



9-Aug-11

Carol Holub
FORT BEND COUNTY
500 Liberty St.,
RICHMOND
TX 77469
United States

Dear Carol Holub,

The technical support services and benefits provided under service contract number 2058746 will expire, or have expired, on 29-Oct-11. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may also include incremental technical support services newly acquired.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number 2058746, please order the technical support services on this ordering document by issuing a form of payment acceptable to Oracle in accordance with the attached Order Processing Details section on or before 30-Sep-11.

If further information is required, please contact me at the e-mail address or telephone number provided below.

Regards,

Jason Haydel
Oracle Support Services
E-mail: jason.haydel@oracle.com
Tel.: (512)671-5652
Fax:

Service Details

Service Level: Software Update License & Support					End Date: 29-Oct-12	
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Oracle Database Enterprise Edition - Processor Perpetual	15229758	4		FULL USE	30-Oct-11	31,099.01
Subtotal:					USD	31,099.01
Total Amount:					USD	31,099.01

plus applicable tax

Notes:

1. If any of the fields listed above are blank, the program licenses were acquired under a separate license model in which such field(s) does not apply.
2. If a change to the Service Details provided above is required, please contact Jason Haydel at (512)671-5652 or at jason.haydel@oracle.com and an updated ordering document will be provided to you in accordance with Oracle's technical support policies.

GENERAL TERMS

"You" and "your" refers to the Customer provided above.

In the event that the Customer and the Quote To Account Name provided above are not the same, FORT BEND COUNTY acknowledges that Customer has authorized FORT BEND COUNTY to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. FORT BEND COUNTY agrees that the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to FORT BEND COUNTY during the term of service.

The technical support services acquired under this ordering document are governed by the terms and conditions of the STATE-28905-12-NOV-97. However, any use of the programs, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs set forth in the order in which the programs were acquired.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies, including Oracle's reinstatement policy, may be accessed at <http://www.oracle.com/us/support/policies/index.html>. Customers who allow technical support to lapse and later wish to reactivate it will be subject to Oracle's reinstatement policy in effect at the time of reinstatement. Applicable reinstatement fees may apply in addition to the annual technical support fees.

In the event that Priority Service is acquired under this ordering document, you acknowledge you must maintain a current Software Update License & Support contract for all licenses in a license set for which Priority Service has been purchased. By accepting this ordering document, you also acknowledge that Software Update License & Support for program licenses listed under the Priority Service level may be renewed under separate contract(s). Upon renewal, Priority Service fees will be based on the Priority Service pricing policies in effect at the time of renewal and such fees will be adjusted to account for any acquisition of additional licenses in a license set. Contractual caps on annual technical support fees for Software Update License & Support do not apply to Priority Service, unless stated otherwise in your contract.

Order Processing Details

Your order is subject to Oracle's acceptance. An order consists of the following: (i) this ordering document, which incorporates by reference the STATE-28905-12-NOV-97, and (ii) a form of payment acceptable to Oracle. Oracle normally accepts orders after receipt of a purchase order, check or credit card issued in accordance with the Purchase Order, Check, Credit Card Confirmation section below. If Oracle accepts your order, the service start date is the effective date of such order and also serves as the commencement date of the technical support services.

Please note that if the pre-tax value of this ordering document is USD2,000 or less, the technical support services on this ordering document must be paid either by credit card or electronic upload of a PO to the Online site.

Once ordered, technical support for the support period defined above is non-cancelable and the related fees are non-refundable.

An invoice will only be issued upon receipt of a form of payment acceptable to Oracle. Regardless of the form of payment, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If FORT BEND COUNTY is a tax exempt organization, a copy of FORT BEND COUNTY's tax exemption certificate must be submitted with FORT BEND COUNTY's purchase order, check, credit card or other acceptable form of payment.

PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION

Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Service Contract #: 2058746
- Term of Service: 30-Oct-11 to 29-Oct-12
- Final Total: USD 31,099.01 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: STATE-28905-12-NOV-97

In issuing a purchase order, FORT BEND COUNTY agrees that the terms of this ordering document and the terms of STATE-28905-12-NOV-97 supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered.

Please e-mail or fax the purchase order to Oracle per the Remittance Details provided below.

Check

If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Service Contract #: 2058746
- Term of Service: 30-Oct-11 to 29-Oct-12
- Final Total: USD 31,099.01 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: STATE-28905-12-NOV-97

In issuing a check, FORT BEND COUNTY agrees that only the terms of this ordering document and the terms of STATE-28905-12-NOV-97 shall apply to the technical support services ordered. No terms attached or submitted with the check shall apply.

Please mail check payments per the Remittance Details provided below.

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid under a credit card, please complete the section below and return it to Oracle per the Remittance Details provided below. Please note that Oracle is unable to process credit card transactions of USD100,000 or greater.

Service Contract #: 2058746
Term of Service: 30-Oct-11 to 29-Oct-12
Final Total: USD 31,099.01 (excluding applicable tax)
Agreement: STATE-28905-12-NOV-97

Credit Card Number

Expiration Date

Billing Address (associated with Credit Card)

City, State, and Zip (associated with Credit Card)

Authorized Signature

Name

The credit card must be valid for the entire Term of Service above. In issuing this credit card confirmation, FORT BEND COUNTY agrees that only the terms of this ordering document and the terms of STATE-28905-12-NOV-97 shall apply to the technical support services ordered. No terms attached or submitted with the credit card confirmation shall apply.

REMITTANCE DETAILS

Purchase orders or credit card details for the technical support services ordered hereto should be sent to:

Attn: Jason Haydel
Oracle Support Services
Fax:
E-mail: jason.haydel@oracle.com

Checks for the technical support services ordered hereto should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc.
PO Box 44471
San Francisco, CA 94144-4471

All other States:

Oracle America, Inc.
PO Box 71028
Chicago, IL 60694-1028



August 3, 2011

Carol Holub
Fort Bend County
301 JACKSON STREET
Richmond, TX 77469

Dear Carol,

You have requested that Oracle provide and maintain technical support services for some but not all of your licenses contained in a license set. You acknowledge that in order for Oracle to provide support for your licenses, all licenses in a license set must be supported at the same level of support. Therefore, you have agreed to terminate some of your licenses in order to maintain support on a reduced number of licenses in a license set.

By signing below you are agreeing to terminate the licenses listed below. You no longer have any right to use the terminated licenses. If your licensing needs increase in the future, you must purchase any necessary licenses to meet your increased needs in accordance with Oracle's terms and conditions in effect at the time of the new purchase. You will not be permitted to reinstate the terminated licenses. By signing below, you also represent that you have authority to terminate the licenses on behalf of Fort Bend County. You also acknowledge that Oracle may not renew support for your remaining licenses in the license set until you have completed and returned this termination letter to the Oracle Support Services representative listed below.

The licenses being terminated, by program, are:

CSI #	Program	Quantity	License Type	License Item Instance
15229758	Change Management Pack - Processor Perpetual	4	Full Use	39900980
	Diagnostics Pack - Processor Perpetual	4		39900982
	Tuning Pack - Processor Perpetual	4		39900981

Note: If any of the fields listed above are blank, your program licenses were acquired under a separate license model in which such field(s) do not apply.

Regards,

Jason Haydel
Oracle Support Services
9600 North Mopac Expressway
Suite 700
Austin, TX 78759

Acknowledged and agreed.

Fort Bend County

Authorized Signature: TR Webb

Name: TR WEBB

Title: DIRECTOR, IT

Signature Date: 8/4/2011

**STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
VOLUME PRICING CONTRACT
Oracle Corporation**

This **VOLUME PRICING CONTRACT** for the acquisition of Oracle Corporation products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (DIR) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Oracle Corporation ("Oracle"), with its principal place of business at 500 Oracle Parkway, Redwood City, California 94065-1677.

WITNESSETH

WHEREAS, DIR and Oracle entered into a Master Agreement, Software License and Services Agreement, effective March 7, 2000 (hereinafter referred to as "Master Agreement 2000"),

WHEREAS, Master Agreement 2000 was subsequently modified on March 7, 2000 (known as Amendment 1), modified on May 12, 2000 (known as Amendment 2) and was modified on November 20, 2001 (known as Amendment 3), until an expiration date of March 7, 2003, and;

WHEREAS, DIR and Oracle establish this document, DIR-VPC-03-018, known as Master Agreement 2003, to be a centralized, statewide contract between the parties as the aforesaid "new contract" to replace the Master Agreement 2000;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. CONTRACT SCOPE

This contract ("Master Agreement 2003") sets forth the terms and conditions governing the Oracle's provision of software technology to Authorized Users, as defined herein, of this Master Agreement 2003 under licenses of Programs available in production release, and includes documentation, maintenance and incidental professional services and training services related thereto. Such Programs and services shall be delivered and/or licensed by Oracle during the contract term in accordance with the rights, obligations and pricing set forth herein.

Notwithstanding any other provision or other unilateral license terms which may be issued by Oracle after the Effective Date of this Master Agreement 2003, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Order Form for products licensed under this Master Agreement 2003, the terms and conditions set forth in this Master Agreement 2003 shall supersede and govern the contract terms between Authorized Users and Oracle, except that with respect to Technical Support renewals, the governing terms and conditions shall be those contained in the agreement then in place between DIR and Oracle.

2. CONTRACT TERM

The term of this Master Agreement 2003 shall be five (5) years commencing on the date that the last signature is affixed hereto (the primary term). The parties may mutually agree to renew the Master Agreement 2003, upon approval of the DIR and Oracle, upon expiration of the primary term for an additional two (2) year term. The extension, if agreed to, shall be documented as an amendment to the Master Agreement 2003 and be executed at least thirty (30) days prior to the end of the primary term. Upon expiration or termination of the Master Agreement 2003, all rights and obligations set forth herein shall survive in accordance with their terms for procurements made or individual licenses granted to

Authorized Users prior to such termination.

3. MERGER OF APPENDICES/ORDER OF PRECEDENCE:

This Master Agreement 2003 shall be deemed inclusive of the following documents which shall be incorporated herein as if set forth at length:

Appendix A – Standard Clauses for Texas Contracts
Appendix B – Global Price List
Appendix C – Price List Supplement
Appendix D – Migration Matrix
Appendix E – Sample Order Form
Appendix F – Professional Services Rates
Appendix G – Professional Services Order Forms
Appendix H– Learning Credits Rates

To the extent that such Appendices furnished by Oracle include inconsistent terms, such terms and conditions shall be of no force and effect as between the parties. In the event that there are conflicts among this Master Agreement 2003 and its Appendices and an Order Form issued hereunder, this Master Agreement shall take precedence, except as expressly agreed to by the Authorized User and Oracle.

