Purchase Order

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

PURCHASE ORDER NO.	PAGE
ORACLE01	1

BLANKET RELEASE
00

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

CHANGE ORDER
9

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

AGENCY COPY

VENDOR:
*709065834 01   703-364-2657
ORACLE CORPORATION
1910 ORACLE WAY

RESTON VA 20190

SHIP TO:
VARIOUS AGENCY LOCALES
 AS INDICATED BELOW

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
05/15/2007	NET 30	942871189	MUL

SHIP VIA	F.O.B	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL -MUL

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

CHANGE ORDER #09

TO AMEND THE MASTER CONTRACT PER THE ATTACHED
AMENDMENT TEN BETWEEN ORACLE CORPORATION AND THE STATE
OF WEST VIRGINIA.

EFFECTIVE: MARCH 01, 2007 - MAY 31, 2007

*************** NO ADDITIONAL CHANGES *****************

PURCHASING DIVISION
CERTIFIED ENCUMBERED

MAY 3 0 2007

Beverly Toler

PREVIOUS PO TOTAL==>   OPEN END
PO NET CHANGE (+) ==>

OPEN END

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☒ 5/18/07

	TOTAL
	OPEN END

*APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL*

KRISTA FERRELL   304-658-2596
BY _____ 5/30/07
PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.

2. **APPLICABLE LAW:** The laws of the State of West Virginia and the **Legislative Rules** of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.

3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/ Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/ Contract becomes void and of no effect after June 30.

4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.

5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.

6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.

7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer {b} be merchantable and fit for the purpose intended and/or {c} be free from defect in material and workmanship.

8. **CANCELLATION:** The Director or 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 Viginia 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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

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

This Amendment Ten ("Amendment Ten") 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, 2002, and as amended by Amendments One through Nine (the "Agreement").

Amendment Ten shall include the following documents:
- Exhibit A – Oracle Technology Global Price List, dated April 20, 2007
- Exhibit B – Oracle License Definitions and Rules, dated April 4, 2007

Should there be any inconsistency between the Agreement and this Amendment Ten, the provisions of this Amendment Ten shall take precedence.

The parties hereby agree to amend the Agreement as follows:

1) <u>Term</u>. The term of the Agreement shall be extended until May 31, 2007.

2) <u>Price List</u>. Oracle Technology Global Price List, **Exhibit A,** dated April 20, 2007 (the "Price List") replace the previous Price List dated August 19, 2005. All prior Price Lists are hereby deleted and made null and void.

    Until May 31, 2007, you may acquire licenses for the programs listed on the Price List, provided that such programs are available in production release when ordered, and provided that 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 Software Update License and Support for such programs listed on the Price List less the discount determined in the Discount Schedule below, provided that you have continuously maintained technical support for its existing licenses.

3) <u>Discount Schedule</u>. Until May 31, 2007, the following Discount Schedule shall apply to the fees listed on the Price List for Program licenses and first-year Software Update License and Support 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

Transaction Band (List License + List Support)	E-Business Discounts
$0 to $100,000	25%
$100,001 to $250,000	30%
$250,001 to $375,000	35%
$375,001	40%

4) <u>License Definitions and Rules</u>. Oracle's License Definition and Rules, **Exhibit B**, dated April 4, 2007 replace the previous License Definition and Rules dated August 19, 2005. This updated version shall apply to all orders for licensing under the Price List. All prior License Definitions and Rules are hereby deleted and made null and void.

5) <u>Oracle Education.</u> Until May 31, 2007 you may purchase Oracle University at 15% discount off the then current list price in effect at the time of registration/order placement. A description of Oracle's current education policies and most current course offerings are set forth at: http://www.oracle.com/education.

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

Until May 31, 2007, you may purchase Advance Product Support at the rates specified below:

APS Rates per Day with Discount Levels	
Up to 31 days	$1,913 per day
31 – 100 days	$1,1817 per day
100 – 200 days	$1,722 per day
200 or more days	$1,626 per day

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 Ten shall be March 1, 2007.

