



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

Purchase Order

PURCHASE ORDER NO.
 ORACLE01

PAGE
 1

BLANKET RELEASE
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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
 5

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

VARIOUS AGENCY LOCALES AS INDICATED BELOW

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

*709065834 01 703-364-2657
 ORACLE CORPORATION
 1910 ORACLE WAY
 RESTON VA 20190

DATE PRINTED 08/02/2004	TERMS OF SALE NET 30	FEIN/SSN 942871189	FUND MUL
SHIP VIA BEST WAY	FOB DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL -MUL

LINE	QUANTITY DELIVERY DATE	UOP CAT. NO.	VENDOR ITEM NO. ITEM NUMBER	UNIT PRICE	AMOUNT
0001	02/28/2005	EA	920-49	.00000	
CHANGE ORDER #05 TO AMEND THE MASTER CONTRACT PER THE ATTACHED DOCUMENTATION. EFFECTIVE DATE OF THIS AMENDMENT FROM: 03/01/04 TO: 08/31/05 PLEASE SEE ATTACHED. -----NO ADDITIONAL CHANGES----- ORACLE SOFTWARE AND SERVICES PER THE ATTACHED					
PREVIOUS PO TOTAL==>				OPEN	END
PO NET CHANGE (+)==>					

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

AUG 06 2004

Beverly Tolson

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *B278-304*

OPEN END

TOTAL

CHARLYN MILLER 304-558-2596

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED FOR ONE FISCAL YEAR
[Signature]
 APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

**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 SIX
TO THE
LICENSE AGREEMENT
BETWEEN
ORACLE CORPORATION
AND
STATE OF WEST VIRGINIA

This Amendment Six ("Amendment Six") shall amend the Oracle License Agreement between Oracle Corporation ("Oracle") and the State of West Virginia ("you and your") dated March 21, 2001 (the "agreement"). Should there be any inconsistencies between this Amendment Six and the agreement, this Amendment Six shall take precedence.

The parties hereby agree to amend the agreement as follows:

1. Term. The term of the agreement shall be extended until August 31, 2005.
2. Agreement Pricing and Discounting Terms. The pricing and discounting terms set forth in this Amendment Six are hereby added to the agreement and supersede any and all prior pricing and discounting terms for program licenses and technical support services in the agreement, including, but not limited to exhibits, discount percentages and pricing terms in preceding amendments or other addenda thereto. All prior Price List(s) are hereby deleted and made null and void.
3. Pricing and Discounting Terms for New Program Licenses and First Year Technical Support.

Price List. For purposes of this Amendment Six, "Price List" is defined as Oracle's E-Business Global Price List, dated January 23, 2004, and is hereby incorporated into and attached hereto as **Attachment 1**.

Until August 31, 2005, you may acquire licenses for the programs listed on the Price List provided such programs are available in production release when ordered, and provided you have continuously maintained technical support for your existing licenses, by paying Oracle the fees specified for such licenses on the Price List less the discount determined by the Discount Schedule set forth below. You may also acquire first year Software Updates and first year Product Support for such programs by paying Oracle the fees specified for such services on the Price List less the discount determined by the Discount Schedule set forth below.

4. Discount Schedule. Until August 31, 2005, the following Discount Schedule shall apply to fees listed on the Price List for program licenses, first year Software Updates and first year Product Support for such licenses acquired pursuant to the terms of this Price List Update (the Transaction Band amount shall be determined per order; each order placed pursuant to this schedule shall be considered a separate transaction):

<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%

5. Migration Matrix. For purposes of this Amendment Six, Oracle's E-Business Migration Matrix, dated September 12, 2003 is hereby incorporated into and attached hereto as **Attachment 2** and remains valid for one (1) year from the Effective Date of this agreement. All previous migration matrices are hereby made null and void.
6. License Definitions and Rules. For purposes of this Amendment Six, Oracle's License Definitions and Rules, V020304 is hereby incorporated into and attached hereto as **Attachment 3** and shall apply to all orders for licensing under the Price List defined above. When the Price List (as defined above) is updated or replaced in the agreement, the License Definitions and Rules shall also be updated in the agreement.
7. Ordering Document. Delete the Sample Ordering Document as set forth in the agreement and replace with the attached Sample ordering document (**Attachment 4**).
8. CD Packs. The price for each CD pack acquired under this Amendment Six shall be \$39.95 and the price shall remain valid through August 31, 2005.
9. The following Attachments are incorporated into the Agreement:

- Attachment 1 - Oracle's E-Business Global Price List, dated January 23, 2004
- Attachment 2 - Oracle's E-Business Migration Matrix, dated September 12, 2003
- Attachment 3 - Oracle's License Definitions and Rules, V020304
- Attachment 4 - Oracle Sample Ordering Document

Other than the amended terms set forth above, the terms and conditions of the agreement shall remain unchanged and in full force and effect.

The Effective Date of this Amendment Six is June 29, 2004.

Executed By State of West Virginia:
 Signature: Heather Connolly
 Name: Heather Connolly
 Title: Deputy Cabinet Secretary

Executed by Oracle Corporation:
 Signature: Kathy Klass
 Name: Kathy Klass
 Title: OGRETT Contracts Mgr