4. DEFINITIONS:

All terms used in this Agreement shall be given their usual meaning unless provided with a definition as set forth below.

a. Where licenses are defined herein as "perpetual", it is expressly understood that such license rights shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Master Agreement 2003.

b. ADMINISTRATIVE FEE The fee used to defray DIR's cost of negotiating, executing and administering this Master Agreement 2003.

c. AUTHORIZED USERS any Texas state agency and local government as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003), and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

d. ATTORNEY GENERAL the Attorney General of the State of Texas.

e. COMPTROLLER Comptroller of Public Accounts of the State of Texas.

f. DAY shall mean eight (8) hour business days, Monday through Friday, except for State and Federal holidays. If the Master Agreement 2003 calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

g. DIR The Department of Information Resources, a state agency of the state of Texas, authorized to contract for the provision of Information Resource Technologies as set forth in Chapter 2054, Texas Government Code, and includes its successors.

h. DOCUMENTATION The complete set of user guides and manuals for use of the Licensed Programs generally made available by Oracle to its customers.

i. EFFECTIVE DATE – for the Master Agreement 2003 is the date that the last signature is affixed hereto, to supercede and replace Master Agreement 2000.

j. GO DIRECT COORDINATOR refers to the individual appointed by DIR to administer and collect the contract reporting data on behalf of the State and the Authorized Users.

k. LICENSE A grant of perpetual use rights for Oracle programs more specifically set forth in Section 5.01.

l. LICENSE MIGRATION A license migration is a means of contractually modifying a customer's Oracle licenses purchased under older license metrics (e.g., Concurrent Device) to take advantage of current license metrics (e.g., Processor). A customer's new licenses resulting from a license migration will reflect Oracle's current license metrics and product names (as determined by the supported product migrations for the old licenses). A license migration always results in a new Order Form, and often requires the payment of additional license and support fees.

m. LICENSED PROGRAMS Computer software programs in object code form, which are offered and delivered by Oracle to Authorized User, including the media, user guides, manuals, and Updates.

n. LICENSEE Authorized User(s) who acquire(s) Licensed Programs, services and/or Documentation from Oracle by means of the issuance of an Order Form and associated Purchase Order in accordance with the terms and conditions of this Master Agreement 2003.

o. ORDER FORM The official form set forth in Appendix E to the Master Agreement 2003 which constitutes a binding order of Programs or services when issued with Authorized User's standard Purchase Order or other ordering document and sets forth the terms of License or acquisition. Authorized User may include its standard fiscal processing documents attached thereto, provided that any additional or inconsistent terms contained on Authorized User's fiscal processing documents would be superseded by the terms of the Master Agreement 2003, or binding only upon mutual agreement of Oracle and Licensee. The Order Form shall set forth the Program license and service fee(s) that apply to the order calculated in accordance with the terms of this Master Agreement 2003, or such other more advantageous terms for Licensee as are agreed to between the parties.

p. ORACLE CONTRACT ADMINISTRATOR The individual as appointed by Oracle to administer this Master Agreement 2003 on behalf of Oracle.

q. PROGRAM Computer software in object code form, which is licensed pursuant to this Master Agreement 2003, including the media, Documentation and Updates.

r. PURCHASE ORDER The Authorized User's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

s. SUPPORTED PROGRAM LICENSE Licensed Programs for which Technical Support has been ordered under the Master Agreement 2003.

t. STATE shall mean the state of Texas, and as the context requires, includes the Authorized Users eligible to use this 2003 Master Agreement.

u. STATE CONTRACT ADMINISTRATOR The individual as appointed by DIR to administer this Contract on behalf of the State of Texas and the Authorized Users.

v. TECHNICAL SUPPORT Oracle-supplied maintenance for the Licensed Programs which maintenance service is defined under the Master Agreement 2003, comprised of Software Updates and Product Support. Oracle Software Updates provides Authorized Users with rights to new Oracle releases including product upgrades, maintenance releases and patches.

w. LEARNING CREDIT One day (eight hours) education per student at an Oracle Training Center in the United States, exclusive of travel expenses. Learning Credits expire if not utilized within one year. At

Licensee's option, Licensee may require the Learning Credits to be provided within the State of Texas as set forth in Appendix H and Section 10.02.

x. UPDATES Subsequent releases of the Programs that are generally made available for Supported Program Licenses at no additional charge, provided Authorized User has ordered Technical Support for such licenses for the relevant time period. Updates shall not include any options or future products that Oracle licenses separately.

5. PROGRAM LICENSE

5.01 License Grant

(A) Scope Upon the issuance of a valid Order Form, Oracle hereby grants to Licensee a non-exclusive, perpetual right to use the Licensed Programs set forth herein solely for Licensee's business operations, in accordance with the rights and obligations set forth in this Master Agreement 2003, including the Documentation and the license definitions set forth in Appendix B. The License shall commence upon delivery of the Licensed Program to Licensee and shall survive termination of the Master Agreement 2003 in perpetuity unless otherwise terminated in accordance with this Master Agreement 2003.

(B) Program Documentation is either shipped with the Programs or Authorized User may access the documentation online, currently at <http://docs.oracle.com>. Authorized User shall not copy or use the Programs (including the Documentation) except as otherwise specified in this Master Agreement 2003 or an Order Form. Authorized User shall have the right to allow Authorized User's third party agents ("Agents") to use the Programs for Authorized User's internal purposes as long as Authorized User ensures that Agents use of the Programs is in accordance with the terms of this Master Agreement 2003.

(C) Authorized User agrees that it shall not:

1. cause or permit to cause the reverse engineering, disassembly or decompilation of the Programs;
2. make the Programs or materials resulting from any Consulting Services 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 acquired).
3. use the Programs to provide third party training on the content and/or functionality of the Programs, except for training of Authorized User's licensed users.

(D) Oracle shall retain all title, copyright and other proprietary rights in the Programs. Authorized User does not acquire any rights, express or implied, in the Programs, other than those specified in this Master Agreement 2003.

(E) To use the Program specified on an Order Form, the Authorized User may need to use an ancillary Program embedded in or delivered with the ordered Program. The ancillary Program may be used only as described in the Order Form or Documentation for implementation of the ordered Program and for no other purpose. Any necessary ancillary or imbedded Program will be listed on the Order Form and delivered with the ordered Programs. Authorized User shall have no right to use any other software program that may be delivered with ordered Programs.

(F) DIR and Oracle establish this document, known as Master Agreement 2003, to be a centralized, statewide contract between the parties replacing the Master Agreement 2000, which expires March 7, 2003. An Authorized User's existing licensing and Technical Support agreements in effect with Oracle prior to the date of this Agreement shall not be extinguished or merged solely by execution and approval of this Master Agreement, or unilateral act of Oracle. Rights and obligations relating to products and services licensed or procured through any other contract or agreement already in existence at the time of execution and approval of this Master Agreement 2003 remain unchanged; provided however that the parties acknowledge that any Technical Support renewals ordered by an Authorized User during the Term shall be governed by the Master Agreement 2003.

(G) Notwithstanding pre-existing or other current licensing or Technical Support agreements with Oracle

for Programs and/or services under any agreement made prior to this Master Agreement 2003, in the event that an Authorized User wishes to convert or migrate pre-existing licenses to another license type or metric or purchase additional licenses, the Authorized User may utilize this Master Agreement 2003 and execute the appropriate documentation which shall clearly set forth the migration of the pre-existing licenses to the new scheme, subject to the then-current Oracle policies relating to migrations. Terms and conditions of Master Agreement 2003 will not apply retroactively to licenses purchased under previous agreements, except for those licenses being migrated. Oracle's current eBusiness Migration Matrix is set forth in Appendix D; Oracle agrees that this migration matrix shall remain in effect without material change for a period of six (6) months from the effective date of this Master Agreement 2003.

(H) Authorized License Transfers Licensee may change the location of the computer(s) on which a licensed Program is being used to another location in the United States without Oracle's prior written consent. A "license transfer" occurs when an Authorized User discontinues its use of a Program on a specified Designated System and transfers the same license to a new hardware system. Inter-Authorized User license transfers as a result of operational transfers, transfer of business functions or User consolidations are authorized transfers under this paragraph.

(I) Archival Back-Up and Disaster Copies of Licensed Programs Authorized User may make a sufficient number of copies of each program for Authorized User's licensed use and one copy of each program for backup purposes when Authorized User's system is inoperative; Authorized User shall have the right to run Oracle database Programs that it has ordered on an unlicensed spare computer for up to a total of ten separate calendar days in any given calendar year. Any backup or disaster recovery use beyond the rights granted herein must be licensed separately.

(J) Compliance with the Program License is the responsibility of the Authorized User. DIR shall not be responsible for any Authorized User's compliance with the Program License. If DIR purchases software licenses for its own use under this Master Agreement 2003, it shall be responsible for its compliance with the Program License terms and conditions.

5.02 Licensed Programs and Service Offerings

(A) Programs The full line of Programs covered by this Master Agreement 2003 are set forth in Appendix B. Oracle reserves the right to remove the Programs from Appendix B if it reasonably believes such Programs do not comply with the terms of this Master Agreement 2003.

(B) Technical Services Oracle shall offer Technical Support for the Programs as provided in Section 9.0.

(C) Professional Services & Training Authorized User(s) may obtain professional services and training (education) services from Oracle as provided in Section 10.0.

(D) Pre-Production Releases As an accommodation to Licensee, Oracle may supply Authorized User with pre-production releases of Programs (which may be labeled "Alpha" or "Beta"). These products are not suitable for production use and are provided "as is", without warranty.

(E) New Program Offerings The parties may, from time to time and upon mutual agreement, amend the scope of products offered under this Master Agreement 2003 at any time during the contract term to take advantage of Oracle's new Program offerings.

(F) Removal of Services/Programs DIR may, at its sole discretion, remove from this Master Agreement 2003 any services or Programs (and other Programs that are functionally co-dependent upon the removed Program) in violation of, or non-compliant with, any existing state statute. DIR shall provide written notice to Oracle of any Programs removed pursuant to this section, identifying the nature of the violation or noncompliance, and in the event that Oracle remedies such violation or noncompliance, DIR agrees to restore the removed Programs to this Master Agreement 2003.

5.03 Copies of Programs and Documentation

Authorized User may make a sufficient number of copies of Licensed Programs and Documentation as

necessary to enjoy use of the Licensed Programs in accordance with the terms of license. In such event, Authorized User shall be responsible for insuring that all applicable proprietary, confidentiality or other restricted rights markings are included on all copies.