STATE OF WEST VIRGINIA   **ORACLE USA, INC.**

By: _____   By: _Kylie Lahijani_

Name: _____   Name: _KYLIE LAHIJANI_

Title: _____   Title: _CONTRACTS MANAGER_

Date: _____   Date: _APRIL 25, 2007_

Exhibit A
Oracle Technology Global Price List
April 20, 2007

ORACLE®

Oracle Technology Global Price List
April 20, 2007

Oracle Database

Database Products
Oracle Database

	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Standard Edition One [10]	149	32.78	4,995	1,098.90
Standard Edition [5]	300	66.00	15,000	3,300.00
Enterprise Edition [8]	800	176.00	40,000	8,800.00
Personal Edition [9]	400	88.00	-	-
Lite [41]	-	-	20,000	4,400.00
Enterprise Edition Options: [2]				
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
Content Database Suite	1,000	220.00	50,000	11,000.00
Records Database	1,000	220.00	50,000	11,000.00
Database Vault	400	88.00	20,000	4,400.00
Warehouse Builder Enterprise ETL	200	44.00	10,000	2,200.00
Warehouse Builder Data Quality	300	66.00	15,000	3,300.00
Database Enterprise Management [2]				
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
Provisioning Pack for Database	60	13.20	3,000	660.00

	License Price	Software Update License & Support	Licensing Metric	Minimum
Secure Backup	3,000	660.00	Per Tape Drive	-
Warehouse Builder Connector [40]	20,000	4,400.00	Per Warehouse Builder Connector	1

	Maximum Data Store	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
TimesTen [2]					
TimesTen In-Memory Database	≤2 GB	-	-	12,000	2,640.00
	≤ 10 GB	-	-	18,000	3,960.00
	≤ 100 GB	-	-	24,000	5,280.00
	≤ 1 TB	-	-	48,000	10,560.00
	> 1 TB	-	-	96,000	21,120.00
		-	-		
TimesTen In-Memory Database Options [2]					
Replication - TimesTen to TimesTen	≤2 GB	-	-	6,000	1,320.00
	≤ 10 GB	-	-	9,000	1,980.00
	≤ 100 GB	-	-	12,000	2,640.00
	≤ 1 TB	-	-	24,000	5,280.00
	> 1 TB	-	-	48,000	10,560.00
Cache Connect to Oracle	≤2 GB	-	-	6,000	1,320.00
	≤ 10 GB	-	-	9,000	1,980.00
	≤ 100 GB	-	-	12,000	2,640.00
	≤ 1 TB	-	-	24,000	5,280.00
	> 1 TB	-	-	48,000	10,560.00
Berkeley Database					
Berkeley DB - High Availability		-	-	8,500	1,870.00
Berkeley DB - Transactional Data Store		-	-	5,000	1,100.00
Berkeley DB - Concurrent Data Store		-	-	1,500	330.00
Berkeley DB - Data Store		-	-	750	165.00
Berkeley DB Java Edition - Transactional Data Store		-	-	5,000	1,100.00
Berkeley DB Java Edition - Concurrent Data Store		-	-	1,500	330.00
Berkeley DB XML - High Availability		-	-	12,000	2,640.00
Berkeley DB XML - Transactional Data Store		-	-	7,000	1,540.00
Berkeley DB XML - Concurrent Data Store		-	-	2,250	495.00
Berkeley DB XML - Data Store		-	-	1,500	330.00

Other Products

	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Secure Enterprise Search [37]	60	13.20	30,000	6,600.00

	License Price	Software Update License & Support	Licensing Metric	Minimum
Secure Enterprise Search Connector [43]	30,000	6,600.00	Connector	1

Integration Products	Named User Plus	Software Update License & Support	Computer License	Software Update License & Support
Open System Gateways	-	-	15,000	3,300.00
Mainframe Integration Gateways	-	-	95,000	20,900.00
Enterprise Integration Gateways	-	-	35,000	7,700.00

Data Warehousing Products	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Express Server	800	176.00	40,000	8,800.00
Express Analyzer	800	176.00	-	-
Express Objects	5,000	1,100.00	-	-

Rdb Products	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Rdb Server Products [30]				
Rdb Enterprise Edition	800	176.00	40,000	8,800.00
CODASYL DBMS	800	176.00	-	-
Rdb Server Options:				
TRACE [31, 32]	100	22.00	5,000	1,100.00
Rdb Development, Query and Reporting Tools				
Programmer for Rdb [33]	1,000	220.00	-	-
CDD/ Repository	5,000	1,100.00	-	-
CDD/R Runtime [34]	-	-	5,000	1,100.00

