



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 4

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## General Information

[Contact](#)
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Procurement Folder: 280612

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0702

Vendor ID: 000000199159



SO Doc ID: TAX1700000013

Legal Name: MYTHICS INC

Published Date: 5/3/17

Alias/DBA:

Close Date: 5/23/17

Total Bid: \$29,979.67

Close Time: 13:30

Response Date: 05/23/2017



Status: Closed

Response Time: 11:45

Solicitation Description: Oracle Database Appliance X6-2M or equal



Total of Header Attachments: 4

Total of All Attachments: 4



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Solicitation Response

Proc Folder : 280612

Solicitation Description : Oracle Database Appliance X6-2M or equal

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-05-23 13:30:00	SR 0702 ESR05231700000005747	1

VENDOR

000000199159  
MYTHICS INC

Solicitation Number: CRFQ 0702 TAX1700000013

Total Bid : \$29,979.67

Response Date: 2017-05-23

Response Time: 11:45:53

Comments: Oracle pricing is valid through May 31, 2017. Pricing beyond this date is subject to Oracle approval.

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers  
(304) 558-2063  
michelle.l.childers@wv.gov

Signature on File

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Oracle Database Appliance X6-2M or equal	1.00000	EA	\$20,884.570000	\$20,884.57

Comm Code	Manufacturer	Specification	Model #
43211501			

Extended Description : SEE 4.1.1 OF THE ATTACHED SPECIFICATIONS

**Comments:** Delivery can be expected within 12-14 business days once order is finalized with manufacturer. In order to finalize order a purchase order is required along with acceptance of applicable terms and conditions, per manufacturer.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Oracle Database Standard Edition Licenses or equal	30.00000	EA	\$303.170000	\$9,095.10

Comm Code	Manufacturer	Specification	Model #
43211501			

Extended Description : SEE 4.1.2 OF THE ATTACHED SPECIFICATIONS

**Comments:** Delivery can be expected once order is finalized with manufacturer. In order to finalize order a purchase order is required along with acceptance of applicable terms and conditions, per manufacturer.

This Manufacturer's Statement of Terms (the "Statement") is provided by Oracle Corporation, including its subsidiaries ("Oracle"). This Statement applies to the Oracle products and services you have ordered from an Oracle authorized reseller.

## 1. Hardware

- a. Your Hardware order may consist of the following items: Operating System (as defined in your configuration), Integrated Software and all Hardware equipment (including components, options and spare parts) and Third Party Warranted Hardware specified on the applicable order. Your Hardware order may also include Integrated Software Options. Integrated Software Options may not be activated or used until you separately order them and agree to pay additional fees. The term "**Hardware**" is defined as the computer equipment, including components, options and spare parts (but excludes Third Party Warranted Hardware). The term "**Operating System**" is defined as the software that manages Hardware for programs and other software. The term "**Integrated Software**" is defined as any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to you by Oracle and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with the Hardware. Integrated Software does not include and you do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. The term "**Integrated Software Options**" refers to software or programmable code embedded in, installed on, or activated on the Hardware that requires one or more unit licenses that You must separately order and agree to pay additional fees. Not all Hardware contains Integrated Software Options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at <http://oracle.com/contracts> (the "Integrated Software Options License Rules") for the specific Integrated Software Options that may apply to specific Hardware. Oracle reserves the right to designate new software features as Integrated Software Options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules. For specific hardware, Integrated Software includes Integrated Software Options separately ordered. The term "**Third Party Warranted Hardware**" is defined as hardware identified in your order by a statement that the warranty will be provided by the specified third party.
- b. You have the right to use the Operating System delivered with the Hardware subject to the terms of the license agreement(s) that is (i) delivered with the Hardware or (ii) made available on the licensor's website. Current versions of the license agreements are located at <http://oracle.com/contracts>. You are licensed to use the Operating System and any Operating System updates acquired through technical support only as incorporated in, and as part of the Hardware.
- c. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software delivered with the Hardware subject to the terms of the applicable documentation and/or the license agreement(s) delivered with the Hardware. You are licensed to use that Integrated Software and any Integrated Software updates acquired through technical support only as incorporated in, and as part of the Hardware. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software Options that you separately order subject to the terms of the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated herein. You are licensed to use those Integrated Software Options and any Integrated Software Options updates acquired through technical support only as incorporated in, and as part of, the Hardware. To fully understand your license right to any Integrated Software Options that you separately order, you need to review the Integrated Software Options License Rules. In the event of any conflict between the applicable documentation and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.
- d. The Operating System or Integrated Software or Integrated Software Options (or all three) may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the Operating System, Integrated Software and Integrated Software Options under such terms are not restricted in any way by this Statement. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System, Integrated Software and Integrated Software Options.