5.04 Business Operations Transfer (Outsourcing) Notwithstanding any other provision of this Master Agreement 2003, an Authorized User may contract with a facilities management firm ("Outsourcer") to operate the Licensed Programs on behalf of the Authorized User provided such operation is either on the Authorized User's hardware and operating system or the same or comparable hardware and operating system at Outsourcer's site, and provided further (i) the Authorized User hereby assumes all responsibility for the confidentiality of all confidential information and protection of Oracle's proprietary rights, and (ii) the Authorized User shall give Oracle written notice of all Licensed Programs to be managed by Outsourcer at the same time as entering into such a contract, and (iii) the Authorized User assumes all liability for shipping the Licensed Programs to Outsourcer's site and return of the Licensed Programs to the Authorized User's site and agrees to notify Oracle in writing when the Licensed Programs have been returned to Authorized User's site, and (iv) in no event shall Outsourcer be allowed to copy the Licensed Programs or be granted general development use access to the Licensed Programs except as specified herein and (v) to the extent allowable under Texas Law, the Authorized User agrees to indemnify Oracle against all costs, loss, liability and expense (including court costs and disbursement) incurred as a result of (a) any claims or demands brought against Oracle or its directors, employees or agents arising from or in connection with any such services provided by Outsourcer, or (b) Outsourcer's failure to abide by the terms and conditions of this Master Agreement 2003.

6. DESCRIPTION OF TYPES OF LICENSES AVAILABLE

Oracle's Licensing Metrics are contained in Appendix B.

Only perpetual licenses are to be made available to Authorized Users under this Master Agreement 2003.

7. PRODUCT AND SERVICES ACQUISITION/DELIVERY/ACCEPTANCE

7.01 Acquisition

(A) Order Placement. Authorized Users may participate in accordance with the terms and conditions set forth herein, and may directly authorize payment to Oracle by the issuance of an Order Form and Authorized User's Purchase Order or standard ordering documents for Products or Services. The issuance of an Order Form and Authorized User's Purchase Order or standard ordering documents shall indicate the Authorized User's acceptance and agreement to the terms and conditions set forth in this Master Agreement 2003, including applicable copyright restrictions agreed to hereunder by the State on behalf of Authorized User.

i. Issuing a Valid Order Form

Oracle shall provide a written quote of the pricing to Authorized User. Authorized User shall submit to Oracle an Order Form along with the Authorized User's Purchase Order or standard ordering document in order to obtain a Program License or Services. Said Order shall be binding upon execution of the Order Form by Oracle. Upon receipt of fully executed Order Form and issuance of Purchase Order, all fees are non-cancellable and the sums paid nonrefundable, except as provided in this Master Agreement 2003.

ii. Content of Order Form All Order Forms and Authorized User's Purchase Order or standard ordering document must reference this Master Agreement 2003, DIR-VPC-03-018, on the face of the Order Form and Authorized User's Purchase Order or standard ordering document and shall be deemed to incorporate the terms and conditions of this Master Agreement 2003.

The Order Form, as set forth in Appendix E, specifies the following:

- a) Programs to be acquired;
- b) License Type and Quantity (one type per line) -When licensing by named user, a non-human operated device will be counted as a Named User 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 T.P. monitor or a web server product) is used, this number must be measured at the multiplexing front end. When licensing by processor, users may be internal, external or third party.
- c) License Fees in accordance with the pricing set forth in this Master Agreement 2003;
- d) Technical Support, if any, in accordance with the pricing set forth in this Master Agreement 2003
- e) Number of Learning Credits, if any, in accordance with the pricing set forth in this Master Agreement 2003
- f) Professional Services Fees, if any, in accordance with the pricing set forth in this Master Agreement 2003;
- g) Applicable Discounts calculated in accordance with the pricing set forth in this Master Agreement 2003
- h) Applicable Credits, if any, calculated in accordance with Section 11.03 below; and
- i) Net Price Payable by Authorized User(s).

Any additional terms and conditions contained on the Order Form which amend, alter, change or modify the terms and conditions set forth in the Master Agreement 2003 shall not be binding notwithstanding the acceptance of Programs or payment of said invoice by Authorized User, unless expressly agreed to by both parties. Oracle may offer more advantageous terms to Licensee at the time of Order, and such additional offers/incentives shall be set forth on the Order Form.

Written orders shall separately itemize requests for Program licensing, Technical Support, training and professional services. Orders for multiple types of licenses shall be itemized by type and number. Authorized Users placing such orders shall confirm pricing, supported hardware platforms/operating systems combinations and Program availability with Oracle prior to placement of written orders. Programs ordered shall be presumed Oracle's most recently released version at time of delivery, unless an earlier version is specifically requested in writing by Licensee and Oracle is willing to provide such version. The written Order Form shall indicate an addressee at the site, which will act as the designated recipient for the Program ordered.

iii. Responsibility for Order Placement All orders will be placed directly by Authorized Users with Oracle. Each Authorized User placing an order hereunder shall be individually responsible for payments to Oracle pursuant to the terms of this Master Agreement 2003.

(B) No Minimum Quantity Guaranty

DIR makes no representation or warranty as to the amount of Programs or Services that will be purchased under this Master Agreement 2003.

7.02 Delivery: FCA (Free Carrier) Shipping Point

Oracle shall deliver to the Licensee one copy of the software media and one complete set of Documentation for each Licensed Program for use on the applicable hardware platform. Delivery shall be FCA Shipping Point. Oracle agrees that it will assume the risk of loss for media through the Delivery Date. Delivery Date shall mean the date of physical delivery to Authorized User's designated address. The price to the Authorized Users under this Master Agreement 2003 shall include all shipping and handling fees.

7.03 Verification of Receipt of Programs

For each Licensed Program for which delivery is required under this Master Agreement 2003, the Licensee shall have the right to verify that its order was properly shipped (i.e., that it received the proper media). Such verification shall take place within fifteen (15) days after receipt of the Programs. In the event that Oracle has shipped the incorrect media, the Authorized User shall immediately notify Oracle and Oracle shall ship the proper media. Additionally, Oracle and an Authorized User may agree to include acceptance provisions in a specific Order Form.

7.04 Trial License

Oracle may include additional Programs with an Authorized User's order; these additional Programs may be used for trial/evaluation, non-production purposes only for a period of thirty (30) days from Delivery Date. If the Authorized User decides to use any of these Programs after the thirty (30) day trial period, it must obtain a license from Oracle for each Program. If the Authorized User decides not to obtain a license for any Program after the thirty (30) day trial period, it will cease using and will delete the applicable Programs from its computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide Technical Support or offer any warranties for these trial Programs.

8.0 TECHNICAL SUPPORT

8.01. Technical Support Policies: Technical support consists of Software Updates, Product Support and/or other technical support services that may be ordered. If ordered, annual technical Support is provided under Oracle's technical support policies in effect at the time the services are provided. The Technical Support policies are incorporated into this Master Agreement 2003, and contain additional terms and are subject to change, provided, however that for a period of five (5) years the Oracle Technical Support services provided under this Agreement will not materially degrade, such that Oracle Technical Support provides the equivalent or substantially similar level of technical support. The current version of the technical support policies can be accessed at <http://oracle.com/support/index.html?policies.html>. Technical Support services are provided on an annual basis ("Support Period") and are billed annually in advance. All Technical Support services ordered for a Support Period shall be non-cancelable and non-refundable.

Oracle reserves the right to desupport its Programs. Oracle will use commercially reasonable efforts to provide DIR and an Authorized User with written notice of desupport twelve (12) months in advance when a program is being desupported. Such desupport notices, which are posted at Oracle's customer support website, MetaLink (or Oracle's then current customer support web site), contain desupport dates, information about availability of Extended Assistance Support and Extended Maintenance Support and information about migration paths for certain features. The desupport notices are subject to change and Oracle will provide updated desupport notices on MetaLink as necessary. If an Authorized User desupports a subset of license, it may be required to terminate those licenses. Any cancellation of support may result in the re-pricing of support for the remaining licenses from that particular order.

9.0 RELATED SERVICES

Authorized Users may acquire services, including professional services, and Learning Credits, under this Master Agreement 2003.

9.01 Professional Services

Authorized Users may acquire professional services under this Master Agreement 2003. Professional services shall be charged at the rates set forth in Appendix F. Authorized Users purchasing services under this Master Agreement 2003 will be required to execute an engagement contract and Statement of Work with Oracle, the forms of which are attached hereto as Appendix G. All rates are inclusive of travel and expenses. No additional amounts can be added to the Statement of Work for travel and expenses. Professional services provided under this Agreement may be related to an Authorized User's license to use Programs owned or distributed by Oracle, which are acquired by an Authorized User. The

agreement referenced in the applicable order shall govern the use of such licensed Programs. Any Professional Services acquired from Oracle are proposed separately from such Program licenses, and an Authorized User may acquire either services or such Program licenses without acquiring the other.

9.02 Learning Credits

Education services may be acquired from Oracle separately from Program licenses, and other services at the rates set forth in Appendix H. Authorized Users may acquire either Program licenses or training services without acquiring the other. Authorized User may order Oracle standard Learning Credits, which are valid for one (1) year from the date of the Order Form. Learning Credits hereunder are for Oracle products only.

Each Learning Credit may be used to acquire one (1) eight hour day of instruction for one (1) individual at an Oracle Education Center in the U.S. Additionally, training units may be acquired for instruction at an Authorized User site in the U.S., for the fees set forth in Appendix H, plus travel and expense reimbursement at the then-current State of Texas Travel Management reimbursement rate for state employees.

For training services that will be held in a facility other than an Oracle Education Center, Learning Credits may be acquired as specified in Appendix H.

9.03 Travel, Meals and Lodging Reimbursement

Rates for professional services and training shall be deemed inclusive of travel, meals and lodging unless expressly stated to the contrary. In any event, reimbursement to Oracle for any travel costs relating to the provision of training and professional services pursuant to the terms hereof shall not exceed the categories and rates specified in the then current Appropriations Act and enforced through the Comptroller's regulations.

Expenses, if any, reimbursed by the Authorized User hereunder shall be necessary, approved in advance, in writing by the Authorized User and shall not exceed current State of Texas Travel Guidelines for State employees. For state agency Authorized Users, such rates for fiscal years 2002 and 2003 shall not exceed eighty dollars (\$80.00) per night for hotel expenses, thirty dollars (\$30.00) per day for meal expenses, and will not include reimbursements for tips and/or gratuities. Unless the Authorized Users otherwise agrees in writing, reimbursement of airfare will not exceed the cost of coach class airfare. No other categories of travel cost are eligible for reimbursement.

10.0 PAYMENTS/PRICING

The following Discount Schedule shall apply to fees listed on the February 7, 2003 Global Price List for Program licenses, Software Updates and/or Product Support acquired pursuant to the terms of the Agreement and shall be the basis for quotes issued under Section 7.01 (A) (i) (the Transaction Band amount shall be determined per order):

Transaction Band (List License + List Support)	Price List Discounts
\$1.00 to \$100,000	25%
\$100,001 to \$250,000	30%
\$250,001 to \$375,000	35%
\$375,001 +	40%

The State of Texas License and Support Discounts (also referred to herein as the "Price List Discounts")

set forth above are consistent with the discount percentages provided in Oracle's General Services Administration Federal Supply Service ("GSA") Contract Number GS-35F-0108J ("Schedule") between GSA and Oracle in effect as of the Effective Date of this Agreement.