E-Business Global Price List
January 23, 2004

	Named User Plus License	Oracle Database Software Updates	Product Support	Processor License	Software Updates	Product Support
Database Products						
Oracle Database						
Standard Edition One ¹⁰	149	22.35	10.43	4,995	749.25	349.65
Standard Edition ^{5,7}	300	45.00	21.00	15,000	2,250.00	1,050.00
Enterprise Edition ^{7a}	800	120.00	56.00	40,000	6,000.00	2,800.00
Personal Edition ⁸	400	60.00	28.00	-	-	-
Life	100	15.00	7.00	-	-	-
Enterprise Edition Options: ²						
Real Application Clusters ⁷	400	60.00	28.00	20,000	3,000.00	1,400.00
Partitioning ⁷	200	30.00	14.00	10,000	1,500.00	700.00
OLAP	400	60.00	28.00	20,000	3,000.00	1,400.00
Data Mining	400	60.00	28.00	20,000	3,000.00	1,400.00
Spatial	200	30.00	14.00	10,000	1,500.00	700.00
Advanced Security	200	30.00	14.00	10,000	1,500.00	700.00
Label Security	200	30.00	14.00	10,000	1,500.00	700.00
Enterprise Managers: ²						
Diagnostics Pack	60	9.00	4.20	3,000	450.00	210.00
Tuning Pack	60	9.00	4.20	3,000	450.00	210.00
Change Management Pack	60	9.00	4.20	3,000	450.00	210.00
Configuration Management Pack	60	9.00	4.20	3,000	450.00	210.00
Internet Application Server ¹						
TopLink	100	15.00	7.00	5,000	750.00	350.00
Java Edition	100	15.00	7.00	5,000	750.00	350.00
Standard Edition ⁷	200	30.00	14.00	10,000	1,500.00	700.00
Enterprise Edition	400	60.00	28.00	20,000	3,000.00	1,400.00
Internet Application Server Standard Edition Options: ¹³						
Identity Management	100	15.00	7.00	5,000	750.00	350.00
Internet Application Server Managers: ¹²						
Diagnostics Pack	60	9.00	4.20	3,000	450.00	210.00
Configuration Management Pack	60	9.00	4.20	3,000	450.00	210.00
Tools						
Internet Developer Suite	5,000	750.00	350.00	-	-	-
Discoverer Desktop Edition	1,000	150.00	70.00	-	-	-
JDeveloper	995	149.25	69.65	-	-	-
Programmer	1,000	150.00	70.00	-	-	-
Collaboration						
Collaboration Suite ⁶	60	10.00	5.00	-	-	-
Perpetual License	15	10.00	5.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-
Perpetual License	11	8.00	3.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-
Perpetual License	11	8.00	3.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-
Perpetual License	11	8.00	3.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-
Perpetual License	11	8.00	3.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-
Perpetual License	11	8.00	3.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-
Perpetual License	11	8.00	3.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-
Perpetual License	11	8.00	3.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-
Perpetual License	11	8.00	3.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-
Perpetual License	11	8.00	3.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-
Perpetual License	11	8.00	3.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-
Perpetual License	11	8.00	3.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-
Perpetual License	11	8.00	3.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-
Perpetual License	11	8.00	3.00	-	-	-

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

	Named User Plus License	Oracle Database Software Updates	Product Support	Processor License	Software Updates	Product Support
Data Warehousing Products						
Express Server	800	120.00	56.00	40,000	6,000.00	2,800.00
Express Analyzer	800	120.00	56.00	-	-	-
Express Objects	5,000	750.00	350.00	-	-	-
Integration Products						
Open System Gateways	-	-	-	15,000	2,250.00	1,050.00
Mainframe Integration Gateways	-	-	-	95,000	14,250.00	6,650.00
Enterprise Integration Gateways	-	-	-	35,000	5,250.00	2,450.00
EDAS/SQL Gateways	-	-	-	120,000	18,000.00	8,400.00
Each Additional EDAS/SQL Driver	-	-	-	60,000	9,000.00	4,200.00
RosettaNet Adapter ¹¹	30,000	4,500.00	2,100.00	-	-	-
Application Adapters ³	30,000	4,500.00	2,100.00	-	-	-
Mainframe and TP-Monitor Adapters ⁴	60,000	9,000.00	4,200.00	-	-	-

¹ If licensing by Named User Plus, the minimum is 10 Named User Plus licenses per Processor.

² Enterprise Edition Options & Enterprise Managers must match the number of licenses of the associated Oracle Database Enterprise Edition. In addition, a minimum of 25 Named User Plus licenses per Processor must be met. Associated Database is defined as the database(s) which is (are) being managed by the option.

³ Application Adapters are licensed per Adapter. Application Adapters are available for: PeopleSoft, SAP, Siebel & JD Edwards.

⁴ Mainframe and TP-Monitor Adapters are licensed per Adapter. Mainframe and TP-Monitor Adapters are available for: CICS, IMS/DB, IMS/MTM, VSAM, and Tuxedo.

⁵ Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 processors. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses. Additionally, it may be licensed on a single cluster of servers supporting up to a maximum of four processors per cluster (2 2-way nodes, 4 1-way nodes, and 1 1-way and 1 3-way).

⁶ 2-Year and 4-Year Term Licenses are not available for Collaboration products. Customers must purchase Software Updates when purchasing Product Support. Outsourcing for Collaboration products is optional for customers purchasing Collaboration product licenses. Customers must purchase Software Updates and Product Support when purchasing Outsourcing. E-Business Discount Schedule applies to License, Software Updates, and Product Support fees. Outsourcing Discount Schedule applies to Outsourcing for Collaboration products. Outsourcing for this product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on <http://essource.oraclecorp.com> for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.

⁷ 3-Year Term License available at 50% of Perpetual License; 5-Year Term License available at 70% of Perpetual License.

⁸ If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.

⁹ Personal Edition provides a maximum of one Named User Plus per database.

¹⁰ Oracle Standard Edition One may only be licensed on servers that have a maximum capacity of 2 processors. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses.

¹¹ RosettaNet Adapter is licensed per Processor.

¹² Internet Application Server Managers must match the number of licenses of the associated Internet Application Server (Excluding TopLink, for which these Manager Packs cannot be licensed). An associated Internet Application Server is defined as the Internet Application Server(s) which is (are) being managed by the option.

¹³ Standard Edition Options must match the number of licenses of the associated Oracle Internet Application Server Standard Edition.

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

Prices in USA (Dollar)

Rdb Products	Oracle Rdb					Processor License	Software Updates	Product Support
	Named User Plus License	Software Updates	Product Support	Processor License	Software Updates			
Rdb Server Products ¹								
Rdb Enterprise Edition	800	120.00	56.00	40,000	6,000.00	2,800.00		
CODASYL DBMS	800	120.00	56.00	-	-	-		
Rdb Server Options:								
TRACE ^{2,3}	100	15.00	7.00	5,000	750.00	350.00		
Rdb Development, Query and Reporting Tools								
Programmer for Rdb ⁴	1,000	150.00	70.00	-	-	-		
CDD/ Repository	5,000	750.00	350.00	-	-	-		
CDD/R Runtime ⁵				5,000	750.00	350.00		

¹ If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.

