



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 PUR-  
 CHASE ORDER SHOULD BE DIRECTED  
 TO THE BUYER AS NOTED BELOW

**CHANGE ORDER**  
 6

**SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS**

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

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\*709065834 01 703-364-2657  
 ORACLE CORPORATION  
 2 WOODLAND COURT  
  
 BALLSTON SPA NY 12020

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## AGENCY COPY

VARIOUS AGENCY LOCALES  
 AS INDICATED BELOW

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/21/2005		NET 30		942871189		MUL	
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL -MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE		AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			CHANGE ORDER #06				
<p>THIS CHANGE ORDER IS TO AMEND THE MASTER CONTRACT PER THE ATTACHED DOCUMENTATION.</p> <p>EFFECTIVE DATE - FROM: 09/01/2005          TO: 08/31/2006</p> <p>PLEASE SEE THE ATTACHED AMENDMENT SEVEN TO THE LICENSE AGREEMENT BETWEEN ORACLE USA, INC. AND THE STATE OF WEST VIRGINIA.</p> <p>*****NO ADDITIONAL CHANGES*****</p> <p>PREVIOUS PO TOTAL==&gt;      OPEN END          PO NET CHANGE (+)==&gt;</p>							

**WV STATE PURCHASING DIVISION  
 ADMINISTRATION UNIT  
 CERTIFIED ENCUMBERED**

NOV 29 2005

*Beverly Tolner*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *BJ 11-22-05*

OPEN END

**TOTAL**

*Dwayne Wayfield*

APPROVED FOR  
 ONE FISCAL YEAR  
 BY

CHARLYN MILLER

304-858-2596

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

**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 acceptance 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.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

**AMENDMENT SEVEN  
to the  
LICENSE AGREEMENT  
between  
ORACLE USA, INC.  
and  
THE STATE OF WEST VIRGINIA**

This Amendment Seven ("Amendment Seven") shall amend the Oracle License Agreement between Oracle USA, Inc., as assignee to 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 Seven and the agreement, the provisions of this Amendment Seven shall take precedence.

The parties hereby agree to amend the agreement as follows:

1. Name Change.

All references to "Oracle Corporation" shall be deleted and replaced with "Oracle USA, Inc." as assignee to Oracle Corporation.

2. Term.

The term of the agreement shall be extended until August 31, 2006.

3. Pricing and Discounting Terms for New Program Licenses and First-Year Technical Support.

Price List. For purposes of this Amendment Seven, "Price List" is defined as Oracle's E-Business Global Price List, dated August 19, 2005, and is hereby incorporated into and attached hereto as **Attachment 1**.

Until August 31, 2006, 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 its 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 Update License and 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.

Discount Schedule. Until August 31, 2006, the following Discount Schedule shall apply to fees listed on the Price List for program licenses first-year Software Update License and 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):

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

If, and when, the Price List is updated or replaced in the agreement, this Discount Schedule shall no longer apply and discounting terms shall be re-negotiated.

4. Migration Matrix.

For purposes of this Amendment Seven, Oracle's E-Business Migration Matrix, dated July 1, 2005, is hereby incorporated into and attached hereto as **Attachment 2** and remains valid until August 31, 2006. All previous migration matrices are hereby null and void.

5. License Definitions and Rules.

For purposes of this Amendment Seven, Oracle's License Definition and Rules, dated August 19, 2005, is hereby incorporated into and attached hereto as **Attachment 3** and shall apply to all orders for licenses and technical support services listed on the Price List and acquired pursuant to the terms of this Amendment Seven. If, and 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.

6. Ordering Document.

Delete the Sample Ordering Document as set forth in the agreement and replace with the attached Sample Ordering Document (**Attachment 4**).

7. Oracle Education.

Until August 31, 2006, you may purchase Oracle Education at the then current commercial list price in effect at the time the order is placed less a 15% discount. A description of Oracle's current education policies and most current course offerings are set forth at: <http://education.oracle.com>.

8. Advanced Product Support.

A description of Oracle's Advance Product Support offerings are set forth at: <http://www.oracle.com/support/assist/index.html>.

Until August 31, 2006, you may purchase Advance Product Support at the rates specified below:

APS Rates per Day with Discount Levels	
Up to 31 days	\$1,799.61 per day
31 – 100 days	\$1,709.62 per day
100 – 200 days	\$1,619.64 per day
200 or more days	\$1,529.66 per day

9. The following Attachments are incorporated into the Agreement:


- Attachment 1 Oracle's E-Business Global Price List, dated August 19, 2005
- Attachment 2 Oracle's E-Business Migration Matrix, dated July 1, 2005
- Attachment 3 Oracle's License Definition and Rules, dated August 19, 2005
- Attachment 4 Oracle's Sample Ordering Document

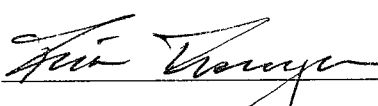
Other than the amended terms set forth herein, the terms and conditions of the agreement shall remain unchanged and in full force and effect.

The Effective Date of this Amendment Seven shall be September 1, 2005.

**STATE OF WEST VIRGINIA**

**ORACLE USA, INC.**

By:   
Name: James A. Kirby, III  
Title: General Counsel  
Department of Administration  
Date: 11-18-05