Price List Discounts shall be updated on an annual basis, and shall reflect any changes to the discount percentages in the Schedule. The parties agree to work in a good faith effort towards a mutual agreement to update the Price List Discounts under the Agreement by the State of Texas' fiscal year end, August 31, of each contract year. In the event that discount percentages for the GSA Schedule are modified via an approved modification to the GSA Schedule prior to the State of Texas fiscal year end, Oracle and the State of Texas, acting through DIR, agree to renegotiate the Price List Discounts in good faith within 30 days of such GSA Schedule modifications. In the event that an amendment to update the Price List Discounts is not executed by the State of Texas' fiscal year end, and until such amendment is executed during the term of the Agreement, the parties agree that orders submitted by Customers will be quoted by Oracle, based on the Price List Discounts in effect at that time. This provision shall not be construed to provide a refund of fees paid for any orders submitted prior to the execution of such an amendment.

During the term of the Agreement, Oracle may, at its sole discretion, offer general promotions that are available to all of its worldwide customers.

Prices shall be calculated in accordance with the pricing set forth in this Master Agreement 2003 Pricing set forth in Appendix B includes all applicable documentation, shipping, delivery and handling charges. Oracle may, however, upon mutual agreement of the Authorized User, negotiate more advantageous pricing for particular orders.

10.01 Credits/DIR Net Price

Any credits due under this Master Agreement 2003, whether from billing adjustments, billing errors, or any other reason, shall be in the form of a Credit Memorandum or, at the Authorized User's written request, a refund check will be issued by Oracle to Authorized User. Authorized User may at its sole discretion, apply the Credit Memorandum amount toward any service or product offered under this Master Agreement 2003.

The Discounted Price, less credits if any which are to be applied pursuant to the foregoing paragraph, shall be payable as the "DIR Net Price", on the Order Form.

10.02 Higher Education Pricing

Oracle shall extend Higher Education pricing to all Authorized Users of the Master Agreement 2003 who qualify as educational providers under the terms of Oracle's standard Academic Practices policies and are eligible under §2054.003, Texas Government Code. Notwithstanding the existence of separate license pricing terms for educational programs, the remaining terms and conditions of this Master Agreement 2003 shall apply to all purchases of Oracle software and associated products offered herein under educational licenses. Higher Education institutions purchasing under this Master Agreement 2003 may acquire Campus Wide Program licenses, which license all full-time and part-time students, faculty and staff in accordance with the following:

Campus Wide Programs. In consideration for licensing all full-time and part-time students, faculty and staff, Oracle grants to Authorized User the following rights:

- (i.) Internet Access. Authorized User may allow an unlimited number of internet users to access any of the Campus Wide Programs licensed under an Oracle Order Form, provided the access is for viewing, querying, or adding data associated with Authorized User's administrative, teaching, research or community service functions. The Authorized User may charge a fee for such internet access provided the fee is designed to only reimburse Authorized User for its costs incurred in developing and administering Customer's business program.
- (ii.) OAI and WDP Membership. As of the Effective Date of this Ordering Document, teaching departments at the Authorized User's institution may participate in the Oracle Academic

Initiative (OAI) and/or the Oracle Workforce Development Program (WDP) or successor programs that may replace OAI/WDP. The OAI/WDP membership fee will be waived for any department that elects to incorporate Oracle Programs into its classroom teaching. Teaching departments may apply for the free membership at <http://oai.oracle.com> or <http://workforce.oracle.com>. Once the teaching department is established as an OAI/WDP member, the department will be licensed to use the Programs available under OAI/WDP for the purposes set forth in the applicable agreement.

- (iii.) User Minimums. The user minimum table in the Licensing Rules section of the Definitions and General Licensing Rules incorporated herein does not apply to Campus Wide Programs.
- (iv.) In the event that the higher education institution Customer consists of multiple campuses or legally affiliated entities, the Order Form shall include the following: "Customer Definition. For purposes of this Ordering Document, Customer shall be defined as the academic institution listed at the head of this Ordering Document and the following Authorized Campuses or legally affiliated entities ("Entities"): _____". Before accessing the Programs, each campus/Entity must agree in writing to be bound by the terms of this Order Form and the Master Agreement 2003.
- (v.) Eligible Programs. The Oracle Programs set forth below may be licensed on a Campus Wide basis at a minimum 90% discount off of the Price List. Programs licensed on a Campus Wide basis may not be used for non-medical school functions of an associated medical center or university hospital (e.g. patient management and billing).
- (vi.) Technical Support. The following terms amend the Definitions and Licensing Rules attachment: Replace the fifth sentence of the Technical Support section with "Technical support acquired with this order may be renewed annually and for the initial 4 renewal years, the technical support fee will not increase by more than three percent (3%) over the prior year's fees."

ORACLE PROGRAMS ELIGIBLE FOR CAMPUS LICENSES

Oracle Database:

Oracle Database Standard Edition
 Oracle Database Enterprise Edition
 Oracle Database Personal Edition
 Oracle Database Lite

Enterprise Managers:

Diagnostics Pack
 Tuning Pack
 Change Management Pack
 Management Pack for SAP R/3

Enterprise Edition Options:

Real Application Clusters
 Partitioning
 OLAP
 Data Mining
 Spatial
 Advanced Security
 Label Security

Internet Application Server:

Internet Application Server Standard Edition
 Internet Application Server Enterprise Edition

Internet Application Server Enterprise Edition Options:

Personalization
 Wireless Option

Other Server Products:

Message Broker

10.03. Oracle Special Offers

Oracle may offer more advantageous special promotions or discount packages as Oracle may generally or individually offer during the term of Master Agreement 2003, in addition to the discounts/rates as set forth in this Master Agreement 2003, so that Licensee receives such maximum discount by adding to its normally applicable discount hereunder the excess of such other discounts or promotions.

10.04 Contract Payment Schedule

(A) License Fees. Authorized Users(s) shall comply with Chapter 2251, Texas Government Code, in making payments to Oracle, which among other things provides for payment within thirty (30) days after receipt of a correct invoice. Payment under this Master Agreement 2003 shall not foreclose the right to recover payments made for incorrect billings. License fees may be structured and paid over such longer period of time ("License payment term") as the parties mutually agree, which payment term may survive termination of the Master Agreement 2003 as set forth on the Order Form; provided however, that nothing herein shall be deemed to waive the power of non-appropriation by Authorized Users, as more specifically set forth in Article 15.

(B) Technical Support Fees. In the event that Technical Support coverage for the licensed Programs is acquired, fees for such support shall be paid in annualized pre-payments; provided, however, that nothing herein shall be deemed to waive the power of non-appropriation by Authorized Users, as more specifically set forth in Article 15. Technical Support Fees shall be calculated as a percentage of net software fees as specified in Appendix B, E-Business Global Price List.

(C) Learning Credits. Payments for Learning Credits shall be billed in advance.

(D) Professional Services Fees. Payments for professional services shall be billed monthly in arrears, payable net thirty days from receipt of an invoice from Oracle covering the prior monthly period.

(E) Invoicing. Oracle shall comply with Chapter 2251, Texas Government Code in its invoicing practices. Invoices shall track the structure and detail of the Order Form.

10.05 Responsibility for Payments

(A) Payment for Programs and/or services shall be the sole, individual responsibility of the Authorized User. Oracle shall bill each Authorized User in accordance with the then-applicable pricing set forth herein, including credits, if any. Each Authorized User shall make separate application for Programs and/or services and is responsible for payment for those products and/or services, subject to legislative appropriations, as more particularly described in Article 15.

(B) DIR is the lead agency in awarding this Master Agreement 2003 and assumes no liability for payment for products and/or services rendered by Oracle under this Master Agreement 2003, except as DIR may itself order Oracle's products and services under this Master Agreement 2003, in which case it shall be liable directly for such order, subject to legislative appropriations.

10.06 Taxes

As per Section 151.309, Texas Tax Code, Authorized Users under this Master Agreement 2003 are exempt from the assessment of State sales, use and excise taxes. Further, Authorized Users under this Master Agreement 2003 are exempt from Federal Excise Taxes, 26 USC Secs. 4253(i) and (j). In the event that Oracle bills for taxes for which an Authorized User is exempt, then the Authorized User shall promptly notify Oracle of such error and the basis for such exemption and Oracle shall take steps to correct such invoice.

10.07 Internet Access to Contract & Pricing Information

Access by Authorized Users to Master Agreement 2003 terms and pricing information shall be made available and posted on the Internet. Notwithstanding anything contrary in this Agreement, the parties agree and consent to Oracle posting and updating the entire Agreement, including all appendices and pricing for the full term of the Agreement. See Section 17.02 for further covenants related to Internet access to contract information.

10.08 License Transfers/Fees

In the event the Authorized User desires to add a new platform or operating system requiring shipment of new media, the Authorized User may acquire the additional set(s) of CD Packs for the Programs for the specific platform or operating system, provided the Authorized User has continuously maintained Technical support for the relevant License Set. Fees for media packs will be assessed at the then-current published rates charged by Oracle for media packs. In certain cases, Oracle may designate supported

migration paths for which media will be provided to supported Authorized Users at no additional charge.

10.09 Administrative Fee. Oracle agrees that any prices quoted to DIR Authorized Users by Oracle under this Agreement shall include DIR's administrative fee. In the event a quote is issued to an Authorized Users that does not include DIR's administrative fee, and the Authorized Users buys the products or services based on such quote, Oracle shall reduce the amount of its invoice by the applicable administrative fee.

The DIR administrative fee shall be included in the pricing set forth in the Appendices. The administrative fee shall not be broken out as a separate line item when pricing or invoice is provided to Authorized Users.

Oracle will pay DIR, on the thirtieth (30th) day of the close of the previous month period, a two percent (2%) administrative fee based on the dollar value of all sales to Authorized Users pursuant to this Master Agreement 2003. Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$2,000.

11.0 WARRANTIES/INDEMNITIES

11.01 Product Performance Warranty

THE WARRANTIES BELOW ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(A) **Program Warranty.** Oracle warrants for a period of one (1) year from the License Commencement Date that each unmodified Program for which the Licensee has a Supported Program License will substantially perform the functions described in the Documentation. Oracle does not warrant that the Programs will meet the Licensee's requirements, that the Programs will operate in the combinations, which the Licensee may select for use, that the operation of the Programs will be uninterrupted or error-free, or that all Program errors will be corrected. Limited Production Programs, pre-production releases of the Programs, and computer-based training products are distributed "as is".

