



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

00

CHANGE ORDER

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

**R & Ds COPY**

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  
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 RESTON VA 20190

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VARIOUS AGENCY LOCALES  
 AS INDICATED BELOW

**01D5**  
**R443**

DATE PRINTED 03/06/2001	TERMS OF SALE NET 30	FEIN/SSN 942871189	FUND MUL
SHIP VIA BEST WAY	F.O.B. DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL -MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
0001	03/01/2001		920-49		
<p>OPEN-END CONTRACT</p> <p>TO ESTABLISH A MASTER TERMS AND CONDITIONS CONTRACT FOR USE BY ALL WEST VIRGINIA STATE AGENCIES AND PARTICIPATING POLITICAL SUBDIVISIONS.</p> <p>EFFECTIVE MARCH 1, 2001 AND TO CONTINUE IN PERPETUITY OR UNTIL CANCELLED IN ACCORDANCE WITH THE ATTACHED AGREEMENT.</p> <p>ALL PRICING SHALL BE IN ACCORDANCE WITH THE ATTACHED E-BUINESS GLOBAL PRICE LIST, DATED FEBRUARY 2, 2001.</p> <p>REVISED PRICE LISTS MAY BE ADDED VIA CHANGE ORDER UPON WRITTEN REQUEST FROM ORACLE.</p> <p>PLEASE SEE ATTACHED FOR TERMS, CONDITIONS, PRICING AND ORDERING INSTRUCTIONS.</p>					
<p>ORACLE SOFTWARE AND SERVICES PER THE ATTACHED</p>					
<p>WV State Purchasing Division            Administration Unit            Certified Encumbered</p>					
<p>MAR 06 2001</p>					
<p>RETURNED TO BUYER            DATE: 3/12/01</p>					

IF APPROVAL AND FORMS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

OPEN END

APPROVED FOR ONE FISCAL YEAR

*Sawne Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

CHARLYN MILLER 304-558-2596

BY *H. Carter 3/6/01*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

TOTAL

**GENERAL TERMS & CONDITIONS  
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor / contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

## ORACLE MASTER CONTRACT

This Master Contract covers software licenses and technical support and will be available for use by all State agencies and county and local entities.

### Instructions on Use of Master Contract:

1. Oracle Corporation will provide the State entity with an Ordering Document (as attached) which is to be signed by Oracle and the State agency.
2. The State entity will prepare a Blanket Release Order showing the Oracle components listed on the Ordering Document and the price for each.

#### IF ORDERING DOCUMENT IS LESS THAN \$10,000:

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

#### IF ORDERING DOCUMENT IS MORE THAN \$10,000:

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

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

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



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

**ORACLE LICENSE TERMS**

"We," "us," and "our" refers to Oracle. "You" and "your" refers to the individual or entity that has ordered programs, services, or technical support from Oracle or an authorized distributor. "Programs" refers to the software products which you have ordered, program documentation, and any program updates acquired through technical support. "Services" refers to consulting, education, or other services which you have ordered.

**1. What This License Agreement Covers**

This license agreement includes the terms provided herein and the terms of the Ordering Document which you will sign as part of your order. Your order is not effective until the Ordering Document and Blanket Release Order are accepted by us. We will notify you of our acceptance, and your notice will include a copy of your Ordering Document. Upon our acceptance, we grant you the limited right to use our programs and any services solely for your business operations subject to the terms of this license agreement and the program documentation. You may allow your agents and contractors to use the programs for this purpose subject to the terms of this license agreement. Program documentation is either shipped with the programs, or you may access the documentation online at <http://docs.oracle.com>. If ordered, annual technical support is provided under our technical support policies, which are subject to change and may contain additional terms. Services are provided based on the then current policies for the applicable services ordered. Any terms and conditions contained in the Ordering Document, program documentation or any of the policies herein referenced which conflict with the terms of this License Agreement are null and void.

This agreement is governed by the laws of the State of West Virginia.

**2. Ownership and Restrictions**

We retain all ownership and intellectual property rights to the programs and services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program for backup purposes when your system is inoperative; we must approve any additional copies you make. Unless specified in the applicable order form or addendum under the agreement, there shall be no limitation on the number of users who may be authorized by you to use the programs, as it applies to Universal Power Unit pricing only. Any reorganization within departments or any change in name only by you, without any change in the location of the programs within your organization, shall not be considered to be a 'transfer' subject to any Oracle transfer fees; provided that you give us prior notice of the reorganization or change in name, referencing this agreement and the location of the programs. Any terms and conditions contained in any Oracle license transfer policy which conflict with this agreement are null and void.

You may not:

- remove or modify any program markings or any notice of our proprietary rights;
- re-license, rent, lease, timeshare, or act as a service bureau or provide subscription services for the programs;
- use the programs to provide third party training except for training agents and contractors that you have authorized under this license agreement;
- assign this license agreement or give the programs or an interest in the programs to another individual or entity;
- cause or permit reverse engineering or decompilation of the programs, unless required for interoperability; or
- disclose results of any program benchmark tests without our prior consent.