By:   
Name: TINA TISINGER  
Title: CONTRACTS MANAGER  
Date: 11-14-05



**E-Business Global Price List**  
August 19, 2005

Oracle Database

		Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
<b>Database Products</b>					
<b>Oracle Database</b>					
Standard Edition One <sup>10</sup>		149	32 78	4 995	1,098 90
Standard Edition <sup>5</sup>		300	66 00	15 000	3,300 00
Enterprise Edition <sup>8</sup>		800	176 00	40 000	8,800 00
Personal Edition <sup>9</sup>		400	88 00	-	-
Lite		100	22 00	-	-
<b>Enterprise Edition Options:<sup>2</sup></b>					
Real Application Clusters		400	88 00	20,000	4,400 00
Partitioning		200	44 00	10,000	2 200 00
OLAP		400	88 00	20,000	4,400 00
Data Mining		400	88 00	20,000	4 400 00
Spatial		200	44 00	10 000	2,200 00
Advanced Security		200	44 00	10,000	2,200 00
Label Security		200	44 00	10,000	2 200 00
<b>Enterprise Managers:<sup>2</sup></b>					
Diagnostics Pack		60	13 20	3,000	660 00
Tuning Pack		60	13 20	3 000	660 00
Change Management Pack		60	13 20	3,000	660 00
Configuration Management Pack		60	13 20	3,000	660 00
<b>TimesTen</b>					
		<b>Maximum Data Store</b>			
TimesTen In-Memory Database	≤2 GB	-	-	12,000	2,640 00
	≤ 10 GB	-	-	18 000	3,960 00
	unlimited GB	-	-	24 000	5,280 00
<b>TimesTen In-Memory Database Options<sup>2</sup></b>					
Replication - TimesTen to TimesTen	≤2 GB	-	-	6,000	1,320 00
	≤ 10 GB	-	-	9,000	1,980 00
	unlimited GB	-	-	12,000	2 640 00
Cache Connect to Oracle	≤2 GB	-	-	6 000	1,320 00
	≤ 10 GB	-	-	9,000	1 980 00
	unlimited GB	-	-	12,000	2 640 00
		Collaboration Program User License	Software Update License & Support	Processor License	Software Update License & Support
<b>Collaboration Suite<sup>6</sup></b>					
Collaboration Suite	Perpetual License	60	15 00	-	-
	1 Year Subscription License	15	15 00	-	-
Content Services	Perpetual License	45	11 25	-	-
	1 Year Subscription License	11	11 25	-	-
Unified Messaging	Perpetual License	45	11 25	-	-
	1 Year Subscription License	11	11 25	-	-
Real-Time Collaboration	Perpetual License	45	11 25	-	-
	1 Year Subscription License	11	11 25	-	-
<b>Collaboration Suite Options:</b>					
Records Management Option	Perpetual License	100	25 00	-	-
	1 Year Subscription License	25	25 00	-	-
<b>Content Services Options:</b>					
Records Management Option	Perpetual License	100	25 00	-	-
	1 Year Subscription License	25	25 00	-	-
		Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
<b>Data Warehousing Products</b>					
Express Server		800	176 00	40,000	8,800 00
Express Analyzer		800	176 00	-	-
Express Objects		5,000	1,100 00	-	-

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

For term licenses the support fee calculation is 22% of the perpetual license fee

For Collaboration Suite term licenses the support fee calculation is 25% of the perpetual license fee.

Oracle Database

	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
<b>Internet Application Server<sup>1</sup></b>				
TopLink and Application Development Framework <sup>22</sup>	100	22 00	5,000	1,100 00
Java Edition <sup>22 24</sup>	100	22 00	5,000	1,100 00
Standard Edition One <sup>16 24</sup>	149	32 78	4 995	1 098 90
Standard Edition <sup>24</sup>	200	44 00	10,000	2 200 00
Enterprise Edition <sup>24</sup>	600	132 00	30,000	6,600 00
BPEL Process Manager	800	176 00	40,000	8 800 00
Portal	200	44 00	10,000	2 200 00
Identity Management	300	66 00	15,000	3 300 00
Integration	400	88 00	20,000	4 400 00
Business Intelligence	400	88 00	20,000	4,400 00
Forms and Reports	400	88 00	20,000	4,400 00
Web Services Manager <sup>1</sup>	300	66 00	15,000	3 300 00
XML Publisher <sup>23</sup>	-	-	40,000	8 800 00
<b>Internet Application Server Standard Edition Options:<sup>12</sup></b>				
Identity Management Option	100	22 00	5,000	1,100 00
Web Services Manager <sup>1 12</sup>	200	44 00	10,000	2 200 00
<b>Internet Application Server Enterprise Edition Options:<sup>15</sup></b>				
BPEL Process Manager Option	200	44 00	10,000	2,200 00
Web Services Manager <sup>1 15</sup>	200	44 00	10,000	2 200 00
Business Activity Monitoring <sup>15</sup> (priced in advance of availability)	400	88 00	20,000	4,400 00
XML Publisher <sup>23</sup>	-	-	30 000	6,600 00
<b>Internet Application Server Java Edition Options:</b>				
Web Services Manager <sup>1 20</sup>	200	44 00	10,000	2,200 00
<b>Internet Application Server Standard Edition One Options:</b>				
Web Services Manager <sup>1 21</sup>	200	44 00	10,000	2 200 00
<b>Internet Application Server Managers:<sup>11</sup></b>				
Diagnostics Pack	60	13 20	3,000	660 00
Configuration Management Pack	60	13 20	3,000	660 00
<b>Tools</b>				
Internet Developer Suite	5,000	1,100 00	-	-
Discoverer Desktop Edition	1 000	220 00	-	-
Programmer	1,000	220 00	-	-
Portlet Factory (priced in advance of availability)	9,000	1 980 00	-	-

	License Price	Software Update License & Support	Licensing Metric	Minimum
COREid Access and Identity	15	3 30	Employee User	2,000
	3 00	0 6600	Non Employee User - External	10 000
COREid Provisioning <sup>17</sup>	25	5 50	Employee User	2 000
	25	5 50	Non Employee User - External	2 000
Provisioning Connector (priced in advance of availability)	40,000	8 800 00	Connector	1
COREid Federation	40,000	8,800 00	Federated Link	2

	Named User Plus	Software Update License & Support	Computer License	Software Update License & Support
<b>Integration Products</b>				
Open System Gateways	-	-	15 000	3,300 00
Mainframe Integration Gateways	-	-	95,000	20 900 00
Enterprise Integration Gateways	-	-	35,000	7,700 00
Transparent Gateway for iWay	-	-	120,000	26,400 00
Each Additional iWay Driver	-	-	60,000	13,200 00

	Processor License	Software Update License & Support		
Application Adapters <sup>3</sup>	15,000	3,300 00	-	-
Oracle Applications Adapter	15,000	3,300 00	-	-
Mainframe and TP-Monitor Adapters <sup>4</sup>	30,000	6 600 00	-	-
RosettaNet Adapter	30,000	6 600 00	-	-
EDI Adapter	30,000	6,600 00	-	-
Healthcare Adapter	30,000	6,600 00	-	-
ebXML Adapter	10,000	2,200 00	-	-

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License  
 For term licenses the support fee calculation is 22% of the perpetual license fee.