Oracle Fusion Middleware

	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Internet Application Server Products				
TopLink and Application Development Framework [22]	100	22.00	5,000	1,100.00
Java Edition [22, 24]	100	22.00	5,000	1,100.00
Standard Edition One [16, 24]	149	32.78	4,995	1,098.90
Standard Edition [24]	200	44.00	10,000	2,200.00
Enterprise Edition [24]	600	132.00	30,000	6,600.00
BPEL Process Manager	1,000	220.00	50,000	11,000.00
Portal	200	44.00	10,000	2,200.00
Portal Standard Edition One [16]	149	32.78	4,995	1,098.90
Integration and Enterprise Service Bus	400	88.00	20,000	4,400.00
Forms and Reports	400	88.00	20,000	4,400.00
Web Services Manager [1]	800	176.00	40,000	8,800.00
Business Intelligence Publisher [23]	-	-	40,000	8,800.00
SOA Suite for Non Oracle Middleware	1,300	286.00	65,000	14,300.00
Business Activity Monitoring for Non Oracle Middleware	1,200	264.00	60,000	13,200.00
Fusion Middleware for SAP	1,200	264.00	60,000	13,200.00
Fusion Middleware for PeopleSoft	1,200	264.00	60,000	13,200.00
Fusion Middleware for Siebel	1,200	264.00	60,000	13,200.00
Fusion Middleware for Retek	1,200	264.00	60,000	13,200.00
Fusion Middleware for iFlex	1,200	264.00	60,000	13,200.00
Event-Driven Architecture Suite	1,200	264.00	60,000	13,200.00
Data Integrator - Target Database	-	-	12,000	2,640.00
Data Integrator - Source Database	-	-	4,000	880.00
Web Content Management for WebCenter	1,000	220.00	50,000	11,000.00
Imaging and Process Management for SOA Suite	1,000	220.00	50,000	11,000.00
Internet Application Server Enterprise Edition Options: [15]				
BPEL Process Manager Option	400	88.00	20,000	4,400.00
Business Activity Monitoring [15]	600	132.00	30,000	6,600.00
Business Intelligence Publisher [23]	600	132.00	30,000	6,600.00
Service Registry	800	176.00	40,000	8,800.00
SOA Suite for Oracle Middleware	1,000	220.00	50,000	11,000.00
Communication and Mobility Server	900	198.00	45,000	9,900.00
WebCenter	1,000	220.00	50,000	11,000.00
Service Registry [12] (Also option for Java, SE One and SE Editions)	800	176.00	40,000	8,800.00
Internet Application Server Enterprise Management [11]				
Diagnostics Pack	60	13.20	3,000	660.00
Configuration Management Pack	60	13.20	3,000	660.00
Provisioning Pack for Internet Application Server	60	13.20	3,000	660.00
Management Pack for SOA	200	44.00	10,000	2,200.00
Fusion Middleware Adapters:				
Application Adapters [3]	-	-	15,000	3,300.00
Oracle Applications Adapter	-	-	15,000	3,300.00
Mainframe and TP-Monitor Adapters [4]	-	-	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
WebCenter Adapter [42] (priced in Advance of Availability)	-	-	10,000	2,200.00
Business Intelligence Products				
Standard Edition One [38] (priced in Advance of Availability)	1,000	220.00	-	-
Standard Edition [1]	400	88.00	20,000	4,400.00
Suite Enterprise Edition [39]	1,500	330.00	225,000	49,500.00
Server Enterprise Edition [39]	300	66.00	45,000	9,900.00
Business Intelligence Server Enterprise Edition Options: [39]				
Interactive Dashboard	500	110.00	75,000	16,500.00
Delivers	300	66.00	45,000	9,900.00
Answers	500	110.00	75,000	16,500.00
Office Plug-in	200	44.00	30,000	6,600.00
Reporting and Publishing	400	88.00	60,000	13,200.00
Data Integrator	400	88.00	60,000	13,200.00
Disconnected Analytics	500	110.00	-	-
Server Administrator	5,000	1,100.00	-	-
Business Intelligence Suite Enterprise Edition Options: [39]				
Data Integrator	400	88.00	60,000	13,200.00

Enterprise Content Management Products

	License Price	Software Update License & Support		
Universal Content Management	2,000	440.00	100,000	22,000.00
Universal Records Management	-	-	100,000	22,000.00
Imaging and Process Management	1,000	220.00	50,000	11,000.00
Information Rights Management [44]	500	110.00	-	-
Enterprise Content Management Suite	-	-	150,000	33,000.00
Universal Records Management Adapter [45]	-	-	10,000	2,200.00
Content Conversion Server	400	88.00	20,000	4,400.00

	License Price	Software Update License & Support	Licensing Metric	Minimum
Virtual PBX [13]	30	6.60	per Subscriber	