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

³ TRACE 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; 1-Year Term License at 20% of Perpetual License

E-Business Suite 2003 Bundle		License Price	Software Updates	Product Support	Licensing Metric	Minimum
E-Business Suite 2003 Professional User ¹²		3,995	599.25	279.65	Professional User 2003	10% ¹¹
E-Business Suite 2003 Professional User (external usage) ¹²		995	149.25	69.65	Professional User 2003 - External	1
Component Applications						
Intelligence						
E-Business Intelligence	In Bundle ¹	3,995	599.25	279.65	Application User	10
Balanced Scorecard	*	1,995	299.25	139.65	Application User	20
Financials & Sales Analyzers		1,495	224.25	104.65	Application User	5
Marketing and Sales						
Marketing	In Bundle ¹	4,995	749.25	349.65	Marketing User	10
Trade Management	*	7,990	1,198.50	599.30	Marketing User	20
Option: Advanced Pricing ¹		1,995	299.25	139.65	Marketing User	20
TeleSales	*	5,995	899.25	419.65	TeleSales User	10
Option: Advanced Pricing ¹		1,995	299.25	139.65	TeleSales User	10
Field Sales	*	3,995	599.25	279.65	Field Sales User	10
Quoting		1,195	179.25	89.65	Field Sales User	10
Option: Advanced Pricing ¹		1,995	299.25	139.65	Field Sales User	10
Partner Management ¹⁴		995	149.25	69.65	Partner Organization	100
Proposals ¹⁴		395	59.25	27.65	Application User	25
Incentive Compensation		495	74.25	34.65	Compensated Individual	10
Order Management						
Order Management ³	In Bundle ¹	3,995	599.25	279.65	Order Management User	5
Order Management ³	*	0,200	0,030	0,014	Electronic Order Line	100,000
Option: Advanced Pricing ¹		1,995	299.25	139.65	Order Management User	10
Option: Release Management ¹		0,100	0,015	0,007	Electronic Order Line	100,000
Configurator ⁴		0,200	0,030	0,014	Electronic Order Line	100,000
iStore ⁴		150,000	22,500.00	10,500.00	Processor	1
		50,000	7,500.00	3,500.00	Processor	2
Logistics						
Inventory Management	In Bundle ¹	3,995	599.25	279.65	Inventory/Shipping User	5
Option: Mobile Supply Chain Applications ^{1,15}	*	1,495	224.25	104.65	Inventory/Shipping User	5
Option: Warehouse Management ^{1,15}		3,000	450.00	210.00	Inventory/Shipping User	20
Option: Transportation ^{1,4,15,16}		1,995	299.25	139.65	Inventory/Shipping User	20
Supply Chain Planning						
Advanced Supply Chain Planning		1,500	225.00	105.00	\$M Cost of Goods Sold	60
Option: Constraint Based Optimization ¹		375	56.25	26.25	\$M Cost of Goods Sold	60
Inventory Optimization		750	112.50	52.50	\$M Cost of Goods Sold	60
Global Order Promising		300	45.00	21.00	\$M Cost of Goods Sold	60
Demand Planning		600	90.00	42.00	\$M Cost of Goods Sold	60
Collaborative Planning ¹⁴		500	75.00	35.00	\$M Cost of Goods Sold	60
Procurement						
Purchasing ²	In Bundle ¹	3,995	599.25	279.65	Purchasing User	5
Option: Sourcing ¹	*	7,995	1,199.25	599.65	Purchasing User	5
Option: iSupplier Portal ¹		7,995	1,199.25	599.65	Purchasing User	5
iProcurement		5	0.7500	0.3500	Purchase Line	5,000
Exchange Marketplace ⁶		5,000	750.00	350.00	\$M Annual Transaction Volume	300
Manufacturing						
Discrete Manufacturing ²	In Bundle ¹	3,995	599.25	279.65	Manufacturing User	10
Option: Mobile Supply Chain Applications ^{1,15}	*	1,495	224.25	104.65	Manufacturing User	10
Option: Flow Manufacturing ^{1,15}		2,995	449.25	209.65	Manufacturing User	10
Option: Manufacturing Scheduling ^{1,15}		1,495	224.25	104.65	Manufacturing User	10
Process Manufacturing ²	*	3,995	599.25	279.65	Manufacturing User	10

Updated: 23-JAN-2004
 4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License
Oracle Confidential

Oracle E-Business Suite

	License Price	Software Updates	Product Support	Licensing Metric	Minimum
Maintenance Management					
Enterprise Asset Management	3,995	599.25		EAM User	10
Self-Service Work Requests	495	74.25		EAM User	10
Service					
TeleService					
Service Contracts	3,995	599.25		Application User	10
Field Service	5,995	899.25		Application User	10
Option: Spares Management ¹	2,995	449.25		Field Technician	20
Option: Advanced Scheduler ^{1,14}	995	149.25		Field Technician	50
Option: Mobile Field Service ¹⁴	1,495	224.25		Field Technician	50
Depot Repair	895	149.25		Field Technician	50
iSupport ⁴	3,995	599.25		Application User	10
	50,000	7,500.00		Processor	2
Projects					
Project Costing ²					
Option: Project Billing ¹⁷	3,995	599.25		Application User	5
Project Resource Management	2,995	449.25		Application User	5
Project Collaboration ¹⁴	195	29.25		Person	50
Project Management ¹⁴	295	44.25		Application User	50
Project Contracts	795	119.25		Application User	25
	5,995	899.25		Application User	10
Product Lifecycle Management					
Advanced Product Catalog ¹⁴	995	149.25		Application User	50
CADView-3D	995	149.25		Application User	100
Financial					
Financials ²					
Option: Activity Based Management ^{1,10}	3,995	599.25		Financials User	5
Advanced Collections	1,195	179.25		Financials User	40
Internet Expenses	1,195	179.25		Financials User	10
iReceivables	5	0.3500		Expense Report	1,000
Treasury	50	7.50		1K Invoice Line	20
Internal Controls Manager ¹⁴	24,995	3,749.25		Application User	4
	30	4.50		Employee	500
Human Resources					
Human Resources	50	7.50		Person	100
Self-Service Human Resources	35	5.25		Person	100
Advanced Benefits	40	6.00		Person	500
iRecruitment	50	7.50		Person	500
Training Administration	30	4.50		Trainee	100
iLearning	30	4.50		Trainee	100
Payroll	60	9.00		Person	500
Time and Labor ¹⁴	35	5.25		Person	100
HR Intelligence	25	3.75		Person	100
Data Librarian					
Customer Data Librarian ¹⁴	5,995	899.25		Application User	5
Customers Online ¹⁴	100	15.00		Application User	500
Interaction Center Technology					
Advanced Inbound Telephony	995	149.25		Workstation	50
Advanced Outbound Telephony	995	149.25		Workstation	50
Scripting	595	89.25		Workstation	50
eMail Center	1,995	299.25		Workstation	50