Oracle Database

	License Price	Software Update License & Support	Licensing Metric	Minimum
<b>Other</b>				
<b>Customer Data Management</b>				
Customer Data Hub <sup>14</sup>	100,000	22,000.00	Processor	1
<b>Health Care</b>				
Healthcare Transaction Base <sup>13 14</sup>	1,000	220.00	Named User Plus	50
	100,000	22,000.00	Processor	1

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License  
 For term licenses the support fee calculation is 22% of the perpetual license fee

## Oracle Technology Footnotes

- <sup>1</sup> If licensing by Named User Plus, the minimum is 10 Named User Plus licenses per Processor.
- <sup>2</sup> 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.
- <sup>3</sup> Application Adapters are available for: PeopleSoft, SAP, Siebel & JD Edwards.
- <sup>4</sup> Mainframe and TP-Monitor Adapters are available for: CICS, IMS/DB, IMS/TM, VSAM, and Tuxedo.
- <sup>5</sup> Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 processor cores. 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 processor cores per cluster (2 2-way nodes, 4 1-way nodes, and 1 1-way and 1 3-way).
- <sup>6</sup> 2, 3, 4 and 5-Year Term Licenses are not available for Collaboration products. Customers must purchase Software Updates when purchasing Product Support. On Demand for Collaboration products is optional for customers purchasing Collaboration product licenses. Customers must purchase Software Updates and Product Support when purchasing On Demand. E-Business Discount Schedule applies to License, Software Updates, and Product Support fees. On Demand Discount Schedule applies to On Demand for Collaboration products. On Demand for this product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on <http://esource.oraclecorp.com> for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.
- <sup>8</sup> If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.
- <sup>9</sup> Personal Edition provides a maximum of one Named User Plus per database.
- <sup>10</sup> Oracle Standard Edition One may only be licensed on servers that have a maximum capacity of 2 processor cores. If licensing by Named User Plus, the minimum is 5 Named User Plus.
- <sup>11</sup> Internet Application Server Managers must match the number of licenses of the associated Internet Application Server (Excluding TopLink and Application Development Framework, 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.
- <sup>12</sup> Standard Edition Options must match the number of licenses of the associated Oracle Internet Application Server Standard Edition. Associated Application Server is defined as the application server(s) which is (are) being managed by the option.
- <sup>13</sup> This product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on <http://esource.oraclecorp.com> for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.
- <sup>14</sup> For the purpose of licensing Healthcare Transaction Base, only the processors on which iAS 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. For the purpose of licensing Customer Data Hub, only the processors on which Oracle Database Enterprise Edition and this program are running in production are counted for the determining the number of licenses required to license this program.
- <sup>15</sup> Internet Application Server Enterprise Edition Options must match the number of licenses of the associated Internet Application Server. Associated Application Server is defined as the application server(s) which is (are) being managed by the option.
- <sup>16</sup> Internet Application Server Standard Edition One may only be licensed on servers that have a maximum capacity of 2 processor cores. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses.
- <sup>17</sup> COREid Provisioning requires COREid Access and Identity to be licensed separately.
- <sup>20</sup> Java Edition options must match the number of licenses of the associated Oracle Internet Application Server Java Edition. Associated Application Server is defined as the application server(s) which is (are) being managed by the option.
- <sup>21</sup> Standard Edition One Options must match the number of licenses of the associated Oracle Internet Application Server Standard Edition One. Associated Application Server is defined as the application server(s) which is (are) being managed by the option.
- <sup>22</sup> Application Development Framework requires a runtime license. This can be purchased via Toplink and Application Development Framework or Java Edition.
- <sup>23</sup> XML Publisher is also licensable via the per employee metric. The price is 40.00 USA (Dollar) per employee when licensed as a standalone product and 30.00 USA (Dollar) per employee when licensed as an option to the Application Server Enterprise Edition.
- <sup>24</sup> The Named User Plus Minimum does not apply if the program is installed on a one processor machine that allows for a maximum of one user per program.

Oracle Rdb

	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
<b>Rdb Products</b>				
<b>Rdb Server Products <sup>1</sup></b>				
Rdb Enterprise Edition	800	176 00	40,000	8,800 00
CODASYL DBMS	800	176 00	-	-
<b>Rdb Server Options:</b>				
TRACE <sup>2 3</sup>	100	22 00	5,000	1,100 00
<b>Rdb Development, Query and Reporting Tools</b>				
Programmer for Rdb <sup>4</sup>	1,000	220 00	-	-
CDD/ Repository	5 000	1,100 00	-	-
CDD/R Runtime <sup>5</sup>	-	-	5,000	1,100 00

<sup>1</sup> If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor

<sup>2</sup> Rdb Server Options must match the number of licenses of the associated database

<sup>3</sup> TRACE may also be licensed with CODASYL DBMS.

<sup>4</sup> Oracle precompilers supported via SQL\*Net for Rdb for use across Oracle & Rdb Servers

<sup>5</sup> CDD/R Runtime is an unlimited use license for applications requiring CDD/R deployment licenses.

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

For term licenses, the support fee calculation is 22% of the perpetual license fee