For breach of the Program warranty the exclusive remedy and Oracle's entire liability shall be, the correction of Program errors that cause breach of the warranty, or if ORACLE is unable to make the Program operate as warranted, the Licensee shall be entitled to recover the fees paid to ORACLE for the Program license.

(B) **Media Warranty.** Oracle warrants the tapes, diskettes or other media to be free of defects in materials and workmanship under normal use for ninety (90) days from the License Commencement Date.

For breach of the warranty the exclusive remedy and Oracle's entire liability shall be replacement of defective media returned within ninety (90) days of the Commencement Date (undefined).

(C) **Services Warranty.** Oracle warrants that its Technical Support and consulting services will be performed consistent with generally accepted industry standards. This warranty shall be valid for 90 days from performance of service.

For breach of the warranty the exclusive remedy and Oracle's entire liability shall be re-performance of the services, or if Oracle is unable to perform the services as warranted, the Authorized Users shall be entitled to recover the fees paid to Oracle for the unsatisfactory services.

11.02 Title, Patent, Copyright and Trademark Warranty

(A) Oracle warrants and covenants: (1) that it has valid title to or right to license the Oracle products and rights being transferred to Authorized Users pursuant to this Master Agreement 2003, and (2) that it will fully defend and indemnify Authorized Users, at its sole expense, from any claim or action, loss, damage or liability based on any patent, trademark or copyright laws of the United States, and worldwide provided

Oracle is notified in writing within thirty (30) days of such claim or action, loss, damage or liability, given all assistance it requires, and is permitted to control the defense, in consultation with the Attorney General. Oracle will pay any final judgment based on such infringement of a court of last resort.

(B) No indemnity shall apply to any infringement arising from use or sale of current Oracle product in combination with any software or device not provided hereunder by Oracle or to any infringement caused by modification of Oracle product by the Authorized Users. No indemnity shall apply to software made or modified to the Authorized User's specifications or design, including copyright, trademark or patent infringement claims related to images or work produced by the Authorized Users.

(C) If the Authorized User's use of Oracle product is enjoined pursuant to subsections (1) or (2) above, or in the event the products are held or believed by Oracle to infringe, Oracle shall, at its option either stipulate other equally suitable software, modify the Oracle product so that it no longer infringes, obtain for the Authorized Users the right to continue its use, or accept return of the Oracle product. If Oracle accepts the return of the licensed Oracle product, which has been paid in full, Oracle will refund the Authorized Users the amounts paid for licensing and unused Technical Support.

(D) This section states the entire liability of Oracle, and the exclusive remedy of the Authorized Users, with respect to any infringement by the Program or any part thereof.

(E) In the event that an action at law or in equity is commenced against the State or Licensee arising out of a claim that its use of a product under this Master Agreement 2003 infringes any patent, copyright or proprietary right and Oracle is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Master Agreement 2003, Oracle shall immediately notify Licensee and the Office of the Attorney General in writing, specifying to what extent Oracle believes it is obligated to defend and indemnify under the terms and conditions of this Master Agreement 2003. Oracle shall in such event protect the interests of the State and secure a continuance to permit the State to appear and defend its interests in cooperation with Oracle as is appropriate, including any jurisdictional defenses the State may have.

11.03 Virus Warranty

ORACLE will use reasonable efforts to test Programs for viruses ("Viruses"). Oracle will also maintain a master copy of the appropriate versions of the Programs, free of Viruses. If Licensee believes a Virus may be present in the delivered Programs, then upon Licensee's request, ORACLE will provide a master copy to Licensee for comparison with and correction of Licensee's copy of the Programs.

11.04 Limitation of Liabilities

(A) Oracle hereby fully indemnifies and save harmless the State from suits, actions, claims, damages and costs relating to personal injury or damage to real or tangible personal property (as used above, the term "tangible personal property" shall not include software, documentation, data or data files. Oracle's liability shall not apply to damages incurred from use of any software.) Subject to the express limitations of this Section 12.04, Oracle hereby fully indemnifies and saves harmless the State from suits, actions, claims, damages and costs arising under or connected to Oracle's licensing of Software or performance of services under this Master Agreement 2003, and except as may be provided in Sections 12.02, the total liability, if any, of Oracle and its subsidiaries shall not exceed the fees paid by the State for the applicable Programs or services which gave rise to the liability.

(B) If a suit, action, claim, damages or costs arise under or are connected to the title, patent and copyright warranty under Section 12.02, Oracle shall be fully liable for damages without limitation.

(C) In no event shall Oracle and its subsidiaries and licensors be liable for damages for loss of profits, revenue, loss of data, loss of use or indirect, special, incidental or consequential damages incurred by the State, Authorized Users or any third party, whether in an action in contract or tort, even if such party had been advised of the possibility of such damages.

12.0 REPORTING/MONITORING CONTRACT PERFORMANCE

12.01 Monthly Usage Reports

Oracle shall be responsible for reporting all products and services purchased under this Master Agreement 2003. The failure to file the monthly reports and pay the administrative fees on a timely basis will constitute grounds for suspension or termination of the contract for cause. In the event that Oracle submits three (3) consecutive monthly reports that are materially incorrect, DIR reserves the right to suspend or terminate this contract for cause, provided however that DIR shall provide Oracle with prompt written notice of any delinquent or materially noncompliant reports that it receives from Oracle and Oracle shall have ten business days after receipt to such notice to file such report or correct such noncompliance. In the event that Oracle cures the non-delinquent filing or noncompliant report within the ten day period, such delinquent filing or noncompliant report shall not count toward the three monthly reports required to suspend or terminate this Master Agreement 2003 for cause. Oracle's liability for any breach of this section is limited to the amount of administrative fees owed to DIR by Oracle that remain unpaid.

DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Oracle's applicable Contract books.

12.02. Detailed Monthly Report

Oracle shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under this Master Agreement 2003 for the previous month period. Reports shall be submitted to the DIR Go DIRect Coordinator. Reports are due on the thirtieth (30th) day after the close of the previous month period. The monthly report shall include the sales for the period, each Authorized Users name, order date, ship date, description, part numbers, quantity, unit price, extended price, Authorized Users purchase order number, contact name, Authorized User's complete billing address, and other information as required by DIR. Each line item sale must contain all information listed above or the report will be rejected and returned to Oracle for correction.

12.03 Historically Underutilized Business Subcontract Reports

Oracle shall electronically provide each Authorized User with their relevant Historically Underutilized Business Subcontracting Report, pursuant to this Master Agreement 2003, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

Reports shall be due quarterly in compliance with the following schedule, or as requested by each ordering Customer:

September – November: due by December 5th

December – February: due by March 5th

March – May: due June 5th

June – August: due September 5th

12.04 License Verification

For licenses granted pursuant to this Master Agreement 2003, the parties agree to the following provisions regarding license verification:

(i) At Oracle's written request, not more frequently than annually, Licensee shall furnish Oracle with a signed certification (a) verifying that the Programs are being used pursuant to the provisions of this Master Agreement 2003, including the applicable License Metric; and (b) listing the locations, types and serial numbers on the hardware systems on which the Programs are run.

(ii) Oracle may, at its expense, audit no more than once annually Licensee's use of the Programs. Any such audit shall be conducted during regular business hours at Licensee facilities and shall not unreasonably interfere with Licensee's business activities. Oracle shall provide a 30 day written notice of the intent to audit, delivered by certified mail. If an audit reveals that Licensee has underpaid fees to Oracle, Licensee shall be invoiced for such underpaid fees based on the Price List in effect at the time the audit is completed; if the underpaid fees exceed 5% of the license fees paid, then Authorized User shall also pay Oracle's reasonable costs of conducting the audit. Underpaid fees shall refer to Program license

fees only, not Technical Support fees.

12.05 Oracle Contract Administrator. DIR and Oracle shall designate a contact person to administer their participation under this Master Agreement 2003 (Oracle Contract Administrator). DIR reserves the right to require a change in Oracle's then-current contact person if that person is not, in the opinion of DIR, adequately serving the needs of the State of Texas.

13.0 LICENSE MONITORING DEVICES; DISABLING DEVICES

Oracle reserves the right to incorporate into its Programs license monitoring devices which are designed to monitor software license usage, including use of a Program beyond the quantity for which a Authorized User is licensed. The parties agree and acknowledge that Oracle may use license monitoring devices in connection with the exercise of its audit rights under this Agreement.

Additionally, Oracle reserves the right to incorporate into its Programs Disabling Devices that are capable of electronically disabling the Programs that are licensed to an Authorized User. Oracle agrees that it may use such Disabling Devices only in the event of termination for the Authorized User's material breach subject to section 14.02(B) and after the expiration of the written notice period provided to user without cure of the breach.

14.0 CANCELLATION/TERMINATION

14.01 Cancellation.

This Master Agreement 2003 may be canceled at any time by the State upon thirty (30) days written notice without penalty or other early termination charges due. Any fees due Oracle under an Order Form issued by any Authorized Users prior to cancellation shall remain due and payable.

14.02 Termination

(A) Termination by Authorized User. Authorized User may terminate any Program License or Technical Support agreement in the event that Oracle has materially breached the terms of this Agreement or applicable Order Form, which breach remains uncured thirty (30) days following written notice specifying the breach. Termination of a license, support services, training services or consulting services by an Authorized User applies to that Authorized User only and applies prospectively to that specific product or service only and does not terminate the agreement for other Authorized Users of this Master Agreement 2003, or for other product or services, provided, however, that such termination by an Authorized User shall not relieve Authorized User's obligations for Programs accepted or services delivered.

(B) Termination by Oracle. Oracle may terminate any Program License or Technical Support agreement upon written notice if Authorized User materially breaches that agreement and fails to correct the breach within 30 days following written notice specifying the breach. Such termination shall not relieve Authorized User's obligation to pay all fees accrued or sums due and remaining unpaid for Programs or services delivered.

(C) Effect of Termination. In the event this Master Agreement 2003 expires or is terminated or cancelled for any reason, an Authorized User shall pay all amounts due for Programs or services ordered prior to the effective termination date. Termination of this Master Agreement 2003 or any license shall not limit either party from pursuing other remedies available to it, including injunctive relief. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

In the event of a termination of the Master Agreement, all obligations under Sections 5.01 (A) through 5.01(J); 5.04; 7.02; 10.05; 11.0; 14.0; 17.0; 20.0; 21.0, shall survive termination of the Master Agreement in accordance with those sections. Individual Order Form(s) issued prior to such termination of the Master Agreement shall survive in accordance with their terms for any applicable period stated therein.

(D) Handling of Programs Upon Termination. If a license granted under this Master Agreement 2003 expires or otherwise terminates, Authorized User shall (a) cease using the applicable programs, and (b) certify to Oracle within one month after expiration or termination that Authorized User has destroyed or has returned to Oracle the programs and all copies, subject to Authorized User's compliance with

applicable Texas record retention laws and policies. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Before returning Programs to Oracle, Authorized User shall acquire a Return Material Authorization ("RMA") number from Oracle.