¹4-Year Term License at 60% of Perpetual License; ²2-Year Term License at 35% of Perpetual License; ¹⁰1-Year Term License at 20% of Perpetual License

Oracle E-Business Suite

	License Price	Software Updates	Product Support	Licensing Metric	Minimum
Other					
Customer Model ¹⁴	2,995	449.25	209.65	Application User	10
Tutor for Applications ⁵	495	74.25	34.65	Application User	5
Self-Service Tutor for Applications ⁵	20	3.00	1.40	Employee	5
Applications Read-Only User ⁵	1,485	224.25	104.65	Application Read-Only User	1
<i>(for Financials, Purchasing, Project Costing, Service Contracts, Project Contracts, Discrete Manufacturing, and Process Manufacturing)</i>					
Vertical Applications					
Communications/Utilities					
CRL Financial Management ⁸	249,995	37,499.25	17,499.65	Module	1
Network Logistics (Network Asset Tracking) ⁸	0.2500	0.0375	0.0175	Per Subscriber Thereafter	1
Telco Provisioning ⁸	249,995	37,499.25	17,499.65	1st 200,000 Subscribers	1
Number Portability ⁸	249,995	37,499.25	17,499.65	Per Subscriber Thereafter	1
	1.50	0.2250	0.1050	Module	1
	249,995	37,499.25	17,499.65	Per Subscriber Thereafter	1
	10	1.50	0.7000	Ported Number/Year	1
Public Sector/University					
Student System ¹⁴	115	17.25	8.05	FTE Student	3,000
Financial Aid ¹⁴	30	4.50	2.10	FTE Student	3,000
Student Recruiting ¹⁴	30	4.50	2.10	FTE Student	3,000
Grants	3,995	599.25	279.65	Application User	5
Financial Services					
Performance Analyzer	70	10.50	4.90	Employee	1,000
Transfer Pricing	70	10.50	4.90	Employee	1,000
Transfer Pricing Online	760	112.50	52.50	Application User	5
Budgeting and Planning	3,000	450.00	210.00	Application User	5
Risk Manager	60	9.00	4.20	Employee	1,000
Financial Data Manager	200,000	30,000.00	14,000.00	Computer	1
Financial Services Provisioning	0.2000	0.0300	0.0140	Service Order Line	50,000
Lease Management ^{13,14}	2,000	300.00	140.00	\$M Managed Assets	500
Health Care					
Adverse Event Reporting System	15,000	2,250.00	1,050.00	Application User	5
Clinical	15,000	2,250.00	1,050.00	Application User	5
Option: Distributed Study Conduct	3,000	450.00	210.00	Application User	5
Remote Data Capture ⁹	9	1.35	0.6300	CRF Page	10,000
Thesaurus Management System ⁷	10,000	1,500.00	700.00	Application User	9
Thesaurus Management System - Read-Only ⁷	9,000	1,350.00	630.00	Application User	1
Clinical TrialMinder ¹⁴	1,000	150.00	70.00	Application Read-Only User	5
Clinical SiteMinder ¹⁴	5,000	750.00	350.00	Application User	10
Healthcare Transaction Base ^{4,14}	5,000	750.00	350.00	Application User	10
	1,000	150.00	70.00	Named User Plus	50
	100,000	15,000.00	7,000.00	Processor	1
High Tech					
Shop Floor Management	4,995	749.25	349.65	\$M Cost of Goods Sold	30
Supply Chain Trading Connector for RosettaNet ¹⁴	50,000	7,500.00	3,500.00	Plp	2
Aerospace, Defense and Transportation					
Complex Maintenance, Repair & Overhaul ¹⁴	14,995	2,249.25	1,049.65	Application User	10