Identity Management Products

	License Price	Software Update License & Support	Licensing Metric	Minimum
Access Manager	20	4.40	Employee User	2,000
	5	1.10	Non Employee User - External	5,000
Identity Federation	30,000	6,600.00	Processor	1
Identity Manager	60	13.20	Employee User	2,000
	5	1.10	Non Employee User - External	
Identity Manager Connector [35]	40,000	8,800.00	Connector	1
Identity and Access Management Suite	80	17.60	Employee User	
	10	2.20	Non Employee User - External	
Directory Services [1]	600	132.00	Named User Plus	
	30,000	6,600.00	Processor	
Enterprise Single Sign-On Suite	60	13.20	Named User Plus	
Enterprise Single Sign-On Password Reset	7	1.54	Named User Plus	2,000
Identity Management Enterprise Management				
Management Pack for Identity Management	4.00	0.8800	Employee	
	1.00	0.2200	Non Employee User - External	

Tools

	License Price	Software Update License & Support	Licensing Metric	Minimum
Internet Developer Suite	5,000	1,100.00	Named User Plus	-
Discoverer Desktop Edition	1,000	220.00	Named User Plus	-
Programmer	1,000	220.00	Named User Plus	-
Portlet Factory	9,000	1,980.00	Named User Plus	-
Business Process Analysis Suite	9,000	1,980.00	Named User Plus	5

Applications and Systems Management

	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Database Enterprise Management [2]				
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
Provisioning Pack for Database	60	13.20	3,000	660.00
Internet Application Server Enterprise Management [11]				
Diagnostics Pack	60	13.20	3,000	660.00
Configuration Management Pack	60	13.20	3,000	660.00
Provisioning Pack for Internet Application Server	60	13.20	3,000	660.00
Management Pack for SOA	200	44.00	10,000	2,200.00

	License Price	Software Update License & Support	Licensing Metric	Minimum
Identity Management Enterprise Management				
Management Pack for Identity Management	4.00	0.8800	Employee	-
	1.00	0.2200	Non Employee User - External	-

	License Price	Software Update License & Support	Licensing Metric	Minimum
Other Infrastructure Management				
Configuration Management Pack for Non-Oracle Systems	3,000	660.00	Per Processor	-
	60	13.20	Per Named User Plus	-
Provisioning Pack	3,000	660.00	Per Processor	-
	60	13.20	Per Named User Plus	-
System Monitoring Plug-in for Hosts	1,500	330.00	Per Processor	-
	30	6.60	Per Named User Plus	-
System Monitoring Plug-in for Non Oracle Databases [16]	1,500	330.00	Per Processor	-
	30	6.60	Per Named User Plus	-
System Monitoring Plug-in for Non Oracle Middleware [25]	1,500	330.00	Per Processor	-
	30	6.60	Per Named User Plus	-
System Monitoring Plug-in for Network Devices [26]	1,500	330.00	Per Network Device	-
System Monitoring Plug-in for Storage [27]	1,500	330.00	Per Terabyte	-
Management Connectors [28]	5,000	1,100.00	Per Connector	-
Service Management				
Service Level Management Pack	3,000	660.00	Transaction	20
Applications Management				
Application Management Pack for E-Business Suite	6,000	1,320.00	Per Processor	-
	120	26.40	Per Named User Plus	-
Application Management Pack for Siebel	6,000	1,320.00	Per Processor	-
	120	26.40	Per Named User Plus	-
Application Management Pack for PeopleSoft	6,000	1,320.00	Per Processor	-
	120	26.40	Per Named User Plus	-

Collaboration

		Collaboration Program User License	Software Update License & Support	Processor License	Software Update License & Support	
Collaboration						
Collaboration Suite [6]	Perpetual License	60	15.00	-	-	
	1 Year Subscription License	15	15.00	-	-	
				-	-	
Content Services [6]	Perpetual License	45	11.25	-	-	
	1 Year Subscription License	11	11.25	-	-	
				-	-	
Unified Messaging [6]	Perpetual License	45	11.25	-	-	
	1 Year Subscription License	11	11.25	-	-	
				-	-	
Real-Time Collaboration [6]	Perpetual License	45	11.25	-	-	
	1 Year Subscription License	11	11.25	-	-	
Collaboration Suite Options: [29]				-	-	
Records Management Option	Perpetual License	100	25.00	-	-	
	1 Year Subscription License	25	25.00	-	-	
Content Services Options: [29]				-	-	
Records Management Option	Perpetual License	100	25.00	-	-	
	1 Year Subscription License	25	25.00	-	-	

	License Price	Software Update License & Support	Licensing Metric	Minimum
Applications sold by Technology Reps				
Healthcare Transaction Base [13, 14]	1,000	220.00	Named User Plus	50
	100,000	22,000.00	Processor	1

Term licensing available for all Oracle Products. The list price for a term license is based on a specific percentage of the perpetual license price. Annual terms licenses are available from 1 to 5 years: 1 year - 20% of list; 2 year - 35% of list, 3 year - 50% of list, 4 year 60% of list and 5 year 70% of list. Support for all term licenses is 22% of net perpetual fee. Exception: support fees for the Collaboration Suite are 25% net perpetual license fees.