15.0 NON-APPROPRIATION

Authorized Users may terminate Purchase Orders and DIR may terminate this Master Agreement 2003, without recourse, if funds sufficient to pay obligations hereunder are not appropriated by the legislative body on behalf of local governments, or by the Texas legislature on behalf of state agencies. In the event of non-appropriation, Oracle will be provided ten (10) days written notice of intent to terminate. No Authorized User shall issue a Purchase Order unless the funds reflected thereon have been fully appropriated.

16.0 CORPORATE MERGER/ACQUISITION/TAKEOVER

16.01 Any assignment or other transfer of this Master Agreement 2003 by Oracle arising from merger, acquisition, takeover or any change in corporate form shall be subject to: 1) the pricing, terms and conditions inuring to the benefit of the State under this Master Agreement 2003 continuing to be at least as favorable to the State for a period of not less than the contract term, and 2) the successor organization being a Qualified Information Systems Vendor under Texas law, being in good standing with the Comptroller and authorized to do business in Texas. Oracle agrees that it will promptly notify DIR of any merger in accordance with this paragraph, and further agrees that it and any successor organization will use commercially reasonable efforts to assist all Authorized Users with licenses acquired or ongoing services being performed under this Master Agreement 2003 with the transition from Oracle to the successor organization.

16.02 In the event the duties and obligations of DIR, including the administration of this Master Agreement 2003, are transferred to another state agency, this Master Agreement 2003 shall be transferred to such successor agency without the prior approval of Oracle.

17.0 SECURITY/CONFIDENTIALITY

17.01 (A) Oracle shall at all times comply with all Authorized User security regulations in effect at any Authorized User premises, provided that Oracle has been provided reasonable prior written notice of such security regulations.

(B)The parties may provide to one another information that is confidential ("Confidential Information"). Confidential Information means all information and material to which each party has access in connection with the performance of their obligations hereunder, including pricing, source code, Programs, program logic, Documentation and benchmark results of either party, and all material or information that is either marked as confidential. Confidential Information may include nonpublic information relating to the technical, marketing, product and/or business affairs of either party. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party; (e) is disclosed by operation of law; or (f) is determined to be public under the Texas Public Information Act. The parties agree to hold each other's Confidential Information in confidence while the Services are being performed and for a period of three years thereafter. Either party shall release either party's confidential information only to employees and subcontractors who have themselves agreed not to disclose it and to use it only in the performance of this Master Agreement 2003. Oracle and the Authorized User shall take appropriate action with respect to their employees to insure that the obligations of non-use and non-disclosure of confidential information under this Master Agreement 2003 can be fully satisfied. The parties shall maintain the confidentiality of both parties and third party confidential information that is marked as confidential subject to compliance with the Texas Public Information Act.

17.02 Internet Access to Contract Information

Within sixty (60) days from the execution of this Master Agreement 2003, Oracle shall develop and maintain a State Contract Web Page on the Internet World Wide Web to post information with respect to the existence of the Master Agreement 2003, including information regarding the processes to be followed to place an order for Oracle Programs and Technical Support, Learning Credits or Professional Services. Access to the site and its information cannot be password protected. Internet access to this information will be provided at no cost to DIR, the State, and Authorized Users.

(A) Accurate and Timely Contract Information

Oracle agrees that it shall use commercially reasonable efforts to ensure that the information contained on the State Contract Web Page will, in all material respects, be accurately and completely posted, maintained and displayed in a manner which renders it clearly distinguishable from other, non-Contract offerings at Oracle's web site.

(B) Price Data Retention and Compliance Checks

Periodic Compliance Checks of the information posted for this Master Agreement 2003 on Oracle's web site will be conducted by DIR. Upon request by DIR, Oracle shall provide verifiable documentation that the site accurately reflects information about the Master Agreement 2003 and ordering procedures.

(C) Web Site Changes

Oracle hereby consents to a link from the DIR web site to Oracle's web site in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State with respect to ordering Programs, Technical Support services, Professional Services and/or Learning Credits from Oracle under this Master Agreement 2003. DIR reserves the right to terminate or remove a link at any time in the event that Oracle has materially breached its covenant to provide accurate and timely contract information on its website, which breach remains uncured thirty days after DIR provided written notice of such breach to Oracle. Oracle shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

(D) Use of Access Data Prohibited

If Oracle stores, collects or maintains data electronically as a condition of accessing State Contract information, such data shall only be used internally by Oracle for the purpose of implementing or marketing this Master Agreement 2003, and shall not be disseminated to third parties or used for other marketing purposes. This Agreement constitutes a public document under the laws of the State and Oracle shall not restrict access to the Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

(E) Responsibility for Content

Oracle is solely responsible for administration, content, intellectual property rights, and all materials at Oracle's web site, and will periodically review and update the content of the website in an effort to keep its content current. Oracle is responsible for its actions and those of its agents, employees, or subcontractors acting directly under its control, and agrees that neither Oracle nor any of the foregoing has any authority to act or speak on behalf of DIR or the State. DIR also reserves the right to request a change of listed content if, in the reasonable opinion of DIR, it does not adequately represent this Agreement.

(F) Sole Remedy

Notwithstanding anything else in this Master Agreement 2003 to the contrary, the parties acknowledge that a material breach of this Section 7.02 that remains uncured after a period of thirty (30) days after notice thereof shall not give rise to any claim for damages or injunctive relief and that the sole remedy of DIR or the State or any Authorized User for such breach shall be termination of this Agreement.

18.0 ENTIRE AGREEMENT

This documents and all Appendices constitute the entire Agreement between the parties thereto and no prior or contemporaneous statement, promise, condition, understanding, inducement or representation,

oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Master Agreement 2003 shall not be changed, modified or altered in any manner except by an instrument in writing executed by authorized representatives of both parties hereto. Such parties include Oracle and DIR on behalf of the State of Texas. Licensees shall not have the authority to modify the terms of the Master Agreement 2003, except as to acceptance of pricing that is lower than that set forth under the Master Agreement 2003.

19.0 NOTICES

All notices given pursuant to this Master Agreement 2003 shall be in writing and shall be validly given on i) the date of delivery if delivered by email, facsimile transmission, registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Master Agreement 2003 by giving fifteen (15) days written notice to the other party.

If sent to the State:

Patrick W. Hogan
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Fax: (512) 475-4759
(Email: patrick.hogan@dir.state.tx.us)

If sent to the Oracle:

Joan M. George, Vice President
Oracle Corporation
1910 Oracle Way
Reston, VA 20190
Phone: (703) 364-2722
Fax: (703) 364 -3029
Email: joan.george@oracle.com

20.0 CAPTIONS

The captions contained in this Master Agreement 2003 are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

21.0 APPLICABLE LAW

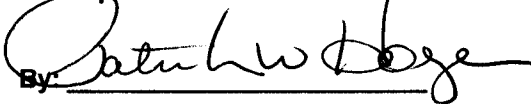
The law of the State of Texas shall govern the construction and interpretation of this Master Agreement 2003. Nothing herein shall be construed to waive the state's sovereign immunity.

IN WITNESS WHEREOF, the parties therefore hereby execute their mutual agreement to the terms of this Master Agreement 2003, to be effective the date that the last signature is affixed below.

Oracle Corporation

The State of Texas, acting by and through
the Department of Information Resources

By: 

By: 

Name: LARS MCCULLOCH

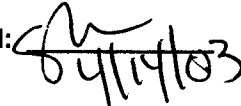
Name: Patrick W. Hogan

Title: MANAGER - GEN LICENSE CONTRACTS

Title: Director of Business Operations

Date: 04-21-03

Date: 4-15-03

Legal: 

APPENDIX A
STANDARD CLAUSES
STATE OF TEXAS, DIR CONTRACTS

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Appendix A

STANDARD CLAUSES FOR TEXAS DIR CONTRACTS

The parties to the attached Contract, amendment or other agreement of any kind (hereinafter, "this Contract") agree to be bound by the following clauses which are hereby made a part of this Contract. Oracle shall be fully liable for Resellers performance and compliance with the clauses herein.

1. CUSTOMER INFORMATION CLAUSE. Oracle acknowledges that DIR is a government agency subject to the Texas Public Information Act. Oracle also acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

Under the terms of this Contract, DIR may provide Oracle with information related to Authorized Users. Oracle shall not re-sell or otherwise distribute or release to any party in any manner, Authorized Users information.

2. ORACLE CERTIFICATIONS.

Oracle certifies (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; (ii) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate; (iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) it has not received payment from DIR or any of its employees for participating in the preparation of this Contract; (v) it is not ineligible to receive this Contract under § 2155.004, Texas Government Code; (vi) it is in compliance with §618.003, Texas Government Code; (vii) it will comply with §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of this Contract; and (viii) to the best of Oracle's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Oracle, which if determined adversely to Oracle will have a material adverse effect on the ability of Oracle to fulfill its obligations under this Contract.

3. EQUAL OPPORTUNITY COMPLIANCE.

Oracle agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Oracle agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Oracle under this Contract. If Oracle is found to be not in compliance with these requirements during the term of this Contract, Oracle agrees to take appropriate steps to correct these deficiencies. Upon request, Oracle will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

4. TECHNOLOGY ACCESS CLAUSE, AS REQUIRED BY §2157.005, TEXAS GOVERNMENT CODE. (Applicable to State Agency Purchases Only) Oracle expressly acknowledges and agrees that State funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Oracle represents and warrants to DIR and each Authorized User purchasing products under this Contract that the technology provided hereunder is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (i) providing equivalent access for effective use by both visual and non-visual means; (ii) presenting information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; and (iii) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For the purposes of this section, the phrase "equivalent access means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples, of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical display and customizable display appearance.

Appendix A

The sole remedy for breach of this warranty is return of the copy of the software for such visually impaired users and refund of the license fee paid for such copy.

5. COMMODITY SOFTWARE. Texas Government Code, §2157.068 requires State agencies to buy commodity software in accordance with contracts developed by DIR, unless the agency obtains a waiver from DIR. Oracle shall agree to coordinate all agency commodity software sales made pursuant to this Contract through existing DIR contracts, if available. Oracle represents that it will not license through a signed or unsigned license agreement, volume licensing agreement or an order confirmation, the commodity software to state agencies unless the agency is able to provide a DIR granted waiver that the agency is able to purchase the commodity software outside the DIR Commodity Software contracts. Operating system software and institutions of higher education are not bound to this Code.