For software (i) that is part of Operating Systems, Integrated Software or Integrated Software Options (or all three) and (ii) that you receive from Oracle in binary form and (iii) that is licensed under an open source license that gives you the right to receive the source code for that binary, you may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to you with the binary, you may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

- e. Upon payment for Hardware-related Service Offerings (as defined below), you have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for your internal business operations anything developed by Oracle and delivered to you under the order ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.
- f. You may only make copies of the Operating System, Integrated Software and Integrated Software Options for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the Operating System, Integrated Software or Integrated Software Options. You shall not decompile or reverse engineer (unless

required by law for interoperability) the Operating System or Integrated Software.

- g. Oracle may include additional programs on the Hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so. If you would like a 30 day trial license to use such programs contact Oracle or an Oracle authorized reseller.
- h. You acknowledge that to operate certain Hardware your facility must meet a minimum set of requirements as described in the Hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable Hardware documentation.
- i. You may not assign this Statement or give or transfer the Operating System, Integrated Software, Integrated Software Options and/or any Service Offerings or an interest in them to another individual or entity. If you grant a security interest in the Operating System, Integrated Software, Integrated Software Options and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Operating System, Integrated Software, Integrated Software Options and/or any Service Offerings deliverables, and if you decide to finance your acquisition of any Hardware, Operating System, Integrated Software, Integrated Software Options and/or any Service Offerings, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.

## 2. Warranty for Hardware

- a. Oracle provides a limited warranty ("Oracle Hardware Warranty"), for (i) the Hardware (which pursuant to section 1.a above excludes Third Party Warranted Hardware), (ii) the Operating System and the Integrated Software and the Integrated Software Options, and (iii) the Operating System media, the Integrated Software media and the Integrated Software Options media ("media" and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the Hardware will be free from, and using the Operating System and Integrated Software and Integrated Software Options will not cause in the Hardware, material defects in materials and workmanship for one year from the date the Hardware is delivered to the delivery location. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to the delivery location. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to Hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to Hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The Hardware may be new or like new. The Oracle Hardware Warranty applies to Hardware that is new and Hardware that is like-new which has been remanufactured and certified for warranty by Oracle.
- b. Oracle also warrants that technical support services and Hardware-related Service Offerings (as defined in section 3 below) ordered will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Hardware-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Hardware-related Service Offerings
- c. **FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE HARDWARE ITEM, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE HARDWARE ITEM AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE HARDWARE ITEM; OR (ii) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- d. Replacement units for defective parts or Hardware Items replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the Hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or Hardware Items shall transfer back to Oracle upon removal from the Hardware.
- e. **ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE, INTEGRATED SOFTWARE OPTIONS OR MEDIA.**
- f. No warranty will apply to any Hardware, Operating System, Integrated Software, Integrated Software Options or media which has been:
  - (i) modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware);
  - (ii) maltreated or used in a manner other than in accordance with the relevant documentation;

- (iii) repaired by any third party in a manner which fails to meet Oracle's quality standards;
- (iv) improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- (v) used with equipment or software not covered by an Oracle warranty, to the extent that the problems are attributable to such use;
- (vi) relocated, to the extent that problems are attributable to such relocation;
- (vii) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- (viii) used by parties appearing on the most current U.S. export exclusion list;
- (ix) relocated to countries subject to U.S. trade embargo or restrictions;
- (x) used remotely to facilitate any activities in the countries referenced in (viii) and (ix) above; or
- (x). purchased from any entity other than Oracle or an Oracle authorized reseller.

- g. The Oracle Hardware Warranty does not apply to normal wear of the Hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware and may be void in the event that title to the Hardware is transferred to a third party.

### 3. Oracle Hardware and Systems Support and Hardware-Related Service Offerings for Hardware

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and System Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and System Support Policies at <http://www.oracle.com/us/support/policies/index.html>. Oracle Hardware and Systems Support is effective upon the date the Hardware is delivered or upon the effective date of the order if shipment of Hardware is not required.