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

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

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

4 Mainframe and TP-Monitor Adapters are available for: CICS, IMS/DB, IMS/TM, VSAM, BeanConnectand Tuxedo.

5 Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. 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 number of 4 sockets .

6 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.

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

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

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

11 Internet Application Server Enterprise Management Packs must match the number of licenses of the associated Internet Application Server (Excluding TopLink and Application Development Framework, for which these Management 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.

12 Java Edition, Standard Edition One and Standard Edition Options must match the number of licenses of the associated Oracle Internet Application Server Edition. Associated Application Server is defined as the application server(s) which is (are) being managed by the option.

13 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.

14 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.

15 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.

16 Internet Application Server Standard Edition One and Portal Standard Edition One may only be licensed on servers that have a maximum capacity of 2 sockets. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses.

22 Application Development Framework requires a runtime license. This can be purchases via Toplink and Application Development Framework or Java Edition

23 Business Intelligence 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.

24 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.

25 Plug-in available for BEA WebLogic, IBM WebSphere, Microsoft Active Directory, Microsoft .NET, Microsoft Internet Information Services (IIS), Microsoft ISA Server, Microsoft Commerce Server, Microsoft BizTalk Server, IBM WebSphere MQ, JBoss

26 Plug-in available for F5 Load Balancers, Juniper Netscreen Firewall, Check Point Firewall

27 Plug-in available for NetApp Filers, EMC NS Series NAS

28 Management Connectors are available for: Remedy Help Desk, Microsoft Operations Manager 2005. Each Connector is licensed separately

29 The number of Options licenses must match to the number of licenses of the parent product

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

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

32 TRACE may also be licensed with CODASYL DBMS.

33 Oracle precompilers supported via SQL*Net for Rdb for use across Oracle & Rdb Servers.

34 CDD/R Runtime is an unlimited use license for applications requiring CDD/R deployment licenses.

35 Following is the list of available Identity Manager Connectors: Database User Management, Database Applications Table, Microsoft Active Directory, Oracle Internet Directory, Novell eDirectory, Sun Java System Directory, Oracle e-Business, PeopleSoft Enterprise Applications, SAP Enterprise Applications, Microsoft Exchange, Novell Groupwise, Microsoft Windows, UNIX, RSA Authentication Manager, RSA ClearTrust, IBM Lotus Notes/Domino, SAP Enterprise Portal, Siebel Enterprise Applications, IBM RACF, CA ACF2, CA Top Secret, BMC Remedy User Management, IBM OS/400, JDEdwards EnterpriseOne. Each connector is licensed separately.

36 Plug-in available for IBM DB2, Microsoft SQL Server

37 Secure Enterprise Search may also be licensed on per employee metric. The minimums for employee licensing is 200 employee licenses. The price is $30 USA Dollar per employee. When licensing by named user plus metric, the minimums are 100 Named User Plus licenses

38 Business Intelligence Standard Edition One may only be used on servers that have the ability to run a maximum of 2 sockets. The minimums for this product are 5 named user plus licenses and the maximum is 50 named user plus licenses. The data sources for BI Server and Business Intelligence Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS.

39 The minimums for this product are 50 Named User Plus licenses. The number of options licenses must match the number of licenses of the associated Business Intelligence Server Enterprise Edition. If licensing as an option to Business Intelligence Suite Enterprise Edition, the number of options licenses must match the number of licenses of the associated Business Intelligence Suite Enterprise Edition.

40 Warehouse Builder Connectors are only licensable with Oracle Database Enterprise Edition. Warehouse Builder Connectors are available for: PeopleSoft, Oracle E-Business Suite, and SAP. The Connector licenses do not need to match to the Database Enterprise Edition licenses.

41 The Oracle Database Lite RDBMS also known as "Clients" are free of charge for licensing purposes.

42 WebCenter Adapters are not available at this time.

43 Secure Enterprise Search Connectors are available for: Documentum Content Server, Documentum eRoom, Filenet P8 Content Engine, Filenet Image Services, IBM Lotus Notes, IBM DB2 Content Manager, OpenText Livelink, Hummingbird DM, Oracle E-Business Suite, and Siebel. Each Connector is licensed separately.