You agree that U.S. export control laws and other applicable export and import laws govern your use of the programs, including technical data. You agree that neither the programs nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

We may audit your use of the programs. If we give you 45 days advance written notice, you agree to cooperate with our audit, and provide us with reasonable assistance and access to information. You agree to pay any underpaid license, hosting and technical support fees.

### **3. Warranties, Disclaimers and Exclusive Remedies**

We warrant that programs will substantially operate as described in the applicable program documentation for one year after we deliver them to you. We also warrant that technical support and services will be provided consistently with industry standards, and this warranty is valid for a period of 90 days from performance of the service.

**WE DO NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT WE WILL CORRECT ALL PROGRAM ERRORS. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.**

**IF WE CANNOT SUBSTANTIALLY CORRECT A BREACH OF OUR WARRANTIES IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE, TECHNICAL SUPPORT OR OTHER SERVICES AND RECOVER THE LICENSE FEES, TECHNICAL SUPPORT FEES OR OTHER SERVICES FEES PAID TO US UNDER THIS LICENSE AGREEMENT FOR THE RELEVANT PROGRAM, TECHNICAL SUPPORT OR SERVICE. THIS IS YOUR EXCLUSIVE REMEDY.**

### **4. Trial Programs**

You may order trial programs, or we may include additional programs with your order which you may use for trial purposes only. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30 day trial period, you must obtain a license for each program from us. Programs licensed for trial purposes are provided "as is" and we do not provide technical support or any warranties for these programs.

**5. End of License Agreement**

If you breach the terms of this license agreement and fail to correct the breach within 30 days after we notify you, we may end this license agreement and your use of programs and technical support. If we end this agreement, you must pay within 30 days all amounts which have accrued prior to the end of this license agreement.

**6. Fees and Taxes**

All Program license fees payable to us are due within 30 days. Fees for Technical Support are due quarterly in arrears. As a State entity, you are exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will you file any tax returns or reports on behalf of Vendor or any other party.

**7. Indemnification**

If someone makes a claim against you that our programs infringe their intellectual property rights, we will indemnify you. To obtain this protection, you must:

- notify us promptly in writing, not later than 30 days after you receive notice of the claim, or sooner if required by applicable law;
- give us sole control of the defense and any settlement negotiations; and
- give us the information, authority, and assistance we need to defend against or settle the claim.

If we believe that any of our programs may have violated someone else's intellectual property rights, we may choose to either modify the programs or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, we may end the license for the applicable program and refund any license fees you have paid for it. We will not indemnify you if you alter a program outside the scope of use provided in the documentation or if you use a program version which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the program. This section provides your exclusive remedy for any infringement claims or damages.

**8. Entire Agreement**

You agree that this license agreement is the complete agreement for the programs, technical support and services ordered, and this license agreement supersedes all prior or contemporaneous agreements or representations. If any term of this license agreement is found to be invalid or unenforceable, the remaining provisions will remain effective.

**9. Limitation of Liability**

**IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS OR REVENUE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO THE EXCLUSIVE REMEDIES OF THE PARAGRAPH ENTITLED "INDEMNIFICATION", ORACLE'S MAXIMUM LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY YOU UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF A PROGRAM OR TECHNICAL SUPPORT OR SERVICE, THE LIABILITY SHALL BE LIMITED TO THE FEES PAID FOR THE RELEVANT PROGRAM OR TECHNICAL SUPPORT OR SERVICE, OR ONE MILLION DOLLARS (\$1,000,000.00), WHICHEVER IS GREATER. NOTWITHSTANDING THE FOREGOING, ORACLE SHALL BE LIABLE TO YOU FOR BODILY INJURY AND/OR TANGIBLE PERSONAL PROPERTY DAMAGE RESULTING**

FROM NEGLIGENT ACTIONS OR OMISSIONS OF AN ORACLE EMPLOYEE PERFORMING OBLIGATIONS SET FORTH UNDER THIS AGREEMENT TO THE EXTENT THAT SUCH ACTIONS OR OMISSIONS WERE NOT CAUSED BY YOU. AS USED ABOVE, THE TERM "TANGIBLE PERSONAL PROPERTY" SHALL NOT INCLUDE SOFTWARE, DOCUMENTATION, DATA OR DATA FILES. ORACLE'S LIABILITY SHALL NOT APPLY TO DAMAGES INCURRED FROM USE OF ANY SOFTWARE.

## 10. Definitions

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

**Named User - Single Server:** is defined as an individual authorized by you to use the programs which are installed on a single server, regardless of whether the individual is actively using the program(s) at any given time. A non human operated device will be counted as a Named User - Single Server 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.

**Named User - Multi Server:** is defined as an individual authorized by you to use the programs which are installed on 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 - Multi Server 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.