In addition to technical support, you may order a limited number of Hardware-related Service Offerings with your order for Hardware as listed in the Hardware-related Service Offerings document, which is at <http://oracle.com/contracts>. **Hardware-related Service Offerings** refers to technical support, consulting, advanced customer support services, or other services which you have ordered. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Hardware-related Service Offerings and you will perform the actions identified as your responsibility. If while performing these Hardware-related Service Offerings Oracle requires access to another vendor's products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf. Hardware-related Service Offerings provided may be related to your license to use products owned or distributed by Oracle which you acquire under a separate order. The agreement referenced in that order shall govern your use of such products.

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE ORACLE HARDWARE AND SYSTEMS SUPPORT AND/OR HARDWARE-RELATED SERVICE OFFERINGS WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE FOR THE ORACLE HARDWARE AND SYSTEMS SUPPORT SERVICE AND/OR HARDWARE-RELATED SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.**

### 4. Third Party Warranted Hardware

- a. The terms of this Statement shall apply to Third Party Warranted Hardware with the exception of any warranty provision and technical support services, which shall be as described below in this section.
- b. With respect to Third Party Warranted Hardware, Oracle shall use commercially reasonable efforts to procure for you the benefit of any standard end-user warranties in respect of the Third Party Warranted Hardware from Oracle's suppliers (whether from Oracle or granted directly by Oracle's supplier). Details of these warranties are available on the Warranty Web Page (as defined in section 2 above). Oracle does not provide any express warranties itself for the Third Party Warranted Hardware.
- c. If purchased by you, technical support services for Third Party Warranted Hardware shall be provided by the supplier in accordance with the supplier's terms.
- d. Third Party Warranted Hardware may include software that is pre-installed or may require installation on the Third Party Warranted Hardware, including but not limited to the operating system and any integrated software. You have the right to use such software delivered with the Third Party Warranted Hardware subject to the terms of the license agreement(s) that is (i) delivered with the Third Party Warranted Hardware or (ii) made available on the manufacturer's website. Updates to the software delivered with the Third Party Warranted Hardware may be made available by the manufacturer of the Third Party Warranted Hardware at such manufacturer's discretion.

### 5. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and Hardware (including any Integrated Software, Integrated Software Options and Operating System(s)). You agree that such



export laws govern your use of the programs (including technical data), hardware (including any Integrated Software, Integrated Software Options and Operating System(s)) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, Hardware (including any Integrated Software, Integrated Software Options and Operating System(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.





## GENERAL TERMS- Public Sector

Oracle General Terms Reference:

US-OMA-226823

The text of these General Terms differs from Oracle's standard General Terms.

These General Terms (these "General Terms") are between Oracle America, Inc. ("Oracle") and the entity identified below in the signature block ("You"). To place orders subject to these General Terms, at least one Schedule (as defined below) must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

Subject to the Limitation of Use provision of the Amended Agreement Addendum for Software, as negotiated and agreed by the parties ("WV-96A"), attached hereto as Exhibit A and incorporated herein by reference, all public entities located within the State of West Virginia, including, but not limited to, departments, institutions, institutions of higher education, agencies, legislative, executive or judicial bodies, offices, authorities, posts, committees, institutions, boards, or political subdivisions created by law to exercise sovereign power or to perform governmental duties of the State, cities, counties, towns and political subdivisions (each such entity, an "Authorized Contract User") may also order Programs and Service Offerings from Oracle in accordance with the terms and conditions of the Master Agreement. By placing an order under the Master Agreement, each Authorized Contract User agrees to be bound by the terms and conditions of the applicable ordering document and the Master Agreement and, for the purposes of such order, "You" and "Your" as used in the Master Agreement shall be deemed to refer to such Authorized Contract User, unless indicated otherwise herein. Each Authorized Contract User shall be responsible for its breach(es) of such terms and conditions. "Parties" shall mean You and Oracle, and each of us may be referred to individually as a "party."

### 1. DEFINITIONS

1.1 Reserved.

1.2 Reserved.

1.3 "**Master Agreement**" refers to these General Terms (including any amendments thereto) and all Schedule(s) incorporated into the Master Agreement (including any amendments to those incorporated Schedule(s)). The Master Agreement governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller.