44 The Named User Plus minimum is 100 Named User Plus licenses.

45 The following Universal Records Management Adapters are available: Symantec Enterprise Vault, Microsoft SharePoint. Each Adapter is licensed separately.

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.

For the purposes of the following programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware and Provisioning Pack, only the users of the third party program that is being managed/monitored are counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft all users of the middleware and/or database software that support the respective application program are counted for the purpose of determining the number of licenses required.

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, for a Sun UltraSPARC T1 processor with 4, 6 or 8 cores at 1.0 gigahertz or 8 cores at 1.2 gigahertz for only those servers specified on the Sun Server Table which can be accessed at http://oracle.com/contracts, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .25. For the purposes of counting the number of processors which require licensing for AMD and Intel multicore chips, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .50. For the purposes of counting the number of processors which require licensing for all hardware platforms not otherwise specified in this section, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a core processor licensing factor of .75. All cores on all multicore chips for each licensed program for each factor listed below are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name, a processor is counted equivalent to an occupied socket.

For example, a Sun UltraSPARC T1 based server installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50 which is then rounded up to the next whole number which is 2). An Intel or AMD based server installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 7 cores would require 4 processor licenses (7 multiplied by a core processor licensing factor of .50 equals 3.50 which is then rounded up to the next whole number which is 4). Two multicore servers, for hardware platforms not specified above, installed and/or running the program on 10 cores would require 8 processor licenses (10 multiplied by a core processor licensing factor of .75 equals 7.50 which is then rounded up to the next whole number which is 8).

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.

For the purposes of the following programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware and Provisioning Pack, only the processors on which the third party program that is being managed/monitored are running are counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft, all processors on which the middleware and/or database software that support the respective application program are running are counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Data Integrator - Target Database, each processor on which the data warehouse, data mart or target database is running are counted for the purpose of determining the number of Target Database licenses required.

For the purposes of the following program: Data Integrator - Source Database, each processor on which the source database is running are counted for the purpose of determining the number of Source Database licenses required.

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: 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 Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application 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. Applications Users licensed for Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

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.

Warehouse Builder Connector: is defined as a software product that connects an Oracle database where the Oracle Warehouse Builder code is deployed, to an external product (e.g., SAP). A unique connector is required for each distinct external product for which the Oracle database 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 all of your full-time, part-time, temporary employees and all of your agents, contractors and consultants. The quantity of the licenses required is determined by the Employee Count and not the actual number of users. In the event that customer elects to outsource any business function(s), all of the full-time, part-time, temporary employees and agents, contractors and consultants of the company providing the outsourcing services must be counted for the purposes of determining Employee Count.

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.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not li, routers, firewalls and network load balancers.

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.

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.

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.

Tape Drive: Tape drives are defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

UPK Developer: 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. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK 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). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

UPK User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Users may view and interact with simulations and documentation but may not create or modify simulations or documentation.

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

$M Freight Under Management: is defined as one million U.S. dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid).

$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.

For a complete list of products offered by Oracle Corporation, please visit the Oracle eDelivery site:
http://edelivery.oracle.com

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: Sotware Update License & Support to provide customers with the right to Oracle product upgrades and 24x7 support of all Oracle products, and Oracle Advanced Customer 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, and is available for five years from the release date of the product. 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 Customer Support

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

Customers with current Software Updates, License & Support can support their product for a further 3 years, past the initial 5 years from the general availability date of the product, by purchasing Extended Support. Extended Support fees are applied to the desupported Oracle programs only. Extended Support fees consist of the prior year's fee for Software Updates & Support plus the applicable renewal adjustment, plus an additional fee based on the year. Additional fees are as follows:

Year 6 after product release: 10% of current year's Software Update License & Support
Year 7 after product release: 20% of current year's Software Update License & Support
Year 8 after product release: 20% of current year's Software Update License & Support

Extended Support offers the following:

Updates, fixes and security alerts
Tax, legal and regulatory updates
Upgrade scripts
Technical support
Major product and technology releases

Sustaining Support

Sustaining Support offered in years 9 and beyond provides technical support—i.e., access to Oracle's online and call-center support—and rights to future products for as long the customer is purchasing support. Sustaining support is charged as per renewal pricing, found in the "Support Renewals" section above.