**Universal Power Unit ("UPU"):** is defined as one unit of platform dependent processing power. To determine the number of UPU's required for each Intel/CISC or Intel/CISC compatible processor, multiply the total number of MHz on which the programs are installed by a factor of 1.0. To determine the number of UPU's required for each RISC or RISC compatible processor (including Intel/RISC), multiply the total number of MHz on which the programs are installed by a factor of 1.5. To determine the number of UPU's required in a mainframe environment, multiply the total number of MIPS on which the programs are installed by a factor of 24. The total number of UPU's is determined by adding together the number of UPU's for all computers. Programs licensed on a UPU basis may be accessed by your internal users and by third party users via internet networking protocols.

**Applications User:** is defined as an individual authorized by you to use the applications 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.

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

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

**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.

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

**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.

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

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

**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.

**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.

**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. The count is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

**Trainee:** is defined as an employee, contractor, student or other person who is being trained.

**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.)*

**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.

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

**Order Line:** is defined as the total number of order entry line items processed by the program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or



quote, and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless you acquire additional Order Line licenses from us.

**Annual Transaction Volume:** 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.

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

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

**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.

**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.

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

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

**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.

**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 us.

### Term Designation

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

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

**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.

### 11. Technical Support

Annual technical support is provided under our technical support policies, which are subject to change. Technical support acquired with this order may be renewed annually and for the initial two renewal years the technical support fee will not increase by more than 5% over the prior year's fees. You may access the latest version of these policies at: <http://www.oracle.com/support/index.html?policies.html>.

### 12. Licensing Rules

**You are responsible for ensuring that the following user minimums are maintained per program:**

<b>Program</b>	<b>Minimum for: Named User - Single Server or Named User - Multi Server</b>
Oracle Database Enterprise Edition	1 Named User for every 30 UPU's
Rdb Enterprise Edition	1 Named User for every 30 UPU's
CODASYL DBMS	1 Named User for every 30 UPU's
Internet Application Server Wireless Edition	1 Named User for every 30 UPU's
Internet Application Server Standard Edition	1 Named User for every 30 UPU's
Internet Application Server Enterprise Edition	1 Named User for every 30 UPU's
Trusted Oracle Enterprise Edition	1 Named User for every 30 UPU's
Email Server	1 Named User for every 30 UPU's
Message Broker	1 Named User for every 30 UPU's

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

- Oracle Database Standard Edition and Rdb Standard Edition are restricted to certain hardware models. Check [www.oracle.com/database/availability](http://www.oracle.com/database/availability) for the approved models.
- The number of database option licenses must match the number of licenses of the associated database.

### 13. Additional Terms and Conditions.

- a. Fiscal Funding - Service performed under an 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, the 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.

- b. Interest - Should the Agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law.
- c. Recoupment - Any language in the Agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- d. Attorney Fees - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- e. Assignment - Upon written notice to us, you may assign your rights under this Agreement to an entity resulting from a merger or a sale or other transfer of substantially all of your assets provided that the assignee company is not our competitor, and the assignee agrees in writing to the terms and conditions of this Agreement.
- f. Right to Terminate - Agency shall have the right to terminate the Agreement within thirty (30) days written notice to Vendor, however, termination shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve the Agency's obligation to pay all fees that have accrued or are otherwise owed under any order form.
- g. Termination Charges - Any provision in the Agreement requiring the Agency to pay a fixed amount or liquidated damages upon termination of the Agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term provided that all fees accrued have been paid.
- h. Renewal - Any reference in the Agreement to automatic renewal is hereby deleted. The Agreement may be renewed only upon mutual written agreement of the parties. This is a perpetual agreement. There will be no renewal or term unless indicated on the ordering document as 2 or 4 year terms.
- i. Acceleration - Any reference in the Agreement to acceleration of payments in the event of default or non-funding is hereby deleted.
- j. Amendments - All amendments, modifications, alterations or changes to the Agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this Agreement without the express written approval of the Purchasing Division and the Attorney General.

**Attachments:**

**Attachment 1: Addendum One, E-Business Pricing**

The Effective Date of this agreement is March 1, 2001.

**ORACLE CORPORATION**

Signature:

*Tracey Buckus*

Name:

**TRACEY BUCKUS  
MANAGER, EAST COAST**

Title:

**CONTRACTS ADMINISTRATION  
ORACLE SERVICES INDUSTRIES**

**STATE OF WEST VIRGINIA**

Signature:

*Heather A. Connolly*

Name:

Heather A. Connolly  
Assistant General Counsel

Title:

\_\_\_\_\_

**STATE OF WEST VIRGINIA CONTRACT  
E-BUSINESS PRICING  
ADDENDUM ONE**

**Terms and Conditions applicable to Oracle E-business Products**

This Addendum One ("Addendum") to the Master License Agreement between Oracle Corporation ("we," "us," and "our") and the State of West Virginia ("you," and "your") dated March 1, 2001 ("Agreement") is effective as of the date designated below. This Addendum establishes the pricing terms and conditions necessary to allow you to purchase Oracle E-business products set forth in Attachment A.