1.4 Reserved.

1.5 "**Products**" refers to Programs .

1.6 "**Programs**" refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support.

1.7 "**Program Documentation**" refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at <http://oracle.com/contracts>.

1.8 "**Schedule**" refers to all Oracle Schedules to these General Terms as identified in Section 2.

1.9 "**Separate Terms**" refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.10 "**Separately Licensed Third Party Technology**" refers to third party technology that is licensed under Separate Terms and not under the terms of the Master Agreement.

1.11 “**Service Offerings**” refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 “**You**” and “**Your**” refers to the entity that has executed these General Terms.

## **2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES**

Orders may be placed under the Master Agreement for five years from the Effective Date (indicated below in Section 17). The Master Agreement may be renewed by mutual written agreement of the parties. As of the Effective Date, the following Schedules are incorporated into the Master Agreement: **Schedule P – Program**.

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms. Notwithstanding anything to the contrary contained herein, the parties agree that You may not purchase hardware under the Master Agreement.

## **3. SEGMENTATION**

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings you may receive or have received from Oracle. You understand that you may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings.

## **4. OWNERSHIP**

Oracle or its licensors retain all ownership and intellectual property rights to the Programs and anything developed or delivered under the Master Agreement.

## **5. INDEMNIFICATION**

5.1 To the extent not prohibited by law and subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against You (“Recipient”), that any information, design, specification, instruction, software, data, or material (collectively, “Material”) furnished by Oracle (“Provider”) and used by the Recipient infringes the third party’s intellectual property rights, the Provider, at the Provider’s sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

5.2 If the Provider believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and, if Oracle is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program, if any. If such return materially affects Oracle’s ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

5.3 Reserved.

5.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the



license for, and require return of, the Program associated with that Separately Licensed Third Party Technology and shall refund any Program license fees You may have paid to Oracle for the Program.

#### 5.5 Reserved.

5.6 The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Program and that is used: (a) in unmodified form; (b) as part of or as required to use a Program; and (c) in accordance with the license grant for the relevant Program and all other terms and conditions of the Master Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Program under the terms of the Master Agreement. Oracle will not indemnify You for infringement caused by Your actions against any third party if the Program(s) as delivered to You and used in accordance with the terms of the Master Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

5.7 This section provides your exclusive remedy for any infringement claims or damages.

### 6. TERMINATION

6.1 If either of us breaches a material term of the Master Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement. If Oracle terminates the Master Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under the Master Agreement, You may not use those Products or Service Offerings ordered.

6.2 See Section 14 (Right to Terminate) of WV-96A.

6.3 If You have used an Oracle Financing Division contract to pay for the fees due under an order and You are in default under that contract, You may not use the Products and/or Service Offerings that are subject to such contract.

6.4 Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

6.5 See Section 8 (Fiscal Year Funding) of WV-96A.

### 7. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 All fees payable to Oracle are due within 30 days from the invoice date. Reimbursement of expenses related to the provision of any Service Offering, if any, will be addressed in the relevant ordering document and/or statement of work for such services.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>. A current copy of the Oracle Invoicing Standards Policy, which is subject to change, is attached hereto as Exhibit B.

### 8. NONDISCLOSURE

See Section 20 (Confidentiality) of WV-96A.

### 9. ENTIRE AGREEMENT

9.1 You agree that the Master Agreement and the information which is incorporated into the Master Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings.

9.2 See Section 21 (Amendments) of WV-96A.

## **10. LIMITATION OF LIABILITY**

See Section 13 (Limitation of Liability) of WV-96A.

## **11. EXPORT**

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, Product and/or materials resulting from Service Offerings (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents used in the transfer, export or re-export of the Products and any Service Offerings deliverables: "These commodities, technology, or software were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited."

## **12. FORCE MAJEURE**

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Products and Service Offerings ordered or delivered.

## **13. GOVERNING LAW AND JURISDICTION**

See Sections 1 (Disputes) and 3 (Governing Law) of WV-96A.

## **14. NOTICE**

If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification section of these General Terms, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.

## **15. ASSIGNMENT**

See Section 12 (Assignment) of WV-96A.