Oracle E-Business Suite

	License Price	Software Update License & Support	Licensing Metric	Minimum
<b>E-Business Suite 2003 Bundle</b>				
E-Business Suite 2003 Professional User <sup>12</sup>	3 995	878 90	Professional User 2003	10% <sup>11</sup>
E-Business Suite 2003 Professional User (external usage) <sup>12</sup>	995	218 90	Professional User 2003 - External	1
<b>Component Applications</b>				
<b>Intelligence</b>	<b>In Bundle</b>			
E-Business Intelligence	« 3,995	878 90	Application User	10
Balanced Scorecard	1,995	438 90	Application User	20
Financials & Sales Analyzers	2 195	482 90	Application User	5
Enterprise Planning and Budgeting <sup>14</sup>	2 995	658 90	Application User	10
Enterprise Planning and Budgeting <sup>14</sup>	595	130 90	Application Read-Only User	10
<b>Marketing and Sales</b>	<b>In Bundle</b>			
Marketing	« 4 995	1,098 90	Marketing User	10
Trade Management	7,990	1,757 80	Marketing User	20
Option: Advanced Pricing	1 995	438 90	Marketing User	20
TeleSales	« 5,995	1,318 90	TeleSales User	10
Option: Advanced Pricing <sup>1</sup>	1,995	438 90	TeleSales User	10
Field Sales	« 3,995	878 90	Field Sales User	10
Sales for Handhelds <sup>14</sup>	425	93 50	Field Sales User	10
Quoting	1 195	262 90	Field Sales User	10
Option: Advanced Pricing <sup>1</sup>	1 995	438 90	Field Sales User	10
Partner Management <sup>14</sup>	995	218 90	Partner Organization	100
Proposals	395	86 90	Application User	25
Incentive Compensation	495	108 90	Compensated Individual	10
<b>Order Management</b>	<b>In Bundle</b>			
Order Management <sup>3</sup>	« 3 995	878 90	Order Management User	5
Option: Advanced Pricing <sup>1</sup>	0 2000	0 0400	Electronic Order Line	100,000
Option: Release Management <sup>1</sup>	1,995	438 90	Order Management User	10
Sales Contracts <sup>14 21</sup>	0 1000	0 0200	Electronic Order Line	100,000
Configurator <sup>6</sup>	0 2000	0 0400	Electronic Order Line	100,000
Configurator <sup>4 6</sup>	5 995	1,318 90	Application User	5
iStore <sup>4</sup>	2,995	658 90	Application User	20
	150,000	33,000 00	Processor	1
	100 000	22,000 00	Processor	2
<b>Logistics</b>	<b>In Bundle</b>			
Inventory Management	« 3 995	878 90	Inventory/Shipping User	5
Option: Mobile Supply Chain Applications <sup>1 15</sup>	1,495	328 90	Inventory/Shipping User	5
Option: Warehouse Management <sup>1 15</sup>	3,000	660 00	Inventory/Shipping User	20
Transportation Execution <sup>14</sup>	450	99 00	\$M Cost of Goods Sold	100
Transportation Planning <sup>14</sup>	1 000	220 00	\$M Cost of Goods Sold	100
Option: Transportation Optimization <sup>1 14</sup>	250	55 00	\$M Cost of Goods Sold	100
<b>Supply Chain Planning</b>				
Advanced Supply Chain Planning	1,500	330 00	\$M Cost of Goods Sold	60
Option: Constraint Based Optimization <sup>1</sup>	375	82 50	\$M Cost of Goods Sold	60
Inventory Optimization	750	165 00	\$M Cost of Goods Sold	60
Global Order Promising	300	66 00	\$M Cost of Goods Sold	60
Demand Planning	600	132 00	\$M Cost of Goods Sold	60
Collaborative Planning	500	110 00	\$M Cost of Goods Sold	60
<b>Procurement</b>	<b>In Bundle</b>			
Purchasing <sup>2</sup>	« 3,995	878 90	Purchasing User	5
Option: Sourcing <sup>1</sup>	7,995	1 758 90	Purchasing User	5
Option: Sourcing Optimization	1,000	220 00	Purchasing User	5
Option: iSupplier Portal <sup>1</sup>	7,995	1,758 90	Purchasing User	5
Option: Procurement Contracts <sup>1 14</sup>	5 995	1 318 90	Purchasing User	5
Option: Services Procurement <sup>1 14</sup>	3,995	878 90	Purchasing User	5
Option: Advanced Pricing <sup>1</sup>	1 995	438 90	Purchasing User	5
iProcurement	5	1 10	Purchase Line	5,000
<b>Manufacturing</b>	<b>In Bundle</b>			
Discrete Manufacturing <sup>2</sup>	« 3,995	878 90	Manufacturing User	10
Option: Mobile Supply Chain Applications <sup>1 16</sup>	1,495	328 90	Manufacturing User	10
Option: Flow Manufacturing <sup>1 16</sup>	2 995	658 90	Manufacturing User	10
Option: Manufacturing Scheduling <sup>1 16</sup>	1,495	328 90	Manufacturing User	10
Process Manufacturing <sup>2 20</sup>	« 3,995	878 90	Manufacturing User	10
Option: Mobile Supply Chain Applications <sup>1 16</sup>	1,495	328 90	Manufacturing User	10
Option: Manufacturing Scheduling <sup>1</sup>	1,495	328 90	Manufacturing User	10

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License.

For term licenses the support fee calculation is 22% of the perpetual license fee.

Oracle E-Business Suite

	License Price	Software Update License & Support	Licensing Metric	Minimum
<b>Maintenance Management</b>				
Enterprise Asset Management	3,995	878 90	EAM User	10
Option: Self-Service Work Requests <sup>1</sup>	495	108 90	EAM User	10
<b>Service</b>				
	<b>In Bundle</b>			
TeleService	3,995	878 90	Application User	10
Service Contracts	5,995	1,318 90	Application User	10
Field Service	2,995	658 90	Field Technician	20
Option: Spares Management <sup>1</sup>	995	218 90	Field Technician	50
Option: Advanced Scheduler <sup>1 14</sup>	1 495	328 90	Field Technician	50
Option: Mobile Field Service	995	218 90	Field Technician	50
Depot Repair	3,995	878 90	Application User	10
iSupport <sup>4</sup>	50,000	11,000 00	Processor	2
<b>Projects</b>				
	<b>In Bundle</b>			
Project Costing <sup>2</sup>	3 995	878 90	Application User	5
Option: Project Billing <sup>17</sup>	2,995	658 90	Application User	5
Project Resource Management	195	42 90	Person	50
Project Collaboration	295	64 90	Application User	50
Project Management	1,495	328 90	Application User	25
Project Portfolio Analysis <sup>14</sup>	5 995	1,318 90	Application User	10
Project Contracts	5 995	1 318 90	Application User	10
<b>Real Estate Management</b>				
Property Manager	3,995	878 90	Application User	5
<b>Product Lifecycle Management</b>				
Product Lifecycle Management <sup>14</sup>	3 995	878 90	Application User	20
Option: Product Data Synchronization for GDSN and UCCnet Services <sup>14</sup>	75,000	16,500 00	Partner Organization	2
CADView-3D	995	218 90	Application User	100
<b>Financial</b>				
	<b>In Bundle</b>			
Financials <sup>2</sup>	3,995	878 90	Financials User	5
Option: Activity Based Management <sup>1 10</sup>	1,195	262 90	Financials User	40
Advanced Collections	1,195	262 90	Financials User	10
Internet Expenses	5	1 10	Expense Report	1,000
iReceivables	50	11 00	1K Invoice Line	20
Treasury	24,995	5,498 90	Application User	4
Internal Controls Manager	30	6 60	Employee	500
Financial Consolidation Hub <sup>14</sup>	50	11 00	Employee	2,000
Financial Services Accounting Hub (Priced in Advance of Availability)	70	15 40	Employee	1,000
<b>Human Resources</b>				
	<b>In Bundle</b>			
Human Resources	50	11 00	Person	100
Self-Service Human Resources	35	7 70	Person	100
Advanced Benefits	40	8 80	Person	500
iRecruitment	50	11 00	Person	500
Payroll	60	13 20	Person	500
Time and Labor	35	7 70	Person	100
HR Intelligence	25	5 50	Person	100
<b>Learning Management</b>				
Learning Management (formerly Training Admin in 11 5 9)	30	6 60	Trainee	100
Option: Online Learning <sup>1</sup>	30	6 60	Trainee	100
iLearning	30	6 60	Trainee	100
<b>Customer Data Management</b>				
Customer Data Librarian	9,995	2,198 90	Application User	20
Customer Data Hub <sup>4</sup>	100,000	22,000 00	Processor	1
<b>Product Information Management</b>				
Product Information Management Data Librarian <sup>14</sup>	9,995	2,198 90	Application User	20
Option: Product Data Synchronization for GDSN and UCCnet Services <sup>14</sup>	75,000	16,500 00	Partner Organization	2
Product Information Management Data Hub <sup>4 14</sup>	100,000	22,000 00	Processor	1
<b>Interaction Center Technology</b>				
Advanced Inbound Telephony	995	218 90	Workstation	50
Advanced Outbound Telephony <sup>14</sup>	995	218 90	Workstation	50
Scripting	595	130 90	Workstation	50
Email Center	1 995	438 90	Workstation	50