Sustaining Support provides:

Technical Support
Access to MetaLink/Customer Connection
Major product and technology releases
Pre-existing fixes

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 E-Business Suite On Demand must meet the minimum annual net fees for Administration Services of 90000 USA (Dollar) and minimum monthly net fees of 7500 USA (Dollar). Customers purchasing Technology On Demand must meet the minimum annual net fees for Administration Services 48000 USA (Dollar) and minimum monthly net fees of 4000 USA (Dollar). Customers purchasing Collaboration Suite On Demand must meet the minimum annual net fees for Administration Services 48000 USA (Dollar) and minimum monthly net fees of 4000 USA (Dollar)

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 E-Business Suite On Demand must meet the minimum annual net fees for Computer & Administration Services of 135000 USA (Dollar) and minimum monthly net fees of 11250 USA (Dollar). Customers purchasing Technology On Demand must meet the minimum annual net fees for Computer & Administration Services of 72000 USA (Dollar) and minimum monthly net fees of 6000 USA (Dollar). Customers purchasing Collaboration Suite On Demand must meet the minimum annual net fees for Computer & Administration Services of 72000 USA (Dollar) and minimum monthly net fees of 6000 USA (Dollar)

Customers purchasing PeopleSoft On Demand must meet the minimum annual net fees for Computer and Administration Services of 300000 USA (Dollar) for the first PeopleSoft pillar and minimum monthly net fees of 25000 USA (Dollar) for the first PeopleSoft pillar plus an additional fee of 150000 USA (Dollar) for each additional PeopleSoft pillar.

Customers purchasing Siebel On Demand must meet the minimum annual net fees for Computer and Administration Services of 300000 USA (Dollar) for each Siebel CRM Verical and minimum monthly net fees of 25000 USA (Dollar) for each Siebel CRM vertical.

Oracle License Definitions and Rules
April 4, 2007

ORACLE

License Definitions and Rules

Definitions and License Metrics

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

$M Annual Transaction Volume: is defined as one million U.S. dollars ($1,000,000) 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 Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media 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: 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 Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application 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 Users licensed for Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

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 ($1,000,000) 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.

Custom Suite User: is defined as an individual authorized by you to use the application programs included in the applicable Custom Applications Suite 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.

Developer User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. Developer Users may create, modify, view and interact with the programs and documentation.

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 all of your full-time, part-time, temporary employees and all of your agents, contractors and consultants. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In the event that you elect to outsource any business function(s), all of the full-time, part-time, temporary employees and agents, contractors and consultants of the company providing the outsourcing services must be counted for the purposes of determining the number of Employees.

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

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.

$M Freight Under Management: is defined as one million US Dollars ($1,000,000) of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid).

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.

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.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system. ·

$M in Managed Assets: is defined as one million U.S. dollars ($1,000,000) 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.

Monitored User: is defined as an individual who is monitored by an Analytics program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics program, every user of your licensed CRM Sales application program must be licensed. For the purposes of the Human Resources Compensation Analytics program, all of your employees must be licensed.

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.

For the purposes of the following programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware and Provisioning Pack, only the users of the third party program that is being managed/monitored are counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all users of the middleware and/or database software that support the respective application program are counted for the purpose of determining the number of licenses required.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

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 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 developing, 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 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 for a Sun UltraSPARC T1 processor with 4, 6 or 8 cores at 1.0 gigahertz or 8 cores at 1.2 gigahertz for only those servers specified on the Sun Server Table which can be accessed at http://oracle.com/contracts, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .25. For the purposes of counting the number of processors which require licensing for AMD and Intel multicore chips, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .50. For the purposes of counting the number of processors which require licensing for all hardware platforms not otherwise specified in this section, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a core processor licensing factor of .75. All cores on all multicore chips for each licensed program for each core processor licensing factor listed above are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name, a processor is counted equivalent to an occupied socket.

For example, a Sun UltraSPARC T1 based server installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50 which is then rounded up to the next whole number which is 2). An Intel or AMD based server installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 7 cores would require 4 processor licenses (7 multiplied by a core processor licensing factor of .50 equals 3.50 which is then rounded up to the next whole number which is 4). Two multicore servers, for hardware platforms not specified above, installed and/or running the program on 10 cores would require 8 processor licenses (10 multiplied by a core processor licensing factor of .75 equals 7.50 which is then rounded up to the next whole number which is 8).

For the purposes of the following programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware and Provisioning Pack, only the processors on which the third party program that is being managed/monitored are running are counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all processors on which the middleware and/or database software that support the respective application program are running are counted for the purpose of determining the number of licenses required.

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.

For the purposes of the following program: Data Integrator - Target Database, each processor on which the data warehouse, data mart or target database is running are counted for the purpose of determining the number of Target Database licenses required.

For the purposes of the following program: Data Integrator - Source Database, each processor on which the source database is running are counted for the purpose of determining the number of Source Database licenses required.