## **16. OTHER**

16.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

16.2 If any term of the Master Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Master Agreement.

16.3 See Section 9 (Statute of Limitation) of WV-96A.

16.4 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

16.5 If requested by an authorized reseller on Your behalf, You agree Oracle may provide a copy of the Master Agreement to the authorized reseller to enable the processing of Your order with that authorized reseller.


16.6 The Uniform Computer Information Transactions Act does not apply to the Master Agreement or orders placed under it.

16.7 You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle subcontractor in furtherance of an order placed under the Master Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.


#### 17. MASTER AGREEMENT EFFECTIVE DATE

This Master Agreement shall be effective upon the date of the last-executed signature below.

West Virginia Department of Administration  
Purchasing Division

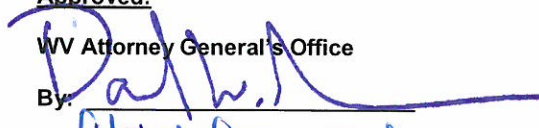
Signature   
Name DAVID TINKER  
Title DIRECTOR  
Signature Date 8/28/14

Oracle America, Inc.

Signature   
Name Clinton Cole  
Title Contracts Manager  
Signature Date 8/26/2014

Approved:

WV Attorney General's Office

By:   
Its: Chief Counsel  
Date: 8/28/14





**Public Sector  
Schedule P - Program**

Oracle America, Inc. ("Oracle")  
500 Oracle Parkway Redwood Shores, CA  
94065

<b>Your Name:</b>	<b>State of West Virginia</b>
<b>General Terms Reference:</b>	<b>US-OMA-226823</b>
<b>Schedule Reference:</b>	<b>Schedule P</b>

This Public Sector Program Schedule (this "Schedule P") is a Schedule to the General Terms referenced above. The General Terms and this Schedule P, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule P shall coterminate with the General Terms.

**1. DEFINITIONS**

1.1 "**Commencement Date**" refers to the date of shipment of tangible media or the effective date of the order if shipment of tangible media is not required.

1.2 Capitalized terms used but not defined in this Schedule P have the meanings set forth in the General Terms.

**2. RIGHTS GRANTED**

2.1 Upon the full signing of Your order by both Oracle and You, You have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the order), limited right to use the Programs and receive any Program-related Service Offerings You ordered solely for Your internal business operations and subject to the terms of the Master Agreement, including the definitions and rules set forth in the order and the Program Documentation. If accepted, Oracle will notify You and this notice will include a copy of Your Master Agreement.

2.2 Upon payment for Program-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Schedule P ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.3 You may allow Your agents and contractors (including, without limitation, outsourcers) to use the Programs and deliverables for Your internal business operations and You are responsible for their compliance with the General Terms and this Schedule P in such use. For Programs that are specifically designed to allow Your customers and suppliers to interact with You in the furtherance of Your internal business operations, such use is allowed under the General Terms and this Schedule P.

2.4 You may make a sufficient number of copies of each Program for Your licensed use and one copy of each Program media.

**3. RESTRICTIONS**

3.1 The Programs may contain or require the use of third party technology that is provided with the Programs. Oracle may provide certain notices to You in Program Documentation, readmes or notice files in connection with such third party technology. Third party technology will be licensed to You either under the terms of the Master Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not restricted in any way by the Master Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Programs and is licensed to You under the terms of the Master Agreement.

If You are permitted under an order to distribute the Programs, You must include with the distribution all such notices and any associated source code for Separately Licensed Third Party Technology as specified, in the form and to the extent such source code is provided by Oracle, and You must distribute Separately Licensed Third Party Technology under Separate Terms (in the form and to the extent Separate Terms are provided by Oracle). Notwithstanding the foregoing, Your rights to the Programs are solely limited to the rights granted in Your order.



3.2 You may not:

- a. remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;
- b. make the Programs or materials resulting from the Service Offerings available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Program license or materials from the Service Offerings you have acquired);
- c. cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);
- d. disclose results of any Program benchmark tests without Oracle's prior written consent, except as required by applicable law, provided that You give Oracle prior notice and an opportunity to oppose such disclosure (unless prohibited by law).

3.3 The prohibition on the assignment or transfer of the Programs or any interest in them under section 15 of the General Terms shall apply to all Programs licensed under this Schedule P, except to the extent that such prohibition is rendered unenforceable under applicable law.