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

Oracle E-Business Suite

- ¹ An option must be licensed at the same level as its parent. Example: number of Flow Manufacturing users = number of Discrete Manufacturing users. If the parent has multiple metrics, the option must be licensed at the same level as its parent for each metric. Example: number of Advanced Pricing users = number of Order Management users AND number of Advanced Pricing Electronic Order Lines = number of Order Management Electronic Order Lines.
- ² Primary Usage: is defined as each 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 Users you are licensing for each application. Primary Usage of one of the applications listed above provides the 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 Order Management is licensed based upon the number of application users AND the number of order lines entered from any source other than those entered by licensed Order Management Users. Order Management applies to order lines originating in Store, Quoting, EDI/XML transactions, legacy applications or any other source. (Order lines entered manually by the licensed Order Management users are covered under the Order Management User license)
- ⁴ For the purpose of licensing this program (except Healthcare Transaction Base), only the processors on which 9AS Standard Edition and/or Enterprise Edition and this program are running are counted for the purpose of determining the number of processors required to license this program. For the purpose of licensing Healthcare Transaction Base, only the processors on which 9AS Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of processors required to license this program.
- 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 Separate Remote Data Capture licenses are required for remote site-based data entry. In-house entry users require Clinical licenses. Remote Data Capture is licensed by Application User when the annual CRF Page volume cannot be estimated, or if it is more cost effective.
- ¹⁰ If the customer is running Activity Based Management in conjunction with a 3rd party Financials application, and not Oracle Financials, then licenses of Oracle Financials are not required.
- ¹¹ The customer is required to maintain Professional User 2003 licenses for at least 10% of the employee population.
- ¹² The official source for the total company employee population is the company's annual report for publicly held companies. For private firms, this information must be verified in writing by a person who is authorized to make such a representation on the firm's behalf
- ¹³ A company may not license the E-Business Suite 2003 at the division level, unless it has wholly owned subsidiaries. Lines of Business, Departments, and Organizations within a company are not eligible for the E-Business Suite 2003 pricing regardless of whether they meet the minimum licensing requirements
- ¹⁴ If a company's employee population grows by 10% or more and the company is no longer meeting the minimum license requirements, the company will need to purchase incremental user licenses to satisfy the 10% requirement
- ¹⁵ Once minimums are satisfied, they are not required to be met in subsequent purchases.
- ¹⁶ Customers who licensed Oracle applications under the E-Business Suite pricing model can continue to purchase licenses per pages 5 and 6 of the March 7, 2003 price list. This rule applies also to customers who do not have a price hold.
- ¹⁷ If Managed Assets are \$10 billion or less, the price per \$M in Managed Assets is 2,000. If Managed Assets are greater than \$10 billion, the price per \$M in Managed Assets for the first 10,000 licenses is 2,000, and the price per \$M in Managed Assets for each additional license is 1,000.
- ¹⁸ This product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on <http://resource.oraclecorp.com> for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.
- ¹⁹ Where Inventory Management is licensed across multiple plants or warehouses, the Inventory Management options (Mobile Supply Chain Applications, Warehouse Management, Transportation) can be licensed individually for each plant/warehouse. Within each plant/warehouse using the inventory option, the option must be licensed at the same user count as Inventory Management.
- ²⁰ Where Discrete Manufacturing is licensed across multiple plants, the Discrete Manufacturing options (Mobile Supply Chain Applications, Flow Manufacturing, Manufacturing Scheduling) can be licensed individually for each plant. Within each plant using the Manufacturing option, the option must be licensed at the same user count as Discrete Manufacturing.
- ²¹ Where Projects is licensed across many lines of business, the Project Billing option to Project Costing can be licensed individually for each line of business using the Oracle Projects solution. Within each line of business using the Project Billing option, the option must be licensed at the same user count as Project Costing.
- ²² If the customer is running Transportation in conjunction with a 3rd party Inventory Management application, and not Oracle Inventory Management, then licenses of Oracle Inventory Management are not required and the customer must count the number of Oracle Order Management users as a proxy for determining the required number of Inventory/Shipping Users licenses needed for Transportation.

Oracle Education Subscription			
Subscription	Licensing Metric	Frequency	Minimum
48	Hosted Named User	Yearly	\$5,000

Learning Subscription ¹

¹ At the minimum, the customer must license a number of Named Users and Months that are equal to 5,000 USA (Dollar).

DEFINITIONS

Named User Plus: 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 plus in addition to all individuals authorized to use the programs. If such devices can access the programs, it is assumed that they are also authorized to use the programs. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

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.

Professional User 2003: is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. Professional Users 2003 are allowed to manually enter orders directly into the programs but any orders entered electronically into Order Management from other sources must be licensed separately.

Professional User 2003 - External: is defined as an individual, who is not your employee, contractor or subcontractor, authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. Professional Users 2003 - External are allowed to manually enter orders directly into the programs but any orders entered electronically into Order Management from other sources must be licensed separately.

Application User, Field Sales User, Financials User, Inventory/Shipping User, Marketing User, Purchasing User, TeleSales User, Enterprise Asset Management (EAM) User: is defined as an individual authorized by you to use the application licensed 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. If you license the Self Service Work Request option in conjunction with EAM, you are required to maintain licenses for the equivalent number of EAM Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion date for your entire employee population.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the following application programs for which you have also acquired non-read only application user licenses: Financials, Purchasing, Project Costing, Service Contracts, Project Contracts, Discrete Manufacturing and Process Manufacturing.

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle programs.

Collaboration Program User: is defined as an individual authorized by you to use the 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. For the purposes of counting and licensing the number of Web Conferencing users, a Collaboration Program User, within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

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 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.

Electronic Order Line: is defined as the total number of distinct electronic order lines entered electronically into the Oracle Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003, or Professional Users 2003-External) during a 12-month period. This includes order lines originating as external EDI/MAN transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12-month period.

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 entities 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 Expenses 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, including the dispatchers, to the field using the programs.

FTE Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

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 Management User: is defined as an individual authorized by you to use the applicable licensed 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. Order Management Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

Partner Organization: is defined as an external third party business entity that provides value-added services in marketing and selling your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

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. For Internal Time, a person is defined as an individual who is charging a project.

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 Procurement, Purchase Lines are counted as all line items on an approved requisition created in Procurement. For Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through this application. 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 Procurement could be a smaller number than for Purchasing Intelligence).

RosettaNet Partner Interface Processes (RPIPs): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant e-Business Suite Application(s) are provided. Each preconfigured RPIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

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.

Subscriber: is defined as (a) a working telephone number for all wireless 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; revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

Supplier: is defined as all 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.

\$M In Managed Assets: is defined as one million U.S. dollars of the following total: (1) Book value of investments in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the program, plus (4) Book value or non-earning assets, owned or managed for others, which were previously leased and active on the program, including assets from term terminated leases and repurchased assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the program, then sold within the previous 12 months.

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 automatically.

ORACLE SUPPORT SERVICES

Oracle Support Services (OSS) offers the following programs: Software Updates to provide customers with the right to Oracle product upgrades, Oracle Product Support for 24x7 support of all Oracle products, and Oracle Advanced Product 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.

Software Updates (formerly known as Update Subscription)

Software Updates 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. Prices shown on this price list are annual fees and apply to both perpetual and term licenses.

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 is a prerequisite. Prices shown on this price list are annual fees and apply to both perpetual and term licenses.

Advanced Product Support

Advanced Product Support is designed to provide an enhanced level of support to Oracle customers. Advanced Product Support delivers tailored, flexible support solutions built to meet the customers' specific business requirements. Advanced Product 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 Advanced Product 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

Incident Server Support Packages

- Oracle Database Server Support Packages provide incident-based web support for the following limited product sets:
 - Oracle Database Enterprise Edition, Oracle Database Standard Edition, Partitioning, Real Application Clusters
 - Oracle Application Server Support Package (1,000 USA (Dollar) for 10 incidents on one server); Internet Application Server Enterprise Edition, Internet Application Server Standard Edition

With the purchase of Incident Support and Incident Server Support Packages, customers receive access to OracleMetalink, which provides 24x7 web-based technical support, including web-based Technical Assistance Requests.