**1. DEFINITIONS**

In addition to the Definitions set forth in the Agreement the following Definitions shall also apply:

- "E-Business Global Price List" is defined as the prices contained in Attachment A hereto.

**2. TERM OF THE ADDENDUM**

The Term of this Addendum (Term") and any discount percentages or fees set forth herein, shall be for one (1) year from the Addendum's Effective Date. Thereafter you shall be precluded from purchasing products and services under the terms of this Addendum. The Term of this Addendum, discount percentages or fees may be extended annually, as mutually acceptable by both parties.

**3. ORACLE PROGRAMS**

3.1 Product Discounts. You may acquire Oracle Program licenses and Technical Support services at the discounts set forth below off the E-business prices contained on Attachment A that are available in production release status on your computer hardware/operating system combinations on the effective date of the Ordering Document. Discounts shall be calculated by taking the total amount of each purchase of Program Licenses and Technical Support and applying the corresponding discount in the Table below. Discounts shall be on an independent transaction basis and are not cumulative over time for discount purposes.

<b>Transaction Band (List License + List Support)</b>	<b><i>e-business</i> Discount</b>
\$0 to \$5,000	0%
\$5,001 - \$10,000	5%
\$10,001 - \$25,000	10%
\$25,001 - \$50,000	15%
\$50,001 - \$100,000	20%
\$100,001 - \$250,000	25%
\$250,001 - +	30%

4. TECHNICAL SUPPORT

For the Term of this Addendum, fees for Technical Support are due quarterly in arrears.

5. PROFESSIONAL/CONSULTING SERVICES

You acknowledge that Professional/Consulting Services are offered separately from any Program Licenses acquired under this Addendum. You understand that you have the right to acquire Program licenses without acquiring Professional/Consulting Services, and may acquire Professional/Consulting Services without acquiring Program licenses.

6. PAYMENT

For the Term of this Addendum, fees for Technical Support are due quarterly in arrears. Payment for all fees shall be as specified in the Agreement. The payment obligation incurred by issuing an Ordering Document is non-cancelable and the amounts paid are non-refundable, except as provided in the Agreement.

7. GENERAL TERMS

7.1 An Ordering Document must be signed by you and countersigned by Oracle for each Program License or other products ordered under this Addendum. All orders shall be deemed to incorporate the terms and conditions of the Agreement, this Addendum and the Ordering Document, accordingly no other preprinted, attached or referenced terms and conditions shall apply.

7.2 Attachments. The following Attachments are incorporated in this Amendment:

- Attachment A: Oracle E-Business Global Price List, dated February 2, 2001
- Attachment B: Sample Oracle Ordering Document

The Effective Date of this Addendum is March 1, 2001.

ORACLE CORPORATION

STATE OF WEST VIRGINIA

Signature: Tracey Buckus

Signature: Heather A. Connolly

Name: **TRACEY BUCKUS**  
Title: **MANAGER, EAST COAST**  
**CONTRACTS ADMINISTRATION**  
**ORACLE SERVICES INDUSTRIES**

Name: Heather A. Connolly  
Title: Assistant General Counsel

# ORACLE<sup>®</sup>

E-Business Global Price List  
February 2, 2001

Oracle Database

	Named User Single Server License	Named User Multi Server License	Universal Power Unit License	License Price	Other Licensing Metrics	Minimum	Licensing Note
<b>Database Products</b>							
<b>Oracle Database</b>							
Oracle Database Standard Edition	160	200	15	-	-	5 Named Users	Note 2 6
Oracle Database Enterprise Edition	600	750	100	-	-	-	Note 1 2
Trusted Oracle Enterprise Edition	720	900	120	-	-	-	Note 1 2
Oracle Database Personal Edition	395	-	-	-	-	1	-
Oracle Database Lite	295	-	-	-	-	1	-
<i>Oracle Database Enterprise Edition Options:</i>							
Advanced Security	120	150	15	-	-	-	Note 3
Label Security	120	150	15	-	-	-	Note 3
Parallel Server	240	300	30	-	-	-	Note 3
Partitioning	240	300	30	-	-	-	Note 3
Spatial	360	450	40	-	-	-	Note 3
Diagnostic Management Pack	40	50	10	-	-	-	Note 3
Tuning Management Pack	40	50	10	-	-	-	Note 3
Change Management Pack	40	50	10	-	-	-	Note 3
Management Pack for SAP R/3	40	50	10	-	-	-	Note 3
<b>Application Servers</b>							
Internet Application Server Standard Edition	35	45	5	-	-	-	Note 1 2
Internet Application Server Enterprise Edition	200	250	30	-	-	-	Note 1 2
Internet Application Server Wireless Edition	95	120	150	-	-	-	Note 1, 2
<b>Tools</b>							
Internet Developer Suite	3 995	4 995	-	-	-	1	-
Discoverer Desktop Edition	795	995	-	-	-	1	-
SQL*Plus	495	620	-	-	-	1	-
Programmer	995	1 245	-	-	-	1	-
<b>Integration Products</b>							
Open System Gateways	-	-	-	15 000	Computer	1	Note 4
Mainframe Integration Gateways	-	-	-	95 000	Computer	1	Note 4
Enterprise Integration Gateways	-	-	-	95,000	Computer	1	Note 5
EDA/SQL Gateways	-	-	-	120,000	Computer	1	-
Each Additional EDA/SQL Driver	-	-	-	60,000	Computer	1	-
Applications InterConnect Toolkit	100	125	15	-	-	-	Note 1, 2
<b>Other Server Products</b>							
Email Server	15	19	10	-	-	-	Note 1 2
Internet Directory	-	-	50	5	Entry	5000 Entries	Note 2
Message Broker	95	120	10	-	-	-	Note 1 2
<b>Data Warehousing Products</b>							
Warehouse Builder	-	-	25	-	-	-	Note 2
Pure Name & Address (US)	-	-	30	-	-	-	Note 2
Pure Name & Address (Canada)	-	-	8	-	-	-	Note 2
Geocode	-	-	5	-	-	-	Note 2
Oracle Data Mining Suite	-	-	50	-	-	-	Note 2
Express Server	1 595	1,995	200	-	-	1 Named User	Note 2
Express Analyzer	595	745	-	-	-	1	-
Express Objects	3 995	4,995	-	-	-	1	-