#### 4. TRIAL PROGRAMS

You may order trial Programs, or Oracle may include additional Programs with Your order which You may use for trial, non-production purposes only. You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. You have 30 days from the Commencement Date to evaluate these Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

#### 5. TECHNICAL SUPPORT

5.1 For purposes of an order, technical support consists of Oracle's annual technical support services You may have ordered from Oracle or an authorized reseller for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information and consents that Oracle may require in order to perform the technical support services. The technical support policies are incorporated in this Schedule P and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable technical support services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

5.2 Technical support is effective upon the Commencement Date unless otherwise stated in Your order.

5.3 Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS will not increase by more than 4% over the prior year's fees. If Your order is fulfilled by an authorized reseller, the fee for SULS for the first renewal year will be the price quoted to You by Your authorized reseller; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

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

#### 6. PROGRAM-RELATED SERVICE OFFERINGS

In addition to technical support, You may order a limited number of Program-related Service Offerings under this Schedule P as listed in the Program-Related Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.



Service Offerings provided may be related to Your license to use Programs owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Programs.

## **7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

7.1 Oracle warrants that a Program licensed to You will operate in all material respects as described in the applicable Program Documentation for a period of one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any Program warranty deficiency within one year after delivery. Oracle also warrants that technical support services and Program-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule P will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Program-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Program-related Service Offerings.

**7.2 ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

**7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS.**

**7.4 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## **8. AUDIT**

Upon 45 days written notice, Oracle may audit Your use of the Programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Programs in excess of Your license rights. If You do not pay, Oracle can end (a) Program-related Service Offerings (including technical support), (b) Program licenses ordered under this Schedule P and related agreements and/or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

## **9. ORDER LOGISTICS**

### **9.1 Delivery and Installation**

9.1.1 You are responsible for installation of the Programs unless You purchase installation services from Oracle for those Programs.

9.1.2 Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Programs listed in the Programs and Program Support Service Offerings section of the applicable order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that You have continuously maintained technical support for the listed Programs, You may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise unless otherwise stated in Your Order.

9.1.3 If ordered, Oracle will deliver the tangible media to the delivery address specified on the applicable order. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Shipping Point, Prepaid, and Add.

### **9.2 Territory**

The Programs shall be used in the United States.

### **9.3 Pricing, Invoicing and Payment Obligation**

9.3.1 In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

9.3.2 Program fees are invoiced as of the Commencement Date.

9.3.3 Program-related Service Offering fees are invoiced after the performance of the Program-related Service Offering performance; specifically, technical support fees are invoiced quarterly in arrears. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.

9.3.4 In addition to the prices listed on the order, and unless specified otherwise in the Order, Oracle will invoice You for any applicable shipping charges or applicable taxes and You will be responsible for such charges and taxes.

<b>Your Name</b>	West Virginia State Department of Tax	<b>Your Contact</b>	Evelyn Melton
<b>Your Location</b>	1206 Quarrier Street Charleston, WV 25301	<b>Phone Number</b>	(304) 558-2686
		<b>Email Address</b>	Evelyn.melton@k12.wv.us

Product Description/License Type	Quantity
Oracle Database Standard Edition 2 – Named User Plus Perpetual	30

## A. Agreement and Modifications to the Agreement

### 1. Agreement

This order incorporates by reference the terms of the Master Agreement specified below between You and Oracle America, Inc. hereinafter "Oracle", and all amendments and addenda thereto (the "Master Agreement"). The defined terms in the Master Agreement shall have the same meaning in this order unless otherwise specified herein.

**Agreement: Oracle Master Agreement**

**Agreement Name: US-OMA-226823**

### 2. Modifications to the Master Agreement

To fully understand Your license grant for Oracle Programs and/or Integrated Software Options You need to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below. You agree that the following terms apply to the product(s) listed in the table(s) above section A which you have ordered from Mythics, Inc. ("Mythics").

**Trial Programs:** are defined as additional Programs that may be included with Customer's order which Customer has not ordered but which Customer may use for trial purposes only. Customer shall have 30 days from the delivery date to evaluate these Programs. Any use of these Programs after the 30 day trial period shall require Customer to obtain the applicable license. Programs licensed for trial purposes are provided "as is" and Oracle does not provide Technical Support or any warranties of any kind for these Programs.

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

**Named User Plus / Named 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. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. 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.