Customer Support Services, Policies and Definitions

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

ORACLE OUTSOURCING

Oracle offers complete application, database, and hardware management services, which can help lower a customer's IT maintenance costs and increase support resolution time.

Administration Services

Administration Services are system administration, application technology management and monitoring activities provided remotely by Oracle for licensed Oracle programs. Administration Services are contracted on yearly terms; the billing is annual in advance. Customers purchasing outsourcing for either E-Business Suite or Technology Online must meet the minimum annual net fees for Administration Services of 48,000 USA (Dollar) and minimum monthly net fees of 4,000 USA (Dollar). Customers purchasing outsourcing for both E-Business Suite and Technology Online must meet the minimum annual net fees for Administration Services of 98,000 USA (Dollar) and minimum monthly net fees of 9,000 USA (Dollar). Prices shown on this price list are monthly fees and apply to both perpetual and term licenses.

Computer and Administration Services

Computer Services must be sold together with Administration Services. Computer and Administration Services are system administration, application technology management, and monitoring activities for licensed Oracle programs that are provided by Oracle from a data center hosting facility to which the customer has remote applications access. Computer and Administration Services are contracted on yearly terms; the billing is annual in advance. Customers purchasing outsourcing for either E-Business Suite or Technology Online must meet the minimum annual net fees for Computer and Administration Services of 72,000 USA (Dollar) and minimum monthly net fees of 6,000 USA (Dollar). Customers purchasing outsourcing for both E-Business Suite and Technology Online must meet the minimum annual net fees for Computer and Administration Services of 144,000 USA (Dollar) and minimum monthly net fees of 12,000 USA (Dollar). Prices shown on this price list are monthly fees and apply to both perpetual and term licenses.

E-Business Migration Matrix

Last Updated: 12-SEP-2003

OVERVIEW

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

1. Customers may not migrate older user-based licenses (Named User-Order Form, Named User-Single Server, Named User-Network License, Named User-Multi Server, Named User, Concurrent Device-Order Form, Concurrent Device-Network License, Concurrent User-Order Form, Concurrent User-Network License, Developer-Order Form, Developer-Network License) to Named User Plus licenses and then upgrade them to Processor licenses according to the General Migration & Upgrade Policies. For example, customers may not migrate 80 Named Users - Single Server to 80 Named Users Plus and then upgrade to Processor using a list/list calculation. Older user-based licenses must be migrated to Processor licenses directly using the ratios below. Any exception to this policy requires the approval of HQAPP.
2. Program-specific migrations are governed by the terms set forth in the applicable Program Specific Migration policy document. They are not determined using the E-Business Migration Matrix unless expressly stated in the applicable Program Specific Migration policy document.
3. You should encourage your customers to migrate entire License Sets as defined by the License Set definition. A License Set includes all licenses of a particular program and all technically dependent programs (e.g., Database and options or Applications and options). Partial migrations may impair your customers' ability to take full advantage of the new model and creates additional complexity in managing their Oracle licenses (e.g., matching license usage to a specific agreement, counting users licensed under different metrics, and staying in compliance as new users and programs are added). Please review the General Migration & Upgrade Policies specific to migrating a subset of the entire License Set.
4. When upgrading or migrating licenses, the customer must maintain at least the same number of licenses. If the customer does not wish to maintain the same number of licenses and reduces the number of licenses as part of the upgrade or migration, the customer will only be allowed to apply a net or list credit based on the number of licenses being upgraded or migrated. In addition, the migration or upgrade will be subject to Oracle's license termination and cancellation policies. Any exceptions require the approval of HQAPP.

TABLE OF CONTENTS

Technology
Applications
Change Record

ATTACHMENT 2

Technology

Metric Migration From:	To: Per Processor	To: Named User Plus	To: Other License Metrics
Named User - Order Form	150:1	1:1 Charge for additional users if license minimums are not met.	Collaboration Program User 1:1
Named User - Single Server	150:1	1:1 Charge for additional users if license minimums are not met.	Collaboration Program User 1:1
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.	Collaboration Program User 1:1
Named User - Multi Server	150:1	1:1 Charge for additional users if license minimums are not met.	Collaboration Program User 1:1
Named User	150:1	1:1 Charge for additional users if license minimums are not met.	Collaboration Program User 1:1
Named User Plus	See General Migration & Upgrade Policies.	N/A	Collaboration Program User 1:1
Concurrent Device - Order Form	75:1	1:2 Charge for additional users if license minimums are not met.	N/A
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.	N/A
Concurrent User - Order Form	75:1	1:2 Charge for additional users if license minimums are not met.	N/A

ATTACHMENT 2

Concurrent User - 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.	N/A
Developer - Network License	N/A	1:1	N/A
Developer - Order Form	N/A	1:1	N/A
Per Processor	1:1	N/A	N/A
Universal Power Unit	1000:1	N/A	N/A
Power Unit - Intel	1000:1	N/A	N/A
Power Unit - RISC	650:1	N/A	N/A
Power Unit	650:1	N/A	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.	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, Deployment, and Web Specific 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 migrated licenses exceed the list price of the new pricing configuration.
4	The Technology 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 <u>E-Business Global Price List Supplement</u> 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.

ATTACHMENT 2

5 Provided all licenses for the applicable program are being migrated, if the migration results in a fraction, standard rounding rules apply. E.g., 1500 UPU's rounds up to 2 Processors, and 1499 UPU's rounds down to 1 Processor. Please consult the General Migration & Upgrade Policies for more information about rounding rules.

