application User: is defined as an individual authorized by you to use the application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against application programs for which you have acquired Applications User licenses.

Adapter: is defined as each software code interface installed on each Application Interconnect hub which facilitates communication of information between third party software applications and Oracle programs.

Annual Transaction Volume: is defined as the U.S. dollar denominated total value of all purchase orders transacted and all auctions conducted through the Oracle Exchange Platform by you and others during the applicable year of the Oracle Exchange Platform license regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Annual Transportation Spend: is defined as the U.S. dollar denominated total value of all transportation and logistics service purchase orders, auctions and Request for Quotes (RFQs) conducted through the Oracle Transportation Platform by you and others during the applicable year. Auctions and RFQs must be counted regardless of whether the auction or RFQ results in a purchase order; if an auction or RFQ results in a purchase order it shall only be counted toward the Annual Transportation Spend once. If the Annual Transportation Spend is unknown to you, then the Annual Transportation Spend shall be equal to 15% of total company revenue.

Case Report Form (CRF) Page: is defined as the electronic equivalent of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12-month period. You may not exceed the licensed number of CRF pages during any 12-month period unless you acquire additional CRF pages licenses from us.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes but is not limited to your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer.

Cost of Goods Sold: is defined as the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

Employee: is defined as an active employee of yours *(note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications.)*

Entry: is defined as a unique item (e.g. object, person, entity or item of information) stored within the programs. Replicated entries stored within the program on multiple servers are counted as a single entry.

Expense Report: is defined as the total number of expense reports processed by the iExpenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

Field Technician: is defined as an engineer, technician, representative or other Person who is dispatched by you to the field using the programs.

Hosted Named User: is defined as an individual authorized by you to access the hosted service regardless of whether the individual is actively accessing the hosted service at any given time.

Invoice Line: is defined as the total number of invoice line items processed by the program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless you acquire additional Invoice Line licenses from us.

Module: is defined as each production database running the programs.

Order Line: is defined as the total number of order entry line items processed by the program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless you acquire additional Order Line licenses from us.

Partner User: is defined as a partner individual authorized by you to use the application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time.

Person: is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

Purchase Line: is defined as the total number of purchase line items processed by the application during a 12 month period. Multiple purchase lines may be created on either a requisition or purchase order or may be automatically generated by other Oracle Application programs. For iProcurement, Purchase Lines are counted as all line items on an approved requisition created in iProcurement. For iSupplier Portal and Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through each of those applications. This does not include communication on the same P.O. For each application, you may not exceed the licensed number of Purchase Lines during any 12-month period unless you acquire additional Purchase Line licenses from us. You may acquire a different number of Purchase Line licenses for each program (Number of Purchase Lines for iProcurement could be a smaller number than for iSupplier Portal).

Stockkeeping Unit (SKU): is defined as an inventory item at a particular geographic location. For example, one product stocked at the plant and at six different distribution centers would represent seven SKUs.

Student: is defined as any named user enrolled in the University.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. $1,000 increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program.

Workstation: is defined as the client computer from which the programs are being accessed, regardless of where the program is installed.

$M in Revenue: is defined as one million United States dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year.

GENERAL LICENSING RULES

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

4 Year Term: A Program license specifying a 4 Year Term shall commence on the Effective Date of the order and shall continue for a period of 4 years. At the end of the 4 Year Term the Program license shall terminate automatically.

2 Year Term: A Program license specifying a 2 Year Term shall commence on the Effective Date of the order and shall continue for a period of 2 years. At the end of the 2 Year Term the Program license shall terminate automatically.

1 Year Term: A Program license specifying a 1 Year Term 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 Term the program license shall terminate. A program license specifying a 1 Year Term may only be used for providing internet hosting services.

ORACLE SUPPORT SERVICES

Oracle Support Services (OSS) offers the following programs: Updates Subscription Service to provide customers with the right to Oracle product upgrades, Oracle Product Support for 24x7 support of all Oracle products, and Oracle Premium Support for a menu of additional services designed to provide an enhanced level of support. Services may vary by country. For availability, contact your local Support Sales representative. For a complete description of Oracle Support Services programs, refer to the internal Sales Support website at http://marketing us oracle com and select Support Marketing

Updates Subscription Service

Updates Subscription Service is a service that provides customers with rights to new Oracle releases including product upgrades, maintenance releases and patches This service may be purchased as a stand-alone annual subscription Updates are 15% of list Perpetual license fees.

Product Support

Product Support is a 24x7 support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle software. Web based support is provided via OracleMetaLink. Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests. Product Support is an annual fee and is priced at 7% of list perpetual license fees. Updates Subscription Service is a prerequisite.

Premium Support

Premium Support is designed to provide an enhanced level of support to Oracle customers. Premium Support delivers tailored, flexible support solutions built to meet the customers' specific business requirements. Premium Support customers have the flexibility to purchase standard or combine standard services with specific offerings to provide a full solution.