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For term licenses the support fee calculation is 22% of the perpetual license fee.

Oracle E-Business Suite

	License Price	Software Update License & Support	Licensing Metric	Minimum
<b>Other</b>				
Tutor for Applications <sup>5</sup>	495	108 90	Application User	5
Content Services <sup>19</sup>	Perpetual License 45	9 90	Collaboration Program User	1
	1 Year Subscription License 11	2 42	Collaboration Program User	1
Self-Serve Tutor for Applications <sup>5</sup>	20	4 40	Employee	5
Applications Read-Only User	1,495	328 90	Application Read-Only User	1
<small>(for Financials Purchasing Project Costing Service Contracts Project Contracts Sales Contracts Discrete Manufacturing and Process Manufacturing)</small>				
Exchange MarketPlace <sup>14</sup>	5,000	1,100 00	Annual Transaction Volume	300
<b>Vertical Applications</b>				
<b>Communications/Utilities</b>				
CRL Financial Management <sup>8</sup>	249 995	54,998 90	Module	1
	0 2500	0 0600	Per Subscriber Thereafter	1
Asset Tracking	5 995	1,318 90	Application User	50
Telco Provisioning <sup>8</sup>	249,995	54,998 90	Module	1
	1 50	0 3300	Per Subscriber Thereafter	1
Number Portability <sup>8</sup>	249 995	54,998 90	Module	1
Telecommunications Billing Integrator (priced in advance of availability)	5	1 10	Employee	50,000
<b>Public Sector/University</b>				
Student System <sup>14</sup>	115	25 30	FTE Student	3 000
Financial Aid <sup>14</sup>	30	6 60	FTE Student	3,000
Student Recruiting <sup>14</sup>	30	6 60	FTE Student	3,000
Personal Portfolio <sup>14</sup>	50	11 00	FTE Student	1 000
Grants	3,995	878 90	Application User	5
Loans <sup>14</sup>	3,995	878 90	Application User	10
<b>Financial Services</b>				
Regulatory Capital Manager <sup>14</sup>	70	15 40	Employee	1,000
Performance Analyzer	70	15 40	Employee	1 000
Transfer Pricing	70	15 40	Employee	1 000
Transfer Pricing Online	750	165 00	Application User	5
Budgeting and Planning	3 000	660 00	Application User	5
Risk Manager	60	13 20	Employee	1 000
Financial Data Manager	200,000	44,000 00	Computer	1
Financial Services Provisioning	0 2000	0 0400	Service Order Line	50 000
Lease Management <sup>13 14</sup>	2,000	440 00	\$M Managed Assets	500
<b>Health Care</b>				
Adverse Event Reporting System	15,000	3,300 00	Application User	5
Clinical	15 000	3,300 00	Application User	5
Option: Distributed Study Conduct <sup>1</sup>	3 000	660 00	Application User	5
Option: Multinational Study <sup>1</sup>	9,000	1,980 00	Application User	5
Remote Data Capture <sup>9</sup>	9	1 98	CRF Page	10 000
	10,000	2,200 00	Application User	9
Thesaurus Management System <sup>7</sup>	9,000	1,980 00	Application User	1
Thesaurus Management System - Read-Only <sup>7</sup>	1,000	220 00	Application Read-Only User	5
Clinical TrialMinder <sup>14</sup>	5,000	1,100 00	Application User	10
Clinical SiteMinder <sup>14</sup>	5 000	1,100 00	Application User	10
Healthcare Transaction Base <sup>4 14</sup>	1,000	220 00	Named User Plus	50
	100,000	22,000 00	Processor	1
<b>High Tech</b>				
Shop Floor Management	1,995	438 90	\$M Cost of Goods Sold	30
Supply Chain Trading Connector for RosettaNet <sup>14</sup>	50,000	11,000 00	PIP	2
<b>Aerospace, Defense and Transportation</b>				
Complex Maintenance Repair & Overhaul <sup>14</sup>	14,995	3,298 90	Application User	10

Subscription	Licensing Metric	Frequency	Minimum
Oracle Education Subscription	48	Hosted Named User	Yearly
iLearning Subscription <sup>7</sup>			\$5,000 00

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

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

For term licenses, the support fee calculation is 22% of the perpetual license fee