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 Metrics
Named User	1:1	N/A	Enterprise Asset Management User 1:1 Field Sales User 1:1 Financials User 1:1 Inventory/Shipping User 1:1 Manufacturing User 1:1 Marketing User 1:1 Order Management User 1:1 Purchasing User 1:1 TeleSales User 1:1
Concurrent Device	1:2	N/A	Enterprise Asset Management User 1:2 Field Sales User 1:2 Financials User 1:2 Inventory/Shipping User 1:2 Manufacturing User 1:2 Marketing User 1:2 Order Management User 1:2 Purchasing User 1:2 TeleSales User 1:2
Concurrent User	1:2	N/A	Enterprise Asset Management User 1:2 Field Sales User 1:2 Financials User 1:2 Inventory/Shipping User 1:2 Manufacturing User 1:2 Marketing User 1:2 Order Management User 1:2 Purchasing User 1:2

ATTACHMENT 2

			TeleSales User 1:2
Read - Only User	N/A	1:1	N/A
Casual User	N/A	1:1	N/A
Application User	1:1	N/A	Enterprise Asset Management User 1:1 Field Sales User 1:1 Financials User 1:1 Inventory/Shipping User 1:1 Manufacturing User 1:1 Marketing User 1:1 Order Management User 1:1 Purchasing User 1:1 TeleSales User 1:1
Processor	N/A	N/A	Processor 1:1
Commissioned Agent	N/A	N/A	Compensated Individual 1:1
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 <u>E-Business Global Price List Supplement</u> 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 migrated licenses exceed the list price of the 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.



License Definitions and Rules

Definitions and License Metrics

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle programs.

\$M Annual Transaction Volume: is defined as one million U.S. dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by you and others during the applicable year of the Oracle Exchange Marketplace 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.

Applications National Language Support (NLS) Supplement CD Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement CD Pack have been translated. For existing supported customers, MetaLink has information on which products have been translated for the supported languages (<http://metalink.oracle.com>). For new or unsupported customers, please contact your Oracle Account Manager for this information.

Application User, Enterprise Asset Management (EAM) User, Field Sales User, Financials User, Inventory/Shipping User, Marketing User, Manufacturing User, Purchasing User, TeleSales User: is defined as an individual authorized by you to use the applicable licensed 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. If you license the Self Service Work Request option in conjunction with EAM, you are required to maintain licenses for the equivalent number of EAM Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the following application programs for which you have also acquired non-read only application user licenses: Financials, Purchasing, Project Costing, Sales Contracts, Service Contracts, Project Contracts, Discrete Manufacturing and Process Manufacturing.

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 Page licenses from Oracle.

Collaboration Program User: is defined as an individual authorized by you to use the 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. For the purposes of counting and licensing the number of Web Conferencing users, a Collaboration Program User within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

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.

\$M Cost of Goods Sold: is defined as one million U.S. dollars in 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.

ATTACHMENT 3

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003, or Professional Users 2003 - External) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

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.)

Employee User: is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. Your human resource personnel that require access to the Oracle Self Service Human Resources program may not be licensed as Employee Users, but must be licensed as Professional Users. Additionally, your technical support personnel that require access to the Oracle iSupport program may not be licensed as Employee Users, but must be licensed as Professional Users.

Expense Report: is defined as the total number of expense reports processed by Internet Expenses 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, including the dispatchers, to the field using the programs.

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

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.

iLearning Subscription: is defined as a web based learning environment that is made available to you subject to the terms of this agreement and Oracle's iLearning Subscription Policies. Oracle's iLearning Subscription Policies may be accessed at <http://oracle.com/contracts>, and may be updated by Oracle from time to time without notice to you.

Implementation Services, Packaged Methods, Architecture Services, Accelerator Services, Assessment Services and Workshops:

Each Implementation Service, Packaged Method, Architecture Service, Accelerator Service, Assessment Service and Workshop is provided subject to the statement of obligation for that particular offering and Oracle's consulting services policies. Oracle's consulting services policies may be accessed at <http://oracle.com/contracts>, and are subject to change.

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 Oracle.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue which may be accessed at <http://oracle.com/contracts> under the terms specified therein. Learning Credits may only be used to acquire products and services at the list price in effect at the time you order the relevant product or service, and may not be used for any product or service that is subject to a promotional discount. Learning Credits are valid for a period of 12 months from the date your order is accepted by Oracle, and you must acquire products and must use any acquired services prior to the end of such period. You may only use Learning Credits in the country in which you acquired them, may not use them as a payment method for additional Learning Credits, and may not use different Learning Credit accounts to acquire a single product or service. You may be required to execute standard Oracle ordering materials when using Learning Credits to order products or services.

ATTACHMENT 3

\$M in Managed Assets: is defined as one million U.S. dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the program, then sold within the previous 12 months.

Membership: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is accessing the hosted service at any given time.

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

Named User Plus: 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 plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

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

Oracle University Online Library Service: the Oracle University Online Library service is a web based learning environment that is made available to you subject to the terms of this agreement and Oracle University's Online Library Hosting Access Policies. Oracle University's Online Library Hosting Access Policies may be accessed at <http://oracle.com/contracts>, and may be updated by Oracle from time to time without notice to you. You acknowledge that you will create and activate an administrator account and password and that the Oracle University Online Library service is available on <http://www.oracle.com/education/oln>. The term of your Oracle University Online Library service shall be one year from the effective date of your order (except the Oracle University Premium Online Library service available in the courses and languages specified at <http://oracle.com/education/oln>, the term for which shall be six months from the effective date of your order). At the end of the term, the Oracle University Online Library service may be renewed for an additional term of the same length at the then current Oracle University Online Library service rates by contacting your local Oracle Education Sales Office. If you choose not to renew, all rights to use the Oracle University Online Library service shall cease. Notwithstanding anything to the contrary in the agreement, Oracle does not warrant that the Oracle University Online Library service will be provided uninterrupted or error-free.

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 Oracle.

Order Management User: is defined as an individual authorized by you to use the applicable licensed 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. Order Management Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

ATTACHMENT 3

Orders: is defined as the total number of distinct orders for all programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing, during a 12 month period. You may not exceed the licensed number of orders during any 12 month period.

Partner Organization: is defined as an external third party business entity that provides value-added services in marketing and selling your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

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 application. For Project Resource Management, a person is defined as an individual who is scheduled on a project. For Internet Time, a person is defined as an individual who is charging time to a project via the application. 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.

Primary Usage: is defined as each licensed user of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each licensed user is counted only once based on primary usage. You must specify how many users you are licensing for each application. Primary Usage of one of the applications listed above provides the licensed 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.