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

$M in Revenue: is defined as one million U.S. dollars ($1,000,000) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub program a record is defined as the total number of unique case database records that may be stored in the Case Hub application.. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For all programs licensed as record, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at http://oracle.com/contracts for the grant and restrictions of the underlying Oracle technology.

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 (one thousand dollar) 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.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan.

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.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

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

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

UPK Developer: 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. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK 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). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

UPK User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Users may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Warehouse Builder Connector: is defined as a software product that connects an Oracle database where the Oracle Warehouse Builder code is deployed, to an external product (e.g., SAP). A unique connector is required for each distinct external product for which the Oracle database is required to interface.

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), Oracle Database Enterprise Edition Options, Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition) and Oracle Internet Application Server Options, 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.

You are responsible for ensuring that the following restrictions are not violated:
- Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Additionally, it may be licensed on a single cluster of servers supporting up to a maximum number of 4 sockets.
- Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS.
- 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, Standard Edition One or Java Edition).
- The number of Service Registry licenses must match the number of licenses of the associated Internet Application Server program (Java Edition, Standard Edition One or Standard Edition).

- The number of Bpel Process Manager Option, Business Activity Monitoring, XML Publisher, Service Registry and SOA Suite for Oracle Middleware licenses must match the number of licenses of the associated Internet Application Server Enterprise Edition program.
- The number of Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing licenses must match the number of licenses of the associated Business Intelligence Server Enterprise Edition program.
- The number of Business Intelligence Server Enterprise license options must match the number of licenses of the associated Business Intelligence Server Enterprise Edition program.The number of Business Intelligence applications observer licenses of the associated Usage Accelerator Analytics program must match the number of licenses of the associated transactional CRM Sales application program.
- The number of Business Intelligence applications observer licenses of the associated Human Resources Compensation Analytics program must match the total number of employees and contractors in your organization.
- Decision Connector for Call Center must be licensed for each call center agent receiving decisions from the Oracle Real-Time Decision Server program.
- Decision Connector for Web must be licensed for each web server Processor receiving decisions from the Oracle Real-Time Decision Server program.
- The number of Intelligent Offer Generation for Call Center Agent licenses must match the number of licenses of the Decision Connector for Call Center program.
- Informatica OEM PowerCenter ETL Server may not be used on a standalone basis or as a standalone ETL tool. The Informatica OEM Power Center ETL Server may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs, (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition program or associated components run, or (iii) a staging database for any of the foregoing. Informatica OEM Power Center ETL Server may also be used where the Oracle Business Intelligence applications programs are the source and non-Oracle Business Intelligence application programs are the target, provided, that users do not use Informatica OEM PowerCenter ETL Server to transform the data.
- When you purchase a license for the Data Warehouse Business Adapter program you must have the appropriate licenses for each operational application used as a source (e.g., Oracle, SAP, PeopleSoft, Siebel). A license to the Data Warehouse Adapter program does not provide a license or the right to use the operational applications, a license to the Data Warehouse Adapter program provides only a connector to them.
- 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:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
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	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
Integration	10 Named Users Plus per Processor
Business Intelligence	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Web Services Manager	10 Named Users Plus per Processor
XML Publisher	10 Named Users Plus per Processor
Virtual Directory	10 Named Users Plus per Processor

SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Activity Monitoring for Non Oracle Middleware	10 Named Users Plus per Processor
Fusion Middleware for PeopleSoft	10 Named Users Plus per Processor
Fusion Middleware for SAP	10 Named Users Plus per Processor
Business Intelligence Standard Edition	10 Named Users Plus per Processor
Universal Content Management	10 Named Users Plus per Processor
Imaging and Process Management	10 Named Users Plus per Processor
Information Rights Management	10 Named Users Plus per Processor
Enterprise Content Management Suite	10 Named Users Plus per Processor
Business Intelligence Standard Edition One	5 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.

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database
Business Intelligence Standard Edition One	50 Named Users Plus Per Processor

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, Database Vault, Warehouse Builder Enterprise ETL, Warehouse Builder Data Quality, Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack and Provisioning Pack for DB.

Purchase Order

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

PURCHASE ORDER NO.	PAGE
ORACLE01	

BLANKET RELEASE
00

CHANGE ORDER
9

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

VENDOR:
*709065834 01   703-364-2657
ORACLE CORPORATION
1910 ORACLE WAY

RESTON VA   20190

SHIP TO:
VARIOUS AGENCY LOCALES
 AS INDICATED BELOW

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
05/15/2007	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

BY_____

PURCHASING DIVISION AUTHORIZED SIGNATURE