**Available on All Products:**  
 4-Year Term License at 60% of Perpetual License      Product Support available at 7% of Perpetual License (Prerequisite: Update Subscription)  
 2-Year Term License at 35% of Perpetual License      Update Subscription available at 15% of Perpetual License

**Available on All Products on this page only:**  
 1-Year Hosting Term License at 20% of Perpetual License (subject to Oracle management approval)

<sup>1</sup> If licensing by Named User, Customer must determine the number of Universal Power Units (UPU) on each server. The required minimum is 1 Named User for every 30 UPU's.  
<sup>2</sup> If licensing by UPU, the minimum is 200 UPU's.  
<sup>3</sup> Options must match the number of licenses of the associated database.  
<sup>4</sup> Open System Gateways include Oracle Transparent Gateways for MS SQL Server, Sybase, Rdb, Ingres, Informix, Teradata, and RMS.  
 Mainframe Integration Gateways include Oracle Transparent Gateways for DB2, Pure Extract, Replication Services.  
<sup>5</sup> Enterprise Integration Gateways include Access Manager for AS/400 Procedural Gateway for MQ Series, APPC, Transparent Gateway for DB2/400 and IBM DRDA.  
<sup>6</sup> Oracle Database Standard Edition is limited to certain hardware models. Check <http://oracle.com/ip/deploy/database/availability/> for approved models.



Oracle Rdb

	Named User Single Server License	Named User Multi Server License	Universal Power Unit License	License Price	Other Licensing Metrics	Minimum	Licensing Note
<b>Rdb Products</b>							
<b>Rdb Server Products</b>							
Rdb Enterprise Edition	600	750	100	-	-	-	Note 1 2
CODASYL DBMS	440	550	-	-	-	-	Note 1
<i>Rdb Server Options:</i>							
TRACE/Expert	40	50	5	-	-	-	Note 3 4
Power Utilities	80	100	10	-	-	-	Note 3
Hot Standby	180	225	20	-	-	-	Note 3 4
<b>Rdb Development, Query and Reporting Tools</b>							
Programmer for Rdb	995	1 245	-	-	-	1	Note 5
RALLY	3 995	4 995	-	-	-	1	-
CDD/ Repository	3 000	3 750	-	-	-	1	-
RALLY Client	445	555	-	-	-	1	-
Enterprise Manager DBA Pack for Rdb	-	-	-	1 195	Computer	1	-
CDD/R Runtime	-	-	-	15,995	Computer	1	Note 6

**Available on All Products:**  
 4-Year Term License at 60% of Perpetual License      Product Support available at 7% of Perpetual License (Prerequisite: Update Subscription)  
 2-Year Term License at 35% of Perpetual License      Update Subscription available at 15% of Perpetual License

<sup>1</sup> If licensing by Named User, Customer must determine the number of Universal Power Units (UPU) on each server. The required minimum is 1 Named User for every 30 UPU.  
<sup>2</sup> If licensing by UPU the minimum is 200 UPU.  
<sup>3</sup> Options must match the number of licenses of the associated database.  
<sup>4</sup> TRACE/Expert and Hot Standby may also be licensed with CODASYL DBMS.  
<sup>5</sup> Oracle precompilers supported via SQL\*Net for Rdb for use across Oracle & Rdb Servers.  
<sup>6</sup> CDD/R Runtime is an unlimited use license for applications requiring CDD/R deployment licenses. The license limits access to CDD/R runtime and does not include a license for the developer.