6. RECORDS. Oracle shall maintain adequate records to establish compliance with this Contract until the later of a period of four years after termination of this Contract or until full, final and unappealable resolution of all compliance checks or litigation issues that arise under this Contract. Such records shall include identification of the procuring Authorized User, documentation of the Authorized User's ordering date, Authorized User's Purchase Order number, order date of product or service, ship date or service delivery date, full invoice address, unit price, extended price, participating Reseller invoice number, record of procuring Authorized User's payment and/or balance due, the calculations supporting each administrative fee owed DIR under this Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

Oracle shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items directly related to the performance of this Contract to DIR, the auditors designated by DIR (which must be independent third parties and not a competitor to Oracle), including auditors of the State Auditor' Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, auditing and/or copying such books and records. Copies and printouts requested by DIR shall be provided by Oracle without charge. DIR shall provide Oracle ten (10) business days' notice prior to inspecting, auditing, and/or copying Oracle's records. Oracle's records, whether paper or electronic, shall be made available during regular office hours. Oracle personnel familiar with Oracle's books and records shall be available to DIR staff and designees as needed. Oracle shall provide adequate office space to DIR staff during the performance of a compliance check.

If any inspection or compliance check performed hereunder reveals an aggregate overcharge to a Authorized User of .5% or greater, or an aggregate underpayment to DIR of its administrative fee of .5% or greater, then such overcharge or underpayment shall be a basis for a termination for cause by DIR, if Oracle fails to cure the underpayment or overcharge within thirty (30) days of receipt of written notice of such underpayment or overcharge.

For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Oracle through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Oracle can demonstrate to DIR's satisfaction that Oracle's calculation of DIR's administrative fee is correct.

7. ABILITY TO CONDUCT BUSINESS IN TEXAS. Oracle is an entity authorized and validly existing under the laws of its state of organization, and is authorized to do business in the State of Texas. Oracle is a "Qualified Information Systems Vendor" as defined in §2157.001, Texas Government Code. All computer products and services offered to Authorized Users under this Contract are listed in Oracle's catalogue on file with the Texas Building and Procurement Commission.

8. INVALID TERM OR CONDITION. If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

9. ENFORCEMENT OF CONTRACT AND DISPUTE RESOLUTION. Oracle and DIR agree to the following (i) a party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision; (ii) applicable to State agency purchases only, for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used; (iii) the laws of the State of Texas shall govern this Contract; (iv) actions or proceedings arising from this Contract shall be heard in a court of competent jurisdiction in Travis County, Texas; and (v) nothing herein shall be construed to waive the State's sovereign immunity.

Appendix A

- 10. MODIFICATION OF CONTRACT TERMS AND/OR AMENDMENTS.** The terms and conditions set forth in the Contract shall govern all transactions by Authorized Users under this Contract. The Contract may only be modified or amended upon mutual agreement of DIR and Oracle. No preprinted terms and conditions appearing on a Purchase Order shall have any force or effect. For individual Purchase Orders, however, Oracle may offer Authorized Users more advantageous pricing and/or payment options than those set forth in the Contract. In such event, Oracle shall furnish a copy of such better offerings to DIR upon request.
- 11. DIR LOGO.** Oracle and its Resellers may use the DIR logo in the promotion of this Contract to Authorized Users with the following stipulations; (i) the logo may not be modified in any way; (ii) when displayed, the size of the DIR logo must be equal to or smaller than Oracle or Reseller logo; (iii) the DIR logo is only used to communicate the availability of computer networking products and services under this Contract to Authorized Users; and (iv) any other use of the DIR logo requires prior written permission from DIR.
- 12. ORACLE LOGO.** DIR may use Oracle's name and logo in the promotion of this Contract to communicate the availability of Products under this Contract to Authorized Users. Use of the logo may be on the DIR Web Site or on printed materials. Any use of Oracle's Logo by DIR must comply with and be solely related to the purposes of this Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in this Contract will give DIR any right, title, or interest in or to Oracle's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Oracle.
- 13. TRADE SHOW PARTICIPATION.** Oracle understands and agrees that it must participate by providing a staffed booth display or similar presence at no less than two (2) trade shows or similar functions sponsored by DIR Business Operations Division each calendar year at Oracle's expense. Oracle must display the DIR logo at all trade shows that potential Authorized Users will attend. DIR reserves the right to approve or disapprove of the location of the use of the DIR logo in or on Oracle's booth.
- 14. USE OF SUBCONTRACTORS.** Oracle may subcontract services. However, Oracle shall remain solely responsible for the performance of its obligations under this Contract. If Oracle uses any subcontractors, Oracle shall satisfy the Authorized User that it has complied and maintains compliance with the Authorized User's HUB Subcontracting Plan, if any.
- 15. FORCE MAJEURE.** DIR, Authorized Users, or Oracle may be excused from performance under this contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance or epidemic, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties immediately. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.
- 16. HANDLING OF WRITTEN COMPLAINTS.** In addition to other remedies contained in this Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Matt Kelly
300 W. 15th Street, Suite 1300
Austin, TX 78701
(512) 936-6550, voice
(512) 475-4759, fax
Email: matt.kelly@dir.state.tx.us

Appendix B



E-Business Global Price List
March 7, 2003

Oracle Database

Oracle Database												
Standard Edition ^{5,7}	300	45.00	21.00	15,000	2,250.00	1,050.00						
Enterprise Edition ^{7,8}	800	120.00	56.00	40,000	6,000.00	2,800.00						
Personal Edition ⁹	400	60.00	28.00	-	-	-						
*Life	100	15.00	7.00	-	-	-						
Enterprise Edition Options: ²												
Real Application Clusters ⁷	400	60.00	28.00	20,000	3,000.00	1,400.00						
Partitioning ⁷	200	30.00	14.00	10,000	1,500.00	700.00						
OLAP	400	60.00	28.00	20,000	3,000.00	1,400.00						
Data Mining	400	60.00	28.00	20,000	3,000.00	1,400.00						
Spatial	200	30.00	14.00	10,000	1,500.00	700.00						
Advanced Security	200	30.00	14.00	10,000	1,500.00	700.00						
Label Security	200	30.00	14.00	10,000	1,500.00	700.00						
Enterprise Managers: ²												
Diagnostics Pack (Not including Trace Data Viewer)	60	9.00	4.20	3,000	450.00	210.00						
Tuning Pack	60	9.00	4.20	3,000	450.00	210.00						
Change Management Pack	60	9.00	4.20	3,000	450.00	210.00						
*Management Pack for SAP R/3	60	9.00	4.20	3,000	450.00	210.00						
Internet Application Server ¹												
TopLink	140	21.00	9.80	7,000	1,050.00	490.00						
Java Edition (Effective 17-MAR-2003)	100	15.00	7.00	5,000	750.00	350.00						
Standard Edition ⁷	200	30.00	14.00	10,000	1,500.00	700.00						
Enterprise Edition	400	60.00	28.00	20,000	3,000.00	1,400.00						
Internet Application Server Enterprise Edition Options: ³												
Personalization	200	30.00	14.00	10,000	1,500.00	700.00						
Wireless Option	200	30.00	14.00	10,000	1,500.00	700.00						
Tools												
Internet Developer Suite	5,000	750.00	350.00	-	-	-						
Discoverer Desktop Edition	1,000	150.00	70.00	-	-	-						
JDeveloper	995	149.25	69.65	-	-	-						
Programmer	1,000	150.00	70.00	-	-	-						
Collaboration												
Collaboration Suite ⁶	60	10.00	5.00	-	-	-						
Perpetual License												
1 Year Subscription License	15	10.00	5.00	-	-	-						
Files ⁶	45	8.00	3.00	-	-	-						
Perpetual License												
1 Year Subscription License	11	8.00	3.00	-	-	-						
Email ⁶	45	8.00	3.00	-	-	-						
Perpetual License												
1 Year Subscription License	11	8.00	3.00	-	-	-						

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

* Products Not Available for Sale to State Agencies

Oracle Database

Other Server Products

Product Name	Named User Plus Licenses	Perpetual License	3-Year Term License	5-Year Term License	10-Year Term License	15-Year Term License
*Message Broker ¹	200	30.00	14.00	10,000	1,500.00	700.00
Data Warehousing Products						
* Pure Name & Address (North America)	-	-	-	20,000	3,000.00	1,400.00
* Pure Name & Address (Latin America)	-	-	-	20,000	3,000.00	1,400.00
* Pure Name & Address (EMEA)	-	-	-	20,000	3,000.00	1,400.00
* Pure Name & Address (APAC)	-	-	-	20,000	3,000.00	1,400.00
Express Server	800	120.00	56.00	40,000	6,000.00	2,800.00
*Express Analyzer	800	120.00	56.00	-	-	-
*Express Objects	5,000	750.00	350.00	-	-	-
Named User Plus Licenses						
Open System Gateways	-	-	-	15,000	2,250.00	1,050.00
Mainframe Integration Gateways	-	-	-	95,000	14,250.00	6,650.00
Enterprise Integration Gateways	-	-	-	35,000	5,250.00	2,450.00
EDASQL Gateways	-	-	-	120,000	18,000.00	8,400.00
Each Additional EDA/SQL Driver	-	-	-	60,000	9,000.00	4,200.00
InterConnect Adapters ⁴	30,000	4,500.00	2,100.00	-	-	-

¹ If licensing by Named User Plus, the minimum is 10 Named User Plus licenses per Processor.
² Enterprise Edition Options & Enterprise Managers must match the number of licenses of the associated Oracle Database Enterprise Edition.
³ Internet Application Server Enterprise Edition Options must match the number of licenses of the associated Internet Application Server.
⁴ InterConnect Adapters are licensed per Adapter. The package contains the following adapters: PeopleSoft, SAP, CICS, Siebel & JD Edwards.
⁵ Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 processors. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses.
⁶ 2-Year and 4-Year Term Licenses are not available for Collaboration products. Customers must purchase Software Updates when purchasing Product Support. Outsourcing for Collaboration products is optional for customers purchasing Collaboration product licenses. Customers must purchase Software Updates and Product Support when purchasing Outsourcing. E-Business Discount Schedule applies to License, Software Updates, and Product Support fees. Additional discounting requires HQAPP approval, no exceptions. Outsourcing Discount Schedule applies to Outsourcing for Collaboration products.
⁷ 3-Year Term License available at 50% of Perpetual License; 5-Year Term License available at 70% of Perpetual License.
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.

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

* Products Not Available for Sale to State Agencies

Oracle Rdb

Product	Quantity	Price per Unit	Total Price
* Rdb Server Products 1	800	120.00	96,000.00
* Rdb Enterprise Edition	800	56.00	44,800.00
* CODASYL DBMS	800	56.00	44,800.00
* Rdb Server Options:			
* TRACE 2,3	100	15.00	1,500.00
* Rdb Development, Query and Reporting Tools			
* Programmer for Rdb 4	1,000	70.00	70,000.00
* CDD/ Repository	5,000	350.00	1,750,000.00
* CDD/R Runtime 5			
			5,000
			750.00
			6,000.00
			2,800.00
			350.00

1 If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.
 2 Rdb Server Options must match the number of licenses of the associated database.
 3 TRACE may also be licensed with CODASYL DBMS.
 4 Oracle precompilers supported via SQL*Net for Rdb for use across Oracle & Rdb Servers.
 5 CDD/R Runtime is an unlimited use license for applications requiring CDD/R deployment licenses.