## Oracle E-Business Suite Footnotes

- <sup>1</sup> An option must be licensed at the same level (or greater than) 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.
- <sup>2</sup> 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.
- <sup>3</sup> 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 User licenses are required for all individuals who are using Order Management. In addition, any order that is entered electronically into Order Management must be licensed using the Electronic Order Line metric. This applies to order lines originating in iStore, 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).
- <sup>4</sup> For the purpose of licensing this program (except Healthcare Transaction Base and Customer Data Hub) only the processors on which iAS 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 iAS 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. For the purpose of licensing Customer Data Hub, only the processors on which Oracle Database Enterprise Edition and this program are running in production are counted for the determining the number of licenses required to license this program.
- <sup>5</sup> 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.
- <sup>6</sup> Configurator can be licensed by Application User OR by Processor. If licensing by Application User, then the actual users accessing Configurator must be counted. If the user population accessing Configurator is uncountable, then the Processor metric must be used.
- <sup>7</sup> 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.
- <sup>8</sup> Customers must pay for both the module and the subscriber/workstation fee.
- <sup>9</sup> 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.
- <sup>10</sup> 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.
- <sup>11</sup> The customer is required to maintain Professional User 2003 licenses for at least 10% of the employee population.
- 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.
- 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.
- 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.
- Once minimums are satisfied, they are not required to be met in subsequent purchases.
- <sup>12</sup> 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.
- <sup>13</sup> 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.
- <sup>14</sup> This product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on <http://esource.oraclecorp.com> for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.
- <sup>15</sup> 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.
- <sup>16</sup> 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.
- <sup>17</sup> 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.
- <sup>18</sup> 2, 3, 4 and 5-Year Term Licenses are not available for Collaboration products. Customers must purchase Software Updates when purchasing Product Support. On Demand for Collaboration products is optional for customers purchasing Collaboration product licenses. Customers must purchase Software Updates and Product Support when purchasing On Demand. E-Business Discount Schedule applies to License, Software Updates, and Product Support fees. On Demand Discount Schedule applies to On Demand for Collaboration products. On Demand for this product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on <http://esource.oraclecorp.com> for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.
- <sup>19</sup> Where Process Manufacturing is licensed across multiple plants, the Process Manufacturing option (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 Process Manufacturing.
- <sup>20</sup> Sales Contracts Application User licenses are required for all contract administrators, legal staff, order administrators and sales personnel who manage the contracts library or author contracts.

## 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. 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.

**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. For the purposes of counting the number of processors which require licensing, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a factor of .75. All fractions of a number are to be rounded up to the next whole number. For example, a multicore chip with 11 cores would require a 9 processor license (11 multiplied by a factor of .75 equals 8.25 which is then rounded up to the next whole number which is 9). Notwithstanding the above, when licensing Oracle Standard Edition One or Standard Edition programs on servers with a maximum of 1 processor with 1 or 2 cores, only 1 processor shall be counted.

**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 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.

**Application User, Field Sales User, Financials User, Inventory/Shipping User, Marketing User, Manufacturing User, Purchasing User, TeleSales User, Enterprise Asset Management (EAM) 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 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 application program for which you have also acquired non read-only licenses.

**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 Real-Time Collaboration 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 (measured explicitly in the Program as Received Data Collection Instruments) during a 12-month period. You may not exceed the licensed number of CRF pages during any 12-month period unless you acquire additional CRF pages licenses from us.

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

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

**Connector:** is defined as each connector connecting the software [product] with an external product. A unique connector is required for each distinct product with which the software product is required to interface.

**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/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.

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

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

**Federated Link:** is defined as a one-to-one pairing between a source domain and a destination domain. A source domain is the point of origin for a request. A destination domain contains the resource that users from source domains want to access. One source domain might have many pairings with different destination domains and one destination domain might have many pairings with different source domains. Each and every pairing is a federated link.

**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

**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

**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 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.

**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 P.O. For each application, you may not exceed the licensed number of Purchase Lines during any 12-month period unless you acquire additional Purchase Line licenses from us. You may acquire a different number of Purchase Line licenses for each program (Number of Purchase Lines for iProcurement could be a smaller number than for Purchasing Intelligence)

**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 us.

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

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

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

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

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

**\$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.

## 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

**5 Year Term:** A Program license specifying a 5 Year Term shall commence on the Effective Date of the order and shall continue for a period of 5 years At the end of the 5 Year Term the Program license shall terminate automatically

**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

**3 Year Term:** A Program license specifying a 3 Year Term shall commence on the Effective Date of the order and shall continue for a period of 3 years At the end of the 3 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 Update License & Support to provide customers with the right to Oracle product upgrades and 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 Sales Support website at <http://www.oracle.com/Support>

### Software Update License & Support

Software Updates License & Support provides customers with the right to product upgrades and 24x7 technical support Product upgrades includes upgraded versions of software, maintenance releases and patches Customers receive direct access Oracle experts for product-specific questions about installing and operating Oracle software Web based support is provided via OracleMetaLink Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests

### Support Renewals

Prices shown on this price list are annual fees that apply to both perpetual and term licenses for first year support only The price of a technical support renewal for Software Update License & Support is the technical support fees paid for the same licenses in the prior year, increased by the appropriate renewal adjustment Oracle uses two different renewal adjustments: the Inflationary Adjustment Rate (IAR) and the Local Renewal Adjustment (LRA) Support for all licenses is adjusted by the greater of the LRA or the IAR In all cases, any valid technical support cap included in a license agreement or ordering document that governs the licenses, limits the renewal adjustment For more information on renewal adjustments, contact your Support Sales representative

### 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 Server Support Packages

Incident Server Support Packages provide incident-based web support for the following limited product sets:

Oracle Database Server Support Package (2,000 USA (Dollar) for 10 incidents on one server):

Oracle Database Enterprise Edition, Oracle Database Standard Edition, Standard Edition One, 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, Internet Application Server Java Edition

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

### JDeveloper Support

JDeveloper Support is a 24x7 support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle JDeveloper Web based support is provided via OracleMetaLink Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database and the ability to log technical assistance requests JDeveloper Support is priced at 218.90 USA (Dollar) per Named User Plus per annum Price applies to first year support only JDeveloper Support is available only for the free version of JDeveloper downloaded from OTN after Jun 28, 2005 All standard Oracle support policies, as outlined in the Technical Support Policies, are applicable to JDeveloper purchased before this date

### Customer Support Services Policies and Definitions

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

### Extended Maintenance Support (EMS)

Customers with current Software Updates, License & Support or Incident Server Support Packages, can purchase EMS for certain Oracle programs after they are desupported EMS may only be sold to customers who already have the applicable release at the time their support is renewed and may not be sold with new licenses EMS fees are applied to the desupported Oracle programs only EMS fees for most products consist of the prior year's fee for Software Updates & Support or Incident Server Support Packages plus the applicable renewal adjustment uplifted by 30% [Prior Year's fee \* (1 + Applicable Renewal Adjustment) \* 130%]