	License Price	Licensing Metric	Minimum	Licensing Note
<b>Applications</b>				
<b>Marketing</b>				
Marketing Online	9 995	Application User	10	-
Marketing Intelligence	995	Application User	10	-
<b>Sales</b>				
iStore	100	Universal Power Unit	200	-
iPayment	100	Universal Power Unit	200	-
TeleSales	2 995	Application User	1	-
Sales Online	3 995	Application User	1	-
Option: Mobile Sales	995	Application User	1	-
Sales Intelligence	295	Application User	1	-
Incentive Compensation	495	Compensated Individual	1	-
<b>Order Management</b>				
<b>Order Management</b>				
Option: Release Management	0 60	Order Line	50 000	-
Advanced Pricing	0 20	Order Line	50 000	Note 1
Configurator	0 20	Order Line	50 000	-
SellingPoint Mobile Configurator	350	Universal Power Unit	200	-
Mobile Supply Chain Applications	4 500	Application User	10	-
Warehouse Management	2 995	Application User	5	-
	5 995	Application User	15	-
<b>Supply Chain Planning</b>				
<b>Advanced Supply Chain Planning</b>				
Option: Constraint Based Optimization	1 000	\$M Cost of Goods Sold	30	-
Option: Risk Optimization	250	\$M Cost of Goods Sold	30	Note 1
	250	\$M Cost of Goods Sold	30	Note 1
Global Order Promising	250	\$M Cost of Goods Sold	30	-
Demand Planning	500	\$M Cost of Goods Sold	30	-
Supply Chain Intelligence	500	\$M Cost of Goods Sold	30	-
<b>Procurement</b>				
<b>Purchasing</b>				
iProcurement	3 995	Application User	5	Note 2
Purchasing Intelligence	5	Purchase Line	5 000	-
iSupplier Portal	3 00	Purchase Line	5 000	-
	1 00	Purchase Line	5 000	-
<b>Manufacturing</b>				
<b>Discrete Manufacturing</b>				
Option: Flow Manufacturing	3 995	Application User	10	Note 2
Option: Manufacturing Scheduling	2 995	Application User	10	Note 1
	1 495	Application User	10	Note 1
Process Manufacturing	6 995	Application User	15	-
Manufacturing Intelligence	995	Application User	10	-
Shop Floor Management	4 995	\$M Cost of Goods Sold	30	-
<b>Service</b>				
<b>iSupport</b>				
TeleService	100	Universal Power Unit	200	-
Service Online	2 995	Application User	1	-
Option: Depot Repair	2 995	Application User	1	-
Option: Spares Management	995	Application User	1	-
Advanced Scheduler	995	Application User	1	-
Mobile Field Service	695	Field Technician	1	-
Contracts	1,995	Field Technician	1	-
Customer Intelligence	5,995	Application User	10	-
	50	Employee	100	-
<b>Projects</b>				
Project Costing	3 995	Application User	5	Note 2
Project Billing	2 995	Application User	5	-
Internet Time	125	Application User	50	-
Project Contracts	5 995	Application User	10	-
	1 495	Application Read-Only User	1	-
<b>Financial</b>				
<b>Financials</b>				
Treasury	3 995	Application User	5	Note 2
Financials & Sales Analyzers	39 995	Application User	5	-
Internet Expenses	1,495	Application User	5	-
iReceivables	5	Expense Report	1,000	-
Financials Intelligence	50	1K Invoice Line	20	-
Activity Based Management	50	Employee	100	-
Balanced Scorecard	95	Employee	100	-
	95	Employee	100	-

**Available on All Products:**  
 4-Year Term License at 60% of Perpetual License      Product Support available at 7% of Perpetual License (Prerequisite: Update Subscription)  
 2-Year Term License at 35% of Perpetual License      Update Subscription available at 15% of Perpetual License

<sup>1</sup> An option must be licensed at the same level as its parent. Example: number of Flow Manufacturing users = number of Discrete Manufacturing users.  
<sup>2</sup> Primary Usage: is defined as each Application User of the following applications: Financials, Discrete Manufacturing, Project Costing and Purchasing. Each such User is counted only once based on primary usage. You must specify how many Application Users you are licensing for each application. Primary Usage of one of the applications listed above provides the Application User with the right to use any or all of the other application programs listed above for which you are licensed. Primary Usage does not provide you with the right to use other application programs including the extensions or options to the application programs listed above.