Contact your local Support Sales representative for Premium Support information and pricing.

Incident Support

Incident Support is a web based incident pack support model through which technical support is available in packages of 10 incidents at a cost of 1,800 USA (Dollar). This service is available for the following products, across all platforms:

- Oracle Database Standard Edition
- Oracle Database Personal Edition
- Oracle Database Lite

With the purchase of Incident Support, customers will receive access to Oracle*MetaLink* which provides access to 24x7 web-based technical support and Technical Assistance Request access via the web.

Customer Support Services Policies and Definitions

The complete policy can be found in the Technical Support Policies at http://www.oracle.com/support

e-Business Migration Matrix

Effective Date: 15-June-2001

OVERVIEW

The Migration Matrix is your tool for helping your customer migrate their licenses to the current e-business pricing model. There are two important business practices which need to be understood and applied when migrating your customer to the current e-business pricing model:

1. These migrations may not be used to migrate between the current e-business license metrics (e.g. Processor to Named User or Named User to Processor). Approval via HQAPP is required to migrate between the current e-business license metrics.
2. A License Set must be migrated in its entirety. Customers will not be allowed to migrate partial License Set's in an effort to capitalize on the rounding rules. Approval via HQAPP is required to migrate partial License Sets.

This matrix applies to licenses purchased pursuant to any Oracle Price List prior to the e-business price list effective June 15, 2001.

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Metric Migration From:	To: Per Processor	To: Named User
Named User - Order Form	150:1	1:1 Charge for additional users if license minimums are not met
Named User - Single Server	150:1	1:1 Charge for additional users if license minimums are not met
Named User - Network License (Applies to all old multi-server license agreements, e.g., NUA/PUA or NSO)	150:1	1:1 Charge for additional users if license minimums are not met
Named User - Multi Server	150:1	1:1 Charge for additional users if license minimums are not met
Concurrent Device - Order Form	75:1	1:2 Charge for additional users if license minimums are not met
Concurrent Device - Network License (Applies to all old multi-server license agreements, e.g., NUA/PUA or NSO)	75:1	1:2 Charge for additional users if license minimums are not met
Developer - Network License	N/A	1:1
Developer - Order Form	N/A	1:1
Per Processor	1:1	N/A
Universal Power Unit (internal/external)	1000:1	N/A
Exceptions: Any metric not found in the table above is calculated on a Net to Net basis.	List of new pricing configuration (Less e-business discount) (Less net fees paid for converted licenses) = New net license fees Must verify net fees paid.	List of new pricing configuration (Less e-business discount) (Less net fees paid for converted licenses) = New net license fees Must verify net fees paid.

Technology Notes

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 for "Exceptions".
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.
5. If the migration results in a fraction, standard rounding rules apply. e.g. 1500 UPU's rounds up to 2 Processor and 1499 UPU's rounds down to 1 Processor.
6. Cells which contain "N/A" do not default to the "Exceptions" calculation. If the cell for the desired migration metric contains "N/A" please contact infoprice for instruction.

Applications

Metric Migration From:	To: Application User	To: Application User Read - Only	To: Other License Types
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
Exceptions: Any metric not found in the table above is calculated on a Net to Net basis.	List of new pricing configuration (Less e-business discount) (Less net fees paid for converted licenses) = New net 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) = New net license fees Must verify net fees paid.

Applications Notes

1. Primary Usage Concept still applies.
2. The Application migration metrics above apply when converting existing Programs over to the 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 and the Product Migration subtab

on eSource. In the event of a conflict between this document and the E-Business Global Price List Supplement or information under the Product Migration subtab, the information in the E-Business Global Price List Supplement or on the Product Migration subtab 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).

5. Cells which contain "N/A" do not default to the "Exceptions" calculation. If the cell for the desired migration metric contains "N/A" please contact infoprice for instruction.

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

This Amendment Three ("Amendment Three") 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. This Amendment Three is valid from the Effective Date of this Amendment through March 1, 2002.

Both parties agree to the following:

1. For purposes of this Amendment Three, the renewal of technical support for the licenses acquired prior to the Effective Date of the Agreement, shall be governed by the terms and conditions of the Agreement. In accordance with the Agreement, annual technical support is provided under Oracle's technical support policies, which are subject to change. Customer may access the latest version of these policies at: http://www.oracle.com/support/index.html?policies.html.

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

The Effective Date of this Amendment Three is _/ / - 7_____, 2001.

STATE OF WEST VIRGINIA	ORACLE CORPORATION
BY: _Heather A. Connolly_	By: _Verda M Mullins_
NAME: ___Heather A. Connolly___	NAME: _VERDA M. MULLINS_
TITLE: Assistant General Counsel	TITLE: _Senior Manager_
	OSI Contracts

WVA Amend 3.plw

10/29/2001