## **ORACLE ON DEMAND**

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 On Demand for either E-Business Suite or Technology Online must meet the minimum annual net fees for Administration Services of 48000 USA (Dollar) and minimum monthly net fees of 4000 USA (Dollar). Customers purchasing On Demand for both E-Business Suite and Technology Online must meet the minimum annual net fees for Administration Services of 96000 USA (Dollar) and minimum monthly net fees of 8000 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 On Demand for either E-Business Suite or Technology Online must meet the minimum annual net fees for Computer and Administration Services of 72000 USA (Dollar) and minimum monthly net fees of 6000 USA (Dollar). Customers purchasing On Demand for both E-Business Suite and Technology Online must meet the minimum annual net fees for Computer and Administration Services of 144000 USA (Dollar) and minimum monthly net fees of 12000 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: 01-JUL-2005

## 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 five important guidelines which need to be understood and applied when migrating your customer to the current e-business pricing model:

1. Licenses must be under at least Software Updates support in order to be migrated or upgraded. Customers who want to migrate or upgrade unsupported licenses must reinstate support as part of the migration or upgrade.
2. 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.
3. 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.
4. 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.
5. 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.

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## Technology

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Metric Migration From:	To: Per Processor	To: Named User Plus	To: Other License Metrics
Named User - Order Form	50:1	1:1 Charge for additional users if license minimums are not met.	Collaboration Program User 1:1
Named User - Single Server	50:1	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)	50:1	1:1 Charge for additional users if license minimums are not met.	Collaboration Program User 1:1
Named User - Multi Server	50:1	1:1 Charge for additional users if license minimums are not met.	Collaboration Program User 1:1
Named User	50:1	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	25:1	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)	25:1	1:2 Charge for additional users if license minimums are not met.	N/A
Concurrent User - Order Form	25:1	1:2 Charge for additional users if license minimums are not met.	N/A
Concurrent User - Network License (Applies to all old multi-server license agreements, e.g., NUA/PUA or NSO)	25:1	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
<b>Exceptions: Any metric not found in the table above is calculated on a Net to Net basis.</b>	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: <b>Option #1</b> -- If maintaining App Specific license restriction, use the applicable migration metric. <b>Option #2</b> -- 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 E-Business Global Price List Supplement and the Product Migration subtab on eSource. In the event of a conflict between this document and the E-Business Global Price List Supplement or information under the Product Migration subtab, the information in the E-Business Global Price List Supplement or on the Product Migration subtab supersedes the information in this document.
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
			Enterprise Asset Management User 1:1 Field Sales User 1:1 Financials User 1:1

<b>Named User</b>	1:1	N/A	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
<b>Concurrent Device</b>	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
<b>Concurrent User</b>	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
<b>Read - Only User</b>	N/A	1:1	N/A
<b>Casual User</b>	N/A	1:1	N/A
<b>Application User</b>	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
<b>Processor</b>	N/A	N/A	Processor 1:1
<b>Commissioned Agent</b>	N/A	N/A	Compensated Individual 1:1
	List of New Pricing Configuration		List of New Pricing Configuration

<p><b>Exceptions: Any metric not found in the table above is calculated on a Net to Net basis.</b></p>	<p>(Less e-business discount) (Less net fees paid for converted licenses) = New Net License Fees  Must verify net fees paid.</p>	<p>N/A</p>	<p>(Less e-business discount) (Less net fees paid for converted licenses) = New Net License Fees  Must verify net fees paid.</p>
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**Applications Notes**

1	Primary Usage Concept still applies.
2	The Application migration metrics above apply when converting existing Programs over to the new e-business licensing and pricing metrics. For product migrations, please refer to the Supported Migration Listing in the E-Business Global Price List Supplement and the Product Migration subtab on eSource. In the event of a conflict between this document and the E-Business Global Price List Supplement or information under the Product Migration subtab, the information in the E-Business Global Price List Supplement or on the Product Migration subtab supersedes the information in this document.
3	Customer shall not be entitled to any credits or refunds if net fees paid for 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.

**CHANGE RECORD**

Date	Author	Version #	Change Reference
20-Sept-2000	Jennifer Herrmann	1	Initial HTML Document
22-Sept-2000	Jennifer Herrmann	2	(1) Removed references to "Custom Metrics" - all Custom or Non Standard Metrics fall under the "Non-Price List" Category. (2) Added migration path from Non Price List Metrics to Application User.
15-June-2001	John Rogers	3	(1) Overview updated to include the deletion of the List/List policy for migrating within the current metrics. (2) Added rounding policy as 5 to Technology Notes. (3) Technology: Changed migration ratio's



			based on new metrics. (4) Tools: Deleted table and moved "Developer" metrics under Technology.
10-August-2001	John Rogers	4	(1) Removed "Power Unit" metrics. (2) Added "N/A" policy as 6 under Technology Notes and 5 under Applications Notes.
24-August-2001	John Rogers	5	Updated "Overview" section to address the new License Set definition, maintaining license quantities, and upgrading migrated licenses.
13-September-2002	Alison Derbenwick	6	(1) Revised Effective Date to September 6, 2002. (2) Updated "Overview" section to address Named User Plus licenses and clarify the relationship between the Migration Matrix and Program Specific Migration policy documents. (3) Technology: Updated ratios to reflect Named User Plus licenses and Concurrent User licenses. (4) Technology: Combined notes 1 and 4. (5) Technology: Added a new note 4 to clarify applicability of the Migration Matrix. (6) Applications: Updated ratios to include Concurrent User and Commissioned Agent metrics. (7) Miscellaneous editorial changes.
22-April-2003	Alison Derbenwick	7	(1) Removed date restrictions. (2) Technology: Clarified relationship between License Set and rounding rules in note 5. (3) Applications: Updated ratios to include new user-based metrics for Applications programs.
12-September-2003	Alison Derbenwick	8	(1) Technology: Added Collaboration Program User. (2) Technology: Modified note 5 regarding rounding rules. (3) Applications: Updated ratios for user-based metrics for Applications programs.
08-March-2004	Alison Derbenwick	9	(1) Clarified requirement that licenses be under Software Updates support to be migrated or upgraded. (2) Updated links.
01-July-2005	Doug Langlois	10	NU:CPU ratio changed from 150 to 50:1 CCD:CPU ratio changed from 75 to 25:1

## ATTACHMENT 3



### License Definitions and Rules

To fully understand your license grant, you need to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.

**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 application program for which you have also acquired non read-only licenses.

**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 Real Time Collaboration 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.