	License Price	Licensing Metric	Minimum	Licensing Note
<b>Human Resources</b>				
Human Resources	60	Person	100	-
Self-Service Human Resources	25	Person	100	-
Payroll	60	Person	500	-
Time Management	30	Person	100	-
Advanced Benefits	40	Person	500	-
HR Intelligence	25	Person	100	-
Training Administration	30	Trainee	100	-
<b>Other</b>				
Tutor for Applications	495	Application User	5	Note 7
Self-Service Tutor for Applications	20	Employee	5	Note 7
EDI Gateway	29 995	Computer	1	-
Applications Read-Only User (for Financials, Purchasing, Project Costing, Discrete Manufacturing, and Process Manufacturing)	1 495	Application Read-Only User	1	-
Maintenance - Repair & Overhaul (MRO) Bundle	9 995	Application User	1	-
MRO Bundle - Read-Only	3 995	Application Read-Only User	1	-
<b>Application Technologies</b>				
Management Pack for Oracle Applications	40	Named User Single Server	-	Note 3
	50	Named User Multi Server	-	Note 5
	10	Universal Power Unit	-	Note 5
<b>Call Center</b>				
Advanced Inbound	995	Workstation	1	-
Advanced Outbound	995	Workstation	1	-
Scripting	595	Workstation	1	-
eMail Center	1 995	Workstation	50	-
Call Center Intelligence	595	Workstation	1	-
<b>E-Business Hubs</b>				
Exchange Marketplace	5 000	\$M Annual Transaction Volume	300	Note 2
Supply Chain Hub	200	SKU	10,000	Note 2
Product Development Hub	995	Application User	1500	Note 2
Transportation Hub	5 000	\$M Annual Transportation Spend	60	Note 2
<b>Vertical Applications</b>				
<b>Communications/Utilities</b>				
CRL Financial Management	249 995	Module	1	Note 4
	0 25	Per Subscriber Thereafter	1	Note 4
Network Logistics (Network Asset Tracking)	249 995	1st 200 000 Subscribers	1	Note 4
	0 50	Per Subscriber Thereafter	1	Note 4
Provisioning	249 995	Module	1	Note 4
	1 50	Per Subscriber Thereafter	1	Note 4
Number Portability	249 995	Module	1	Note 4
	10	Ported Number/Year	1	Note 4
<b>Public Sector/University</b>				
Student System	115	Student	2 500	-
Grants	3 995	Application User	5	-
<b>Financial Services</b>				
Financial Data Manager	200 000	Computer	1	-
Performance Analyzer	110	\$M in Revenue	1	-
Transfer Pricing	110	\$M in Revenue	1	-
Transfer Pricing Online	750	Application User	5	-
Budgeting and Planning	3 000	Application User	5	-
Risk Manager	85	\$M in Revenue	1	-
FTI Integration to GL	100,000	Computer	1	-
<b>Health Care</b>				
Clinical	15 000	Application User	5	-
Option: Distributed Study Conduct	3 000	Application User	5	Note 1
Remote Data Capture	9	CRF Page	10 000	Note 6
Thesaurus Management System	9,000	Application User	1	Note 3
Thesaurus Management System - Read-Only	1 000	Application Read-Only User	5	Note 3

<b>Available on All Products:</b>	
4-Year Term License at 60% of Perpetual License	Product Support available at 7% of Perpetual License (Prerequisite: Update Subscription)
2-Year Term License at 35% of Perpetual License	Update Subscription available at 15% of Perpetual License

<sup>1</sup> An option must be licensed at the same level as its parent. Example: number of Flow Manufacturing users = number of Discrete Manufacturing users

<sup>2</sup> Exchange products are hosted. The hosting fee is USD \$50,000 per month.

<sup>3</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>4</sup> Customers must pay for both the module and the subscriber/workstation fee.

<sup>5</sup> Must match the number of licenses of the associated database.

<sup>6</sup> Remote Data Capture can only be licensed for remote site users. In-house entry users require a Clinical license.

<sup>7</sup> The number of Application Users of 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 other than the Application User metric, then the number of licenses for Tutor for Applications must match the number of Application Users that the customer would have licensed for the Application, provided that this metric was available. Once licensed on the Tutor for Applications, the Application Users may use any of the Tutor products bundled in this product.

Oracle Education Subscription

Subscription	Licensing Metric	Frequency	Minimum	Licensing Note	
Learning Network	1 195	Named User	Yearly	1 00	Note 1
iLearning	4	Named User	Monthly	5 000	Note 2

<sup>1</sup> Terms of use are described in the online Professional Subscription Agreement

<sup>2</sup> At the minimum the customer must license a number of Named Users and Months that are equal to USD \$5 000 or the equivalent currency

## Oracle Support Services

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

### Updates Subscription Service

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

### Product Support

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

### Premium Support

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

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

### Incident Support

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

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

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

### Customer Support Services Policies and Definitions

The complete policy can be found in the Technical Support Policies.

#### **Reinstatement Fee**

Oracle Updates Support for a particular Program license is available only at the time of the acquisition of the Program license.

In the event that Oracle Product Support lapses or was not acquired with Program licenses, and provided that Customer continuously maintains Updates Subscription Service, any reinstatement will be provided at Oracle's then-current list prices for OracleSILVER Product Support. Support cannot be reinstated for a minimum of six months from the termination or lapse date.