**Oracle Financing 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.

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

Technical support is effective upon the effective date of the ordering document unless otherwise stated in Your order. If Your order was placed through the Oracle Store, the effective date is the date Your order was accepted by Oracle.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS, will not increase by more than 3% over the prior year's fees. If Your order is fulfilled by a member of Oracle's partner Program, the fee for SULS for the first renewal year will be the price quoted to You by Your partner; the fee for SULS for the second renewal year will not increase by more than 3% over the prior year's fees.

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

**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.

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

Oracle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockets. When used with Oracle Real Application Clusters, Oracle Database Standard Edition 2 may only be licensed on a maximum of 2 one-socket servers. In addition, notwithstanding any provision in Your Oracle license agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads at any time. When used with Oracle Real Application Clusters, each Oracle Database Standard Edition 2 database may use a maximum of 8 CPU threads per instance at any time. If You purchase Named User Plus (NUP) licenses, You must maintain a minimum of 10 NUP per server.

### **Licensing Rules for Applications**

You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.

### **Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence**

**Failover:** Subject to the conditions that follow below, Your license for the following Programs: Oracle DIVA Programs (Oracle DIVArchive Manager, Oracle DIVArchive Avid Connectivity, Oracle DIVArchive Application Filtering, Oracle DIVArchive Storage Plan Manager, Oracle DIVArchive Export / Import, and Oracle DIVArchive Automatic Data Migration) 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 (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are connected to the disk cache or tape library, i.e., the machines are not in a clustered environment and the machines share a disk array or tape library. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. Downtime for maintenance purposes counts towards the ten separate days limitation. Any use beyond the right granted in this section must be licensed separately.

**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. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle Program binary files are copied or synchronized.

**<<Signature Blocks to Follow>>**

**West Virginia State Department of Tax**

**Authorized  
Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Signature Date** \_\_\_\_\_

**Oracle America, Inc.**

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Signature Date** \_\_\_\_\_

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

**Accepted:**

**West Virginia Attorney General's Office**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**West Virginia State Department of Administration  
Purchasing Division**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_



1439 N. Great Neck Rd. Suite 201  
Virginia Beach, VA 23454  
Kevin Ort  
Phone : 757-226-7710  
Fax: 757.412.1060  
Email: kort@mythics.com

Company Name: WV State Tax Department, Information Technology Division  
Project:  
Contact: David B. Lawson, Ed.D.; Acting Assistant Director  
Email: David.B.Lawson@wv.gov  
Phone: (304) 380-8116  
Address: The Revenue Center; 1001 Lee St. E.; Charleston, WV 25301

Estimate Number: 4575312  
Estimate prepared on: May 22, 2017  
Valid thru: May 30, 2017

Quote Prepared By: Stu McIntire

BUDGETARY QUOTE PENDING MYTHICS & ORACLE MANAGEMENT APPROVAL

Item Nbr.	System Number	Part Number	Description	Qty.	Discounted Unit Price	Extended Price
	Oracle Hardware & Components					
1		7114138	Oracle Database Appliance X6-2M: model family	1	\$ -	\$ -
2		7116966	Oracle Database Appliance X6-2M with two 3.2 TB NVMe SSDs	1	\$ 16,800.00	\$ 16,800.00
3		333A-25-15-NEMA	Power cord: North America and Asia, 2.5 meters, 5-15P plug, C13 connector, 15 A (for factory install)	2	\$ 9.10	\$ 18.20
4		X2129A-N	Dual rate transceiver: SFP+ SR. Support 1 Gb/sec and 10 Gb/sec dual rate	2	\$ 229.60	\$ 459.20
5		B58179	One Year Premier Support for Systems - Renewal Partner	1	\$ 2,961.84	\$ 2,073.29
6		B74193	Oracle Standard System Installation Service, Site Audit: Engineered Systems - Group I	1	\$ 1,489.23	\$ 1,489.23
7		B59411	Hardware Freight Fee	1	\$ 44.65	\$ 44.65
This order is placed open market pursuant to the terms and conditions of the Manufacturers Hardware Statement of Terms						
SUBTOTAL: HARDWARE SYSTEMS						\$ 17,277.40
SUBTOTAL: SUPPORT SYSTEMS						\$ 2,073.29
SUBTOTAL: INSTALLATION SYSTEMS						\$ 1,489.23
SUBTOTAL: FREIGHT						\$ 44.65
TOTAL						\$ 20,884.57

TOTAL FOR ENTIRE SOLUTION \$ 20,884.57

Second Year Oracle Support Cost:

Applicable State taxes will be added unless an exemption is provided.

