



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

Purchase Order

PURCHASE ORDER NO.
 MA05SW08A

PAGE
 1

BLANKET RELEASE
 00

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

CHANGE ORDER
 3

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

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

AGENCY COPY

VENDOR

*419141222 02 703-478-9000
 ORACLE AMERICA INC
 500 ORACLE PARKWAY
 REDWOOD SHORES CA 94065

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
04/02/2012		NET 30		942805249			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
			CHANGE ORDER #03				
			TO ADD SIGNED AGREEMENT PAGES PER THE ATTACHED				
			EFFECTIVE DATE OF CHANGE: 03/23/2012				
			***** NO OTHER CHANGES *****				
				PREVIOUS PO TOTAL==>	OPEN END		
				PO NET CHANGE (+)==>			
						PURCHASING DIVISION CERTIFIED ENCUMBERED	
						APR 05 2012	
						<i>Anna Bndetto</i>	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

Dwayne Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BUYER 42 304-558-8802
 BY *Robert Wegner*
 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 of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

AMENDMENT SIX
TO ORACLE LICENSE AND SERVICES AGREEMENT
BETWEEN
ORACLE AMERICA, INC.
AND
THE STATE OF WEST VIRGINIA

This Amendment Six ("Amendment Six") shall amend the Oracle License and Services Agreement (OLSA_V040407_US.doc) (the "Agreement") between Oracle America, Inc. ("Oracle") and the State of West Virginia dated November 30, 2007.

Amendment Five shall include the following documents:

- Exhibit A – Oracle Technology Global Price List, October 20, 2011
- Exhibit B - Oracle PeopleSoft Component Global Price List, July 21, 2011
- Exhibit C – Oracle Business Intelligence Applications Global Price List, February 10, 2011
- Exhibit D – Oracle Global Price List Siebel CRM Pricing, October 3, 2011
- Exhibit E – Oracle Health Sciences Global Price List, September 30, 2011
- Exhibit F – Oracle Primavera Global Price List, September 1, 2011

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

The parties hereby agree to amend the Agreement as follows:

- 1) **Term.** The term of the Agreement shall be extended to November 30, 2012.
- 2) **Price List.** Until November 30, 2012 the "Price Lists" shall be defined in the Agreement as Oracle's Technology Global Price List, October 20, 2011 (attached hereto as **Exhibit A**) and Oracle's PeopleSoft Component Global Price List, July 21, 2011 (attached hereto as **Exhibit B**) and Oracle's Business Intelligence Global Price List, February 10, 2011 (attached hereto as **Exhibit C**) and Oracle's Global Price Siebel CRM Pricing, October 3, 2011 (attached hereto as **Exhibit D**) and Oracle's Health Sciences Global Price List, September 30, 2011 (attached hereto as **Exhibit E**) and Oracle's Primavera Global Price List, September 1, 2011 (attached hereto as **Exhibit F**). All prior Price Lists are hereby deleted and made null and void.

- 3) Discount Schedule. The following Discount Schedule shall apply to fees listed on the Price Lists for Program licenses, Software Update License & Support acquired pursuant to the terms of the Agreement:

Transaction Band (List License + List Support)	License and Technical Support Discounts
\$0 - \$100,000	25%
\$100,001 - \$250,000	30%
\$250,001 - \$375,000	35%
\$375,001 +	40%

Any discounts provided in this Amendment Six shall not apply toward any third-party products.

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

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 Six shall be December 1, 2011.

STATE OF WEST VIRGINIA

By: John Sondaro

Name: John Sondaro

Title: Accountant III

Date: 3/23/12

ORACLE AMERICA, INC.

By: Angela Johnson

Name: Angela Johnson

Title: Contracts Manager

Date: November 8, 2011