#### **License Set**

A License Set is a logically related group of Programs identified by the Customer and installed on the same system(s) and/or used with the same application.

#### **Matching Service Levels**

When acquiring Oracle Technical Support, all Programs supported in a given License Set must be supported under the same Oracle Technical Support service level (e.g., Oracle Product Support).

#### **Unsupported Programs**

Customers with unsupported Programs do not receive updates, maintenance releases, patches, telephone assistance, or any other Oracle Technical Support services.

#### **Technical Contacts**

With the order of any service described below, excluding the Oracle Updates Subscription, Customer may designate one primary and one backup employee ("Technical Contacts") per License Set, to serve as liaisons with OSS. With each U.S. \$60,000 in net support fees per License Set, Customer has the option to designate an additional two (2) primary and four (4) backup Technical Contacts.

#### **Program Updates**

For any Updates to the Programs, Oracle shall ship to the specified Customer location one Update copy for each operating system for which Customer's Program licenses were ordered.

#### **Termination**

All Technical Support services ordered for a Support Period shall be non-cancelable and non-refundable.

## DEFINITIONS AND GENERAL LICENSING RULES

**Named User - Single Server:** is defined as an individual authorized by you to use the programs which are installed on a single server regardless of whether the individual is actively using the program(s) at any given time. A non human operated device will be counted as a Named User - Single Server 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.

**Named User - Multi Server:** is defined as an individual authorized by you to use the programs which are installed on 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 - Multi Server 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.

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

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

**Universal Power Unit ("UPU"):** is defined as one unit of platform dependent processing power. To determine the number of UPU's required for each Intel/CISC or Intel/CISC compatible processor, multiply the total number of MHz on which the programs are installed by a factor of 1.0. To determine the number of UPU's required for each RISC or RISC compatible processor (including Intel/RISC) multiply the total number of MHz on which the programs are installed by a factor of 1.5. To determine the number of UPU's required in a mainframe environment multiply the total number of MIPS on which the programs are installed by a factor of 24. The total number of UPU's is determined by adding together the number of UPU's for all computers. Programs licensed on a UPU basis may be accessed by your internal users (including agents and contractors) and by authorized third party users that access the programs via Internet networking protocols.

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

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

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

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

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

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

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

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

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

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

**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.

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

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

**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. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

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

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

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

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

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

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

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

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

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

**TERM DESIGNATION**

If your Program License does not specify a term the Program license is perpetual and shall continue unless terminated as otherwise provided in the Agreement.

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

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

**1 Year Term:** A Program license specifying a 1 Year Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 Year Term the program license shall terminate. A program license specifying a 1 Year Term may only be used for providing internet hosting services.



# Sample Ordering Document

Your Name:  
Your Location:

Contract Administrator:  
Phone:  
Fax:

Technical Contact:  
Phone:  
Fax:  
Email Address:

## ORACLE CONTRACT INFORMATION

Agreement: West Virginia State Contract, \_\_\_\_\_

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

### A. PROGRAMS

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

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

### CD Packs:

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

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



## **B. GENERAL TERMS**

1. Technical Support. Technical support consists of Update Subscription Service, Product Support and/or other technical support services you may have ordered. Fees for Technical Support Services are due and payable quarterly in arrears. Technical Support Services are effective upon shipment or upon the Effective Date of this Ordering Document if shipment is not required.
2. Miscellaneous. The Shipment Summary included with this Ordering Document specifies the CD Pack and/or programs on the particular computer operating system requested by you, which have been shipped or currently are being shipped to you. Where shipment is required, we shall deliver to Your Location 1 copy of the software media and 1 set of Documentation (in the form generally available) for each program currently available in production release as of the Effective Date below. You shall be responsible for installation of the software. All fees due under this Ordering Document shall be non-cancellable and the sums paid nonrefundable, except as provided in the license agreement. You agree to pay applicable media and shipping charges. Provided you continuously maintain Update Subscription Service, additional CD Packs for the programs provided under this Ordering Document may be ordered through the Oracle Store at the standard CD Pack price. If you lose or damage the media containing a program licensed hereunder, upon your written notice we will provide a replacement copy thereof, under our then-current Technical Support policies, for a media and shipping charge. The following shipping terms shall apply: FOB Shipping Point, Prepaid, and Add. These terms shall also apply to any options exercised by you.
3. 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.
4. Segmentation. The program licenses provided in this Ordering Document are offered separately from any other proposal for consulting services you may receive or have received from us and do not require you to purchase our services.

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

**STATE OF WEST VIRGINIA**

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

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

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

Effective Date: \_\_\_\_\_

**ORACLE CORPORATION**

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

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

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

**SHIPMENT SUMMARY:**

**CD PACK**

Oracle Database CD Pack v1 for Sun Solaris

Oracle Database CD Pack v1 for HP 98XX/HP-UX

**PROGRAMS**

Oracle8i Enterprise Edition

Oracle8i Enterprise Edition

**CSI NUMBER**

