

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.
 ORACLE01

(original)
 PAGE
 1

BLANKET RELEASE
 00

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

CHANGE ORDER
 3

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

02 ^{D 57}
R 520

VARIOUS AGENCY LOCALES
 AS INDICATED BELOW

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
03/13/2002	NET 30	942871189	MUL
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL - MUL - MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			CHANGE ORDER #03		Purchasing Division's File Copy
			TO AMEND THE MASTER CONTRACT PER THE ATTACHED DOCUMENTATION.		
			EFFECTIVE DATE OF THIS AMENDMENT 02/28/02 - 02/28/03		
			ORACLE HAS ASSIGNED THE INTERNAL IDENTIFIER NUMBER FOR THIS MASTER CONTRACT AS "STATE-209787-01-MAR-01". THIS NUMBER MUST BE ON THE ORDERING DOCUMENT.		
			PLEASE SEE ATTACHED		
			NO OTHER CHANGES		
			APPROVED TO BUYER DATE: 4-29-02		
					WV State Purchasing Division Administration Unit Certified Encumbered ATR 8 8 2002 Army Fairchild
					ENTERED OPEN END
				PREVIOUS PO TOTAL==> PO INCREASE =====>	

MICROFILM

APPROVED FOR
 ONE FISCAL YEAR

Dawn Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Charlyn Miller*
 PURCHASING DIVISION AUTHORIZED SIGNATURE
 304-558-2596

OPEN END
 TOTAL

**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 FOUR
to the
LICENSE AGREEMENT
between
ORACLE CORPORATION
and
STATE OF WEST VIRGINIA

This Amendment Four ("Amendment Four") to the License Agreement ("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 Four is valid from the Effective Date of this Amendment Four through February 28, 2003.

Both parties agree to the following changes to Addendum One:

1. Definitions. Delete Attachment A as specified in Section 1 of Addendum One and replace with Attachment A of this Amendment Four. For purposes of this Amendment Four, "E-Business Global Price List" is defined as Oracle's E-Business Global Price List dated January 11, 2002 and is hereby incorporated into and attached hereto as Attachment A. Customer shall receive the following percentage of discounts to the "Price List". All previous license price lists and discount matrices are hereby null and void.
2. Term of the Addendum. Add the following to Section 2 of Addendum One to the Agreement: The Term of this Addendum has been extended through February 28, 2003
3. Oracle Programs. Delete the discount schedule as specified in Section 3 of Addendum One of the Agreement and replace with the following:

E-Business License and Support Transaction Band	
<u>List License + List Support</u>	<u>E-Business Discounts</u>
\$0 - \$100,000	25%
\$100,001 - \$250,000	30%
\$250,001 - \$375,000	35%
\$375,001 +	40%

4. Migration Matrix. For purposes of this Amendment Four, "Migration Matrix" is defined as Oracle's E-Business Migration Matrix, dated June 15, 2001(revised) and is hereby incorporated into and attached hereto as Attachment B. All previous migration matrices are hereby null and void.
5. CD Packs. The price for each CD pack acquired under this Amendment Four will be \$39.95 and the price will remain valid through February 29, 2003.
6. Ordering Document. Delete the Sample Ordering Document as set forth in Addendum One and replace with the attached Sample Ordering Document (Attachment C).

Attachments: Attachment A: Oracle's E-Business Global Price List, dated January 11, 2002
Attachment B: E-Business Migration Matrix, dated June 15, 2001(revised)
Attachment C: Oracle's Sample Ordering Document

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

The Effective Date of this Amendment Four is _____, 2002.

STATE OF WEST VIRGINIA

BY: [Signature]

NAME: Pony T. Naynie

TITLE: Pres. Gov. Counsel

ORACLE CORPORATION

By: [Signature]

NAME: Verda M. Mullins

TITLE: Senior Manager

GET contracts

e-Business Migration Matrix

Effective Date: 15-June-2001 (revised)

Technology

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	List of new pricing configuration (Less e-business discount) (Less net fees paid for converted	List of new pricing configuration (Less e-business discount) (Less net fees paid for converted

basis.	licenses) = New net license fees Must verify net fees paid.	licenses) = New net license fees Must verify net fees paid.
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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 Oracle 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.
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 Oracle for instruction.



Sample Ordering Document

Your Name:
Your Location:

Contract Administrator:
Phone:
Fax:
Email Address:

Technical Contact:
Phone:
Fax:
Email Address:

ORACLE CONTRACT INFORMATION

Agreement: West Virginia State Contract
Agreement Name: State-209787-01-Mar-01 (Oracle01)

This Ordering Document incorporates by reference the terms of the agreement specified above ("agreement").