By confirming, referencing or placing an order based on this quote, you are agreeing that the software products being purchased are for electronic delivery only and there is no transfer of tangible property.

Quotation Subject to Management's Final Approval

Purchasing Instructions

Please reference Mythics' estimate number on the government contract or purchase order  
The purchase order must state that this order is placed pursuant to the Manufacturers Statement of Terms

Additional Information:

Media is available for download at no additional cost at <http://edelivery.oracle.com/>

This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance.  
In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered; therefore, all orders are non-cancellable.

Payment Terms: License Fee - Net 30, Technical Support - Quarterly in Arrears

DUNS#: 013358002  
Mythics Fed Tax ID#: 54-1987871  
CAGE CODE: 1TA34  
Business Size: Small  
Lead Time: 12-14 Business Days  
NAIC: 423430

Delivery, Installation and Acceptance of Hardware

- You are responsible for installation of the hardware, unless you purchase installation services from Oracle with respect to such hardware.
- Oracle will deliver the hardware to the delivery address specified by you on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified on the order. The applicable country specific hardware shipping terms are located in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>
- Acceptance of the hardware occurs on delivery.
- Oracle may make and invoice you for partial deliveries.
- Oracle may make product substitutions and modifications that do not cause a material adverse effect in overall hardware performance.
- Oracle will use its reasonable commercial efforts to deliver the hardware within a timeframe that is consistent with Oracle's past practices regarding the amount and type of hardware that you have ordered.

Please fax or email Purchase Order to fax# 757-412-1060

Support provided by Oracle. Current Oracle Hardware and System Support Policies can be found at <http://www.oracle.com/us/support/policies/index.html>.  
You agree that Mythics has the right to cancel your support due to a non-payment.





1439 N. Great Neck Rd. Suite 201  
Virginia Beach, VA 23454  
Paul Brandt  
Phone: 757-226-7714  
Fax: 757.412.1060  
Email: pbrandt@mythics.com

Company Name: West Virginia State Tax Department

Estimate Number: LS-WVSTD-0816-Tech  
Estimate prepared on: May 22, 2017  
Valid thru: **May 31, 2017**

**LICENSES AND SUPPORT**

Oracle Master Agreement 226883

Item Nbr	Oracle Product Description	License Level	Term	Oracle License Type	Number of Licenses	Discounted Unit Price	Extended Price
1	Oracle Database Standard Edition 2	Limited Use	Perpetual	Named User Plus	30	\$ 248.50	\$ 7,455.00
2	Software Update License and Support	Limited Use	1 year	Named User Plus	30	\$ 54.67	\$ 1,640.10

*Licenses are limited to the Test and Development Environment*

SUBTOTAL: LICENSE						\$	7,455.00
SUBTOTAL: YEAR 1 SUPPORT & UPDATE RIGHTS						\$	1,640.10
SUBTOTAL: FEE						\$	9,095.10

CONSULTING SERVICES						Upon Request	
ORACLE TRAINING AND EDUCATION						Upon Request	

*This quotation is subject to management approval*

TOTAL						\$	9,095.10
-------	--	--	--	--	--	----	----------

**Additional Information:**

This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.

Mythics DUNS#: 013358002  
Mythics Fed Tax ID# 54-1987871  
CAGE CODE: 1TA34

NAIC: 423430

Support services are provided under Oracle's then current technical support policies located at: <http://www.oracle.com/support/policies.html>

You agree that Mythics has the right to cancel your support due to non-payment.

Media is available for download at no additional cost at <http://edelivery.oracle.com/>

In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancellable.

**Purchasing Instructions:**

**Please reference Mythics Estimate Number LS-WVSTD-0816-Tech and include the following statements in your order:**

**1. This order is placed pursuant to the terms and conditions of :**

Oracle Master Agreement 226883

**2. Payment Terms:**

License: Net 30

Support: Net 30

Fax order to 757-412-1060 or email to pbrandt@mythics.com

By confirming, referencing or placing an order based on this quote, you are agreeing that the software products being purchased are for electronic delivery only and there is no transfer of tangible property.