**Connector:** is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

**\$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.

**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 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.

**Federated Link:** is defined as a one-to-one pairing between a source domain and a destination domain. A source domain is the point of origin for a request. A destination domain contains the resource that users from source domains want to access. One source domain might have many pairings with different destination domains and one destination domain might have many pairings with different source domains. Each and every pairing is a federated link.

**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.

**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.

**1K Invoice Line:** is defined as one thousand 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.

**\$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 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 Knowledge Center Service:** is defined as a web based learning environment hosted by Oracle that provides on demand access to either an individual Oracle University training course ("Online Course") or to all of the Oracle University training courses available on the Knowledge Center website ("Passport"). The Oracle University Knowledge Center service is available at <http://www.oracle.com/education/oukc/>, and is made available to you subject to the terms of this agreement and Oracle University's Online Hosting Access Policies, which are located at [http://www.oracle.com/education/oukc/hosting\\_policies.html](http://www.oracle.com/education/oukc/hosting_policies.html) and may be updated by Oracle from time to time without notice to you. Online Courses are made available on a named user basis, and the Passport is made available on a membership basis. In the event that any Oracle programs are made available for download as part of the service, then use of such programs is subject to the terms of this agreement. If you acquire the Oracle University Knowledge Center service, the term shall be one year from

the effective date of your order. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT THE ORACLE UNIVERSITY KNOWLEDGE CENTER 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.

**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.

**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. For the purpose of

counting the number of processors which require licensing, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a factor of .75. All fractions of a number are to be rounded up to the next whole number. For example, a multicore chip with 11 cores would require a 9 processor license (11 multiplied by a factor of .75 equals 8.25 which is then rounded up to the next whole number which is 9). Notwithstanding the above, when licensing Oracle Standard Edition One or Standard Edition Programs on servers with a maximum of 1 processor with 1 or 2 cores, only 1 processor shall be counted.

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. With respect to the Customer Data Hub program, in determining the number of licenses required, only processors on which both Oracle Database Enterprise Edition and the Customer Data Hub program are running in production shall be counted.

**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.

**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.

**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.

### **Licensing Rules**

**Failover:** Your license for the following programs, Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) and Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition) includes the right to run the licensed program(s) 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 program(s).

**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.

**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. This concept also applies to Application Read-Only Users. Each Application Read-Only User of any of the applications listed above has the right to use any or all of the other application programs listed above for which you have also acquired Application Read-Only User licenses. 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.

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 processor cores or on a cluster of machines supporting up to a maximum of four processor cores per cluster.
- Oracle Standard Edition One and Internet Application Server Standard Edition One may only be used on machines which have the ability to run a maximum of two processor cores.
- 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>.
- For the TimesTen In-Memory Database, Replication - TimesTen to TimesTen and Cache Connect to Oracle programs, the number of gigabytes (GB) specified in the program name is the maximum size of data store (aggregate of in-memory databases or caches on a single computer system or node in a cluster of servers) irrespective of the number of processors licensed. You may not exceed the specified GB data store limitation unless you acquire additional licenses from Oracle.

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

<b>Program</b>	<b>Named User Plus Minimum</b>
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
TopLink and Application Development Framework	10 Named Users Plus per Processor
Internet Application Server Java Edition	10 Named Users Plus per Processor*
Internet Application Server Standard Edition One	5 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*
BPEL Process Manager	10 Named Users Plus per Processor
Portal	10 Named Users Plus per Processor
Identity Management	10 Named Users Plus per Processor
Integration	10 Named Users Plus per Processor
Business Intelligence	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor

	Processor
Web Services Manager	10 Named Users Plus per Processor
XML Publisher	10 Named Users Plus per Processor

\*The Named User Plus Minimum does not apply if the program is installed on a one processor machine that allows for a maximum of one user per program.

<b>Program</b>	<b>Named User Plus Maximum</b>
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 ORDERING DOCUMENT



## Ordering Document

Your Name:  
Your Location:

Contract Administrator:  
Phone:  
Fax:  
Email Address:

Technical Contact:  
Phone:  
Fax:  
Email Address:

### ORACLE CONTRACT INFORMATION

**Agreement: Oracle License and Services Agreement**  
**STATE-290787-01-MAR-01**

This ordering document incorporates by reference the terms of the agreement specified above ("agreement").

#### A. PROGRAMS AND SERVICES

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
Oracle Database Enterprise Edition – Processor Perpetual License	10	400,000.00	20	320,000.00
Software Update License & Support		88,000.00	20	70,400.00

CD Pack Description	Quantity	Net Fee
Oracle9i CD for Sun Solaris	1	39.95

	List Fee	Discount %	Net Fee
License Fees	400,000.00	20	320,000.00
Software Update License & Support Fees	88,000.00	20	70,400.00
CD Pack Fees	39.95		39.95
<b>Total Fees</b>			<b>390,439.95</b>

## B. GENERAL TERMS

1. Technical Support. Technical support consists of annual 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 technical support, 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 updates 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 presentation, marketing vehicles and activities. In addition you agree to become part of Oracle's reference program by working with a representative from Oracle Marketing to develop a customer profile for use on Oracle.com and for other promotional activities at Oracle's discretion. The profile will include a quote from an executive of your company and your company's logo.
2. Fiscal Funding. Service performed under this ordering document may be continued in succeeding fiscal years for the term of the agreement contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, this ordering document shall terminate without penalty on June 30. After that date, the ordering document becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the ordering document included in its budget. Non-appropriation or non-funding shall not be considered an event of default. The State of West Virginia will not issue a purchase order or other promise to pay unless funds have been appropriated and are currently available.

This quote is valid through \_\_\_\_\_, 2005 and shall become binding upon execution by you and acceptance by Oracle.

**STATE OF WEST VIRGINIA**

**ORACLE USA, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_ (to be completed by Oracle)



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

**CHANGE ORDER**  
 6

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

**SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS**

**I N V O I C E T O**

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

**V E N D O R**

\*709065834 01 703-364-2657  
 ORACLE CORPORATION  
 2 WOODLAND COURT  
  
 BALLSTON SPA NY 12020

**S H I P T O**

VARIOUS AGENCY LOCALES  
 AS INDICATED BELOW

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
11/21/2005	NET 30	942871189	MUL
SHIP VIA	F.O.B	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL -MUL

LINE	QUANTITY		UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE			CAT. NO.	ITEM NUMBER			
					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