



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

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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
 7

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

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

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

SHIP TO

AGENCY COPY

VARIOUS AGENCY LOCALES
 AS INDICATED BELOW

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/09/2006		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 #07				
<p>TO EXTEND THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS.</p> <p>EFFECTIVE DATE OF EXTENSION: 08/31/2006 THROUGH 12/29/2006</p> <p>SEE THE ATTACHED "AMENDMENT EIGHT" TO THE LICENSE AGREEMENT BETWEEN ORACLE USA, INC. AND THE STATE OF WEST VIRGINIA.</p> <p>*****NO ADDITIONAL CHANGES*****</p> <p>PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==></p>							
						<p>WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED</p> <p>NOV 17 2006</p> <p><i>Beverly Toler</i></p>	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 1687 11-14-06

OPEN END
TOTAL

Dwayne Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Krista Berrell*
 KRISTA BERRELL 304-558-2596
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of 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 EIGHT
to the
LICENSE AGREEMENT
between
ORACLE USA, INC.
and
THE STATE OF WEST VIRGINIA

This Amendment Eight ("Amendment Eight") 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, and as amended by Amendments One through Seven (the "agreement"). Should there be any inconsistencies between this Amendment Eight and the agreement, the provisions of this Amendment Eight shall take precedence.

The parties hereby agree to amend the agreement as follows:

1. Term.

The term of the agreement shall be extended until December 29, 2006.

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

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

Until December 29, 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 December 29, 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.

3. Migration Matrix.

For purposes of this Amendment Eight, Oracle's E-Business Migration Matrix, dated July 1, 2005, which is incorporated into and attached to Amendment Seven to the agreement as **Attachment 2**, remains valid until December 29, 2006. All previous migration matrices are hereby null and void.

4. License Definitions and Rules.

For purposes of this Amendment Eight, Oracle's License Definition and Rules, dated August 19, 2005, which is incorporated into and attached to Amendment Seven to the agreement as **Attachment 3**, 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 Eight. 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.

5. Ordering Document.

The Sample Ordering Document to be used under the agreement is the Sample Ordering Document that is incorporated into and attached to Amendment Seven to the agreement as **Attachment 4**.

6. Oracle Education.

Until December 29, 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>.

7. 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 December 29, 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


8. The following Attachments to Amendment Seven remain 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 |

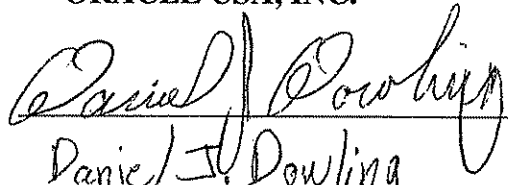
Other than the amended terms set forth herein, the terms and conditions of the agreement shall remain unchanged and in full force and effect.

The Effective Date of this Amendment Eight shall be September 1, 2006.

STATE OF WEST VIRGINIA

By: 
Name: James A. Kirby, III
Title: General Counsel
Date: 11/6/06

ORACLE USA, INC.

By: 
Name: Daniel J. Dowling
Title: Contracts Manager
Date: 30 October, 2006



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 Department of Administration
 Purchasing Division
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	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