A. PROGRAMS

You have ordered the program licenses described herein 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

CD Packs:

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. Technical Support. Technical Support consists of Update Subscription Service, Product Support and/or other Technical Support services you may have ordered. Fees for Technical Support are due and payable quarterly in arrears. Technical Support is effective upon the Effective Date of this Ordering Document.
2. Miscellaneous. 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, Oracle shall deliver to the address specified by you on your purchasing document or where the purchasing document does not indicate a ship to address, 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 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 Oracle will provide a replacement copy thereof, under Oracle's then-current technical support policies, for a media and shipping charge. The following shipping terms shall apply: FCA Shipping Point, Prepaid, and Add. These terms shall also apply to any options exercised by you.

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 Oracle and do not require you to purchase Oracle's consulting services.

C. OTHER

1. Customer Reference. In consideration of the discounts granted to you under this ordering document, Oracle may refer to you as a customer in sales presentations, marketing vehicles and activities. In addition, you agree to become part of Oracle's reference program which recognizes Oracle's customers worldwide for innovation and leadership through marketing and networking opportunities.

2. Fiscal Funding. 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.

This quote is valid through _____, 2002 and shall become binding upon execution by Customer and acceptance by Oracle.

STATE OF WEST VIRGINIA

Signature: _____
Name: _____
Title: _____
Effective Date: _____

ORACLE CORPORATION

Signature: _____
Name: _____
Title: _____

SHIPMENT SUMMARY:

CD PACK

PROGRAMS

CSI NUMBER

ORACLE®

E-Business Global Price List
January 11, 2002

Oracle Database

	Named User License	Processor License
Database Products		
Oracle Database		
Standard Edition 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 ¹	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	-	35,000
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, SAP, CICS 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. If licensing by Named User, the minimum is 5 Named Users.

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 precompilers 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

Prices in USA (Dollar)

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	2
iPayment	50,000	Processor	2
TeleSales	2,995	Application User	10
Collections	1,195	Application User	10
Sales Online	3,995	Application User	10
Option: Mobile Sales	1,495	Application User	10
Option: Wireless Option for Sales	295	Application User	10
Quoting	1,195	Application User	10
Partners Online	995	Partner User	10
Sales Intelligence	1,495	Application User	10
Incentive Compensation	495	Compensated Individual	10
Order Fulfillment			
Order Management ³	0,600	Order Line	50,000
Option: Release Management ^{1,3}	0,200	Order Line	50,000
Advanced Pricing ³	0,200	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
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 ^{6,10}	1,500	\$M Cost of Goods Sold	60
Procurement			
Purchasing ²	3,995	Application User	5
iProcurement	5	Purchase Line	5,000
Purchasing Intelligence	3,000	Purchase Line	5,000
iSupplier Portal	1,000	Purchase Line	5,000
Exchange Marketplace ⁶	5,000	\$M Annual Transaction Volume	300
Sourcing ¹⁰	5,000	\$M Annual Transaction Volume	20
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
Maintenance Management			
Enterprise Asset Management (Price approved in advance of availability)	5,995	Application User	10

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

Prices in USA (Dollar)

	License Price	Licensing Metric	Minimum
Service			
iSupport	50,000	Processor	2
TeleService	2,995	Application User	10
Service Online	2,995	Application User	10
Option: Depot Repair	995	Application User	10
Option: Spares Management	995	Application User	10
Option: Wireless Option for Service	595	Application User	10
Advanced Service Online (Price approved in advance of availability)	3,995	Application User	10
Advanced Scheduler	695	Field Technician	10
Mobile Field Service	1,995	Field Technician	10
Quality Online	2,995	Application User	10
Service Intelligence	1,495	Application User	10
Customer Intelligence	50	Employee	100
CRM Data Model	4,995	Application User	10
Contracts			
Sales Contracts (Price approved in advance of availability)	5,995	Application User	10
Service Contracts	5,995	Application User	10
Rights Contracts	5,995	Application User	10
Project Contracts	5,995	Application User	10
Contracts Intelligence (Price approved in advance of availability)	1,495	Application User	10
Projects			
Project Costing ²	3,995	Application User	5
Project Billing	2,995	Application User	5
Internet Time	125	Application User	50
Project Resource Management	395	Person	25
Product Development Exchange ⁶	1,995	Application User	250
CADView-3D (Price approved in advance of availability)	995	Application User	100
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	500
Balanced Scorecard	95	Employee	500
Human Resources			
Human Resources	60	Person	100
Self-Service Human Resources	25	Person	100
Payroll	60	Person	500
Time and Labor	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, Sales Contracts, Service Contracts, Rights Contracts, Project Contracts, Discrete Manufacturing, and Process Manufacturing)			
iLearning ⁴	30	Trainee	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 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