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 third party users. For the Healthcare Transaction Base program, only the processors on which Internet Application Server Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program are running are counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

Professional User: is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. For the purposes of Order Management, Advanced Pricing and Purchasing, Professional Users are allowed to manually enter orders directly into these programs but any orders transmitted or executed electronically (via EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing) must be licensed separately.

Professional User – External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. For the purposes of Order Management, Advanced Pricing and Purchasing, Professional Users – External are allowed to manually enter orders directly into these programs but any orders transmitted or executed electronically (via EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing) must be licensed separately.

Professional User 2003: is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. Professional Users 2003 are allowed to manually enter orders directly into the programs but any orders entered electronically into Order Management from other sources must be licensed separately.

ATTACHMENT 3

Professional User 2003 – External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. Professional Users 2003 – External are allowed to manually enter orders directly into the programs but any orders entered electronically into Order Management from other sources must be licensed separately.

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

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 Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through this application. This does not include communication on the same purchase order. 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 (the number of Purchase Lines for iProcurement could be a smaller number than for Purchasing Intelligence).

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

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

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 Oracle.

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.

Technical Reference Manuals

Technical Reference Manuals ("TRMs") are Oracle's confidential information. You shall use the TRMs solely for your internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware systems to the applications programs and (c) building extensions to applications programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as you exercise to safeguard the confidentiality of your own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to you "as-is" without any warranty of any kind. Upon termination, you shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Technical Support

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

Technical support is effective upon shipment, or if shipment is not required, upon the effective date of the ordering document. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle.

Software Updates or Product Support acquired with your order may be renewed annually and, if you renew the Software Updates or Product Support for the same number of licenses for the same programs, for the first and second renewal years the fee for Software Updates or Product Support will not increase by more than 4% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the fee for Software Updates or Product Support for the first renewal year will be the price quoted to you by your partner; the fee for Software Updates or Product Support for the second renewal year will not increase by more than 4% over the prior year's fees.

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

Oracle reserves the right to desupport its programs or particular versions of its programs. You will be notified in advance when Oracle determines that a program is to be desupported. Such desupport notices, which are posted at Oracle's customer support web site, MetaLink (or Oracle's then current customer support web site), contain desupport dates, information about availability of Extended Support and Extended Maintenance Support and information about migration paths for certain features. The desupport notices are subject to change; Oracle will provide updated desupport notices on MetaLink (or Oracle's then current customer support web site) as necessary.

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.

Term Designation

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

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

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

1 Year Oracle Hosted Term: A program license specifying a 1 Year Oracle Hosted 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 the program license shall terminate. A program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

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

ATTACHMENT 3

Licensing Rules

Failover: Your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the Oracle Database.

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year.

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

- Oracle Database Standard Edition may only be used on machines which have the ability to run a maximum of four processors or on a cluster of machines supporting up to a maximum of four processors per cluster.
- Oracle Standard Edition One may only be used on machines which have the ability to run a maximum of two processors.
- The number of TRACE licenses (Rdb Server Option) must match the number of licenses of the associated database.
- The number of Diagnostics Pack and/or Configuration Management Pack licenses must match the number of licenses of the associated Internet Application Server program (Enterprise Edition, Standard Edition or Java Edition). The number of Identity Management licenses must match the number of licenses of the associated Internet Application Server Standard Edition program.
- Application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at <http://oracle.com/contracts>.

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

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
Message Broker	10 Named Users Plus per Processor
TopLink	10 Named Users Plus per Processor
Internet Application Server Java Edition	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database

The number of licenses for the programs listed below must match the number of licenses of the associated database and if you purchase Named User Plus licenses for these programs, you must maintain, at a minimum, 25 Named Users Plus per Processor per associated database:

Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack

Attachment 4 – SAMPLE Oracle Ordering Document

This is a sample form of the ordering document; standard Oracle ordering document format is subject to change. An ordering document will contain a listing of products, quantities, fees and terms of delivery for the applicable order and may contain additional terms specific to, or further descriptive of an order.



Ordering Document

Your Name:
Your Location:

ORACLE CONTRACT INFORMATION

Your Agreement Number: WEST VIRGINIA STATE CONTRACT, ORACLE 01
Oracle Agreement Number: STATE-209787-01-MAR-01

This ordering document incorporates by reference 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. All fees on this ordering document are in U.S. dollars.

Product Description/ License Type	Quantity	List Fee	Discount	Net Fee
<u>CD Pack Description</u>	<u>Quantity</u>			<u>Net Fee</u>
		List Fee	Discount	Net Fees
	License Fees			
	Product Support Fees			
	Software Updates Fees			
	Other Fees			
	CD Pack Fees			
	License Fees			
	Total Fees			

B. GENERAL TERMS

1. Technical Support. Technical support consists of Software Updates, 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 acquired under this ordering document shall be for a period of 12 months. Technical support is effective upon shipment or upon the effective date of this ordering document if shipment is not required.
2. Miscellaneous. Section A of this ordering document specifies the CD pack(s) 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 when the purchasing document does not indicate a ship to address, Oracle shall deliver to your location, the CD pack(s) listed in section A that include 1 copy of the software media and 1 set of program documentation (in the form generally available), for each program licensed under this ordering document which is 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 consulting services. You agree that you have not relied on the future availability of any programs or releases in entering into the payment obligations in this ordering document.

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 events 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 _____, 2004 and shall becoming binding upon execution by you and acceptance by Oracle.

STATE OF WEST VIRGINIA

ORACLE CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____



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

Purchase Order

PURCHASE ORDER NO.
 ORACLE01

PAGE

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
 5

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

L I N E I T E M

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

P R O D U C T I V E

*709065834 01 703-364-2657
 ORACLE CORPORATION
 1910 ORACLE WAY
 RESTON VA 20190

S H I P T O

VARIOUS AGENCY LOCALES
 AS INDICATED BELOW

DATE PRINTED 08/02/2004	TERMS OF SALE NET 30	FEIN/SSN 942871189	FUND MUL
SHIP VIA BEST WAY	F.O.B. DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL -MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			RECEIPT TICKET FOR PURCHASE ORDER:		ORACLE01
LINE	CATNO	ITEM	NUMBER	DESCRIPTION	QTY DATE
0001	920-49			ORACLE SOFTWARE AND SERVICES PER TH	
		SIGNATURE		DATE	

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

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 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.