Prices in USA (Dollar)

	License Price	Licensing Metric	Minimum
Application Technologies			
Interaction Center			
Advanced Inbound	995	Workstation	50
Advanced Outbound	995	Workstation	50
Scripting	595	Workstation	50
eMail Center	1,995	Workstation	50
Interaction Center Intelligence	595	Workstation	50
iMeeting (price approved in advance of availability)	50,000	Processor	2
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
Telco Provisioning ³	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			
Performance Analyzer	70	Employee	1,000
Transfer Pricing	70	Employee	1,000
Transfer Pricing Online	750	Application User	5
Budgeting and Planning	3,000	Application User	5
Risk Manager	60	Employee	1,000
Financial Data Manager	200,000	Computer	1
Financial Services Provisioning	0.2000	Service Order Line	50,000
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 5% of Perpetual License per month (2% for Computer Services and 3% for Administration Services), subjected to the Hosting Discount Schedule available on <http://esource.oraclecorp.com>
- ⁵ The number of Applications Users for Tutor for Applications must match the number of Application Users of each Application for which the customer is using Tutor. If the application is licensed with a metric based on all the individuals in an organization, i.e., Person, Employee, then everyone in the LOB or organization must be licensed using the Self Service Tutor for Applications. If the application is licensed with any other metric, i.e., Purchase Line, Order Line, then the number of Application Users for Tutor for Applications must match the number of Application Users that the customer would have licensed for the application, had this metric been available.
- 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.
- ¹⁰ Shared Services hosting is also available for this product at 1% of Perpetual License per month, subjected to the Hosting Discount Schedule available on <http://esource.oraclecorp.com>

Oracle Education Subscription

Prices in USA (Dollar)

Subscription	Licensing Metric	Frequency	Minimum
Learning Network ¹	349 Hosted Named User	Yearly	1
iLearning ²	99 Hosted Named User	3 Months	1
	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.

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 an individual authorized by you to use the Oracle Partners Online program which is installed on a single server or on multiple servers regardless of whether the individual is actively using the Oracle Partners Online program 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).

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

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 OracleMetaLink 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>

ORACLE MASTER CONTRACT Usage Instructions (Modified 02/15/02)

This Master Contract covers software licenses and technical support and will be available for use by all State agencies and county and local entities. This Master Contract covers licensing terms for Oracle's Database products, Oracle's Integration products, Oracle Rdb products, Oracle E-Business Suite application software, and Oracle Education subscriptions.

Oracle's E-Business Suite application products are not standard base products used by State agencies and must be competitively bid using standard purchasing procedures. If Oracle application software is part of the winning bid, the Oracle software licensing and support will be governed by the terms and conditions of this Master Contract.

ORDERING INSTRUCTIONS:

Software licenses and support for Oracle's Database products, Integration products, Rdb products, and Education subscriptions may be acquired under this contract as sole source purchases using the following procedures:

1. The agency will contact Oracle to request a cost estimate for the software license or support they wish to acquire.
2. Oracle Corporation will provide the State entity with an Ordering Document (as attached) which is to be signed by Oracle and the State agency.
3. The State entity will prepare a Blanket Release Order showing the Oracle components listed on the Ordering Document and the price for each.

If Ordering Document is less than \$10,000:

The State entity will send the Blanket Release Order and a copy of the signed Ordering Document directly to Oracle Corporation. The State entity will also be required to send a copy of the package to the attention of IS&C's Oracle Master Contract Coordinator.

If Ordering Document is more than \$10,000:

State agencies will be required to send the Blanket Release Order and the signed Ordering Document to IS&C's Consulting Services for review. IS&C will review the procurement and forward it on to the GOT Office for approval. The GOT representative will send the State agency an approval letter to be maintained in the agency's files and sent with the invoice to the State Auditor's Office. IS&C's Consulting Services is responsible for insuring that the Oracle Master Contract Coordinator receives a copy of the package.

After approval is obtained from the GOT Office, the State entity will send the Blanket Release Order and a copy of the signed Ordering Document directly to Oracle Corporation.

NOTE: County and local entities are not required to obtain GOT approval but should send a copy of any orders to IS&C's Oracle Master Contract Coordinator.

Oracle Representatives Contact Information:

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