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License
 * Products Not Available for Sale to State Agencies

Oracle E-Business Suite - Applications Suite

* E-Business Suite Professional User 4,000 600.00 280.00 Professional User 10%¹¹
 * E-Business Suite Professional User (external usage) 1,000 150.00 70.00 Professional User - External 1

Module	License Price	Professional User	Professional User - External
Marketing, Trade Management			
Sales, Sales Online, Quoting, Incentive Compensation			
Order Management and Logistics			
Procurement			
Manufacturing			
Maintenance Management			
Service			
Contracts			
Projects			
Product Lifecycle Management			
Financial			
HR Applications			
Interaction Center			
Other			
Employee			

* E-Business Suite Employee User 400 60.00 28.00 Employee User 10%¹¹
 * E-Business Suite Non Employee User (external usage) 100 15.00 7.00 Non Employee User - External 1

Module	License Price	Employee User	Non Employee User - External
Employee			

* Products Not Available for Sale to State Agencies

Oracle E-Business Suite - Applications Suite

No. of Orders PER YEAR	+	+	+	+	No. of Orders over 12,500
1 - 12,500					X
12,501 - 100,000					X
100,001 - 1,000,000					X
1,000,001 - 5,000,000					X
5,000,001 or more					X

Application	0.2000	0.0300	2.00	50,000	Order Line
* Electronic Orders (Store, Order Management, Release Management, Advanced Pricing, Configurator, Purchasing)					
* Transportation ^{1,14}	1,500	225.00	105.00	60	\$M Cost of Goods Sold
Advanced Supply Chain Planning	375	56.25	26.25	60	\$M Cost of Goods Sold
Option: Constraint Based Optimization ¹	750	112.50	52.50	60	\$M Cost of Goods Sold
Inventory Optimization	300	45.00	21.00	60	\$M Cost of Goods Sold
* Global Order Promising	600	90.00	42.00	60	\$M Cost of Goods Sold
* Demand Planning	500	75.00	35.00	60	\$M Cost of Goods Sold
* Collaborative Planning ¹⁴	3,985	599.25	279.65	10	Application User
Supply Chain Intelligence	20,000	3,000.00	1,400.00	5	Application User
Sourcing ¹⁰	5,000	750.00	350.00	300	\$M Annual Transaction Volume
Exchange Marketplace ⁶	1,495	224.25	104.65	10	Application User
* Manufacturing Scheduling ¹²	295	44.25	20.65	50	Application User
* Project Collaboration ¹⁴ (Price approved in advance of availability)	795	119.25	55.65	25	Application User
* Project Management ¹⁴ (Price approved in advance of availability)	1,995	299.25	139.65	750	Application User
* Product Development ¹⁴	95	14.25	6.65	500	Employee
* Activity Based Management	95	14.25	6.65	500	Employee
Balanced Scorecard	60	9.00	4.20	500	Person
Payroll	35	5.25	2.45	100	Person
Time and Labor ¹⁴	50	7.50	3.50	500	Person
iRecruitment ¹⁴	495	74.25	34.65	5	Application User
Tutor for Applications ⁵	20	3.00	1.40	5	Employee
Self-Service Tutor for Applications ⁵	30	4.50	2.10	100	Trainee
iLearning					

* Vertical applications (see page 9 for pricing information)

* Communications/Utilities	CRL Financial Management, Network Logistics (Network Asset Tracking), Telco Provisioning, Number Portability
* Public Sector/University	Student System, Financial Aid, Student Recruiting, Grants
* Financial Services	Performance Analyzer, Transfer Pricing, Transfer Pricing Online, Budgeting and Planning, Risk Manager, Financial Data Manager, Financial Services Provisioning, Lease Management
* Health Care	Adverse Event Reporting System, Clinical, Distributed Study Conduct, Remote Data Capture, Thesaurus Management System, Healthcare Transaction Base
* High Tech	Shop Floor Management, Supply Chain Trading Connector for RosettaNet
* Aerospace, Defense and Transportation	Complex Maintenance, Repair & Overhaul

1-Year Term License at 20% of Perpetual License

* Products Not Available for Sale to State Agencies

Oracle E-Business Suite - Component Applications

Service	50,000	7,500.00	3,500.00	2
* iSupport ⁴	3,995	599.25	279.65	10
* TeleService	3,995	599.25	279.65	10
* Field Service	1,495	224.25	104.65	10
* Option: Advanced Scheduler ^{1,14}	595	89.25	41.65	10
* Option: Wireless Option for Service ¹⁴	1,495	224.25	104.65	10
* Option: Mobile Field Service ¹⁴	3,995	599.25	279.65	10
Depot Repair				
Contracts				
Sales Contracts ¹⁴	5,995	899.25	419.65	10
Service Contracts	5,995	899.25	419.65	10
Project Contracts	5,995	899.25	419.65	10
Projects				
Project Costing ²	3,995	599.25	279.65	5
Project Billing	2,995	449.25	209.65	5
Internet Time ¹⁴	125	18.75	8.75	50
* Project Resource Management	395	59.25	27.65	25
* Project Collaboration ¹⁴ (Price approved in advance of availability)	295	44.25	20.65	50
* Project Management ¹⁴ (Price approved in advance of availability)	795	119.25	55.65	25
Product Lifecycle Management				
Product Development ¹⁴	1,995	299.25	139.65	750
CADView-3D	995	149.25	69.65	100
Financial				
Financials ²	3,995	599.25	279.65	5
Option: Advanced Collections	1,195	179.25	83.65	10
Treasury	24,995	3,749.25	1,749.65	4
Financials & Sales Analyzers	1,495	224.25	104.65	5
* Internet Expenses	5	0.7500	0.3500	1,000
* iReceivables	50	7.50	3.50	20
Financials Intelligence	50	7.50	3.50	100
Activity Based Management	95	14.25	6.65	500
Balanced Scorecard	95	14.25	6.65	500
Human Resources				
Human Resources	60	9.00	4.20	100
Self-Service Human Resources	25	3.75	1.75	100
Payroll	60	9.00	4.20	500
Time and Labor ¹⁴	35	5.25	2.45	100
Advanced Benefits	40	6.00	2.80	500
* HR Intelligence	25	3.75	1.75	100
iRecruitment ¹⁴	50	7.50	3.50	500
Training Administration	30	4.50	2.10	100
iLearning	30	4.50	2.10	100
Other				
Customer Model ¹⁴	2,995	449.25	209.65	10
Customers Online ¹⁴	100	15.00	7.00	500
Option: Customer Data Librarian ¹⁴	5,995	899.25	419.65	10
Tutor for Applications ⁵	495	74.25	34.65	5
Self-Service Tutor for Applications ⁵	20	3.00	1.40	5
Applications Read-Only User	1,495	224.25	104.65	5
(for Financials, Purchasing, Project Costing, Sales Contracts, Service Contracts, Discrete Manufacturing, and Process Manufacturing)				1

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

* Products Not Available for Sale to State Agencies

Oracle E-Business Suite - Component Applications

Interaction Center									
* Advanced Inbound	995	149.25	69.65	Workstation	50				
* Advanced Outbound	995	149.25	69.65	Workstation	50				
* Scripting	595	89.25	41.65	Workstation	50				
* eMail Center	1,995	299.25	139.65	Workstation	50				
Communications/Utilities									
CRL Financial Management ⁸	249,995	37,499.25	17,499.65	Module	1				
	0.2500	0.0375	0.0175	Per Subscriber Theatrical	1				
Network Logistics (Network Asset Tracking) ⁸	249,995	37,499.25	17,499.65	1st 200,000 Subscribers	1				
	0.5000	0.0750	0.0350	Per Subscriber Theatrical	1				
Telco Provisioning ⁸	249,995	37,499.25	17,499.65	Module	1				
	1.50	0.2250	0.1050	Per Subscriber Theatrical	1				
Number Portability ⁸	249,995	37,499.25	17,499.65	Module	1				
	10	1.50	0.7000	Ported Number/Year	1				
Public Sector/University									
Student System ¹⁴	115	17.25	8.05	FTE Student	3,000				
Financial Aid ¹⁴	30	4.50	2.10	FTE Student	3,000				
Student Recruiting ¹⁴	30	4.50	2.10	FTE Student	3,000				
Grants	3,995	599.25	279.65	Application User	5				
Financial Services									
Performance Analyzer	70	10.50	4.90	Employee	1,000				
Transfer Pricing	70	10.50	4.90	Employee	1,000				
Transfer Pricing Online	750	112.50	52.50	Application User	5				
Budgeting and Planning	3,000	450.00	210.00	Application User	5				
Risk Manager	60	9.00	4.20	Employee	1,000				
Financial Data Manager	200,000	30,000.00	14,000.00	Computer	1				
Financial Services Provisioning	0.2000	0.0300	0.0140	Service Order Line	50,000				
Lease Management ^{14,15}	2,000	300.00	140.00	\$M Managed Assets	500				
Health Care									
Adverse Event Reporting System	15,000	2,250.00	1,050.00	Application User	5				
Clinical	15,000	2,250.00	1,050.00	Application User	5				
Option: Distributed Study Conduct ¹	3,000	450.00	210.00	Application User	5				
Remote Data Capture ⁹	9	1.35	0.6300	CRF Page	10,000				
Thesaurus Management System ⁷	9,000	1,350.00	630.00	Application User	1				
Thesaurus Management System - Read-Only ⁷	1,000	150.00	70.00	Application Read-Only User	5				
Healthcare Transaction Base ^{4,14}	1,000	150.00	70.00	Named User Plus	50				
	100,000	15,000.00	7,000.00	Processor	1				
High Tech									
Shop Floor Management	4,995	749.25	349.65	\$M Cost of Goods Sold	30				
Supply Chain Trading Connector for RosettaNet ¹⁴ (Price approved in advance of availability)	50,000	7,500.00	3,500.00	PIP	2				
Aerospace, Defense and Transportation									
Complex Maintenance, Repair & Overhaul ¹⁴	14,995	2,249.25	1,049.65	Application User	10				

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

* Products Not Available for Sale to State Agencies

Oracle E-Business Suite

- ¹ An option must be licensed at the same level as its parent. Example: number of Flow Manufacturing users = number of Discrete Manufacturing users.
- ² Primary Usage: is defined as each Application User of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each such User is counted only once based on primary usage. You must specify how many Application Users you are licensing for each application. Primary Usage of one of the applications listed above provides the Application User with the right to use any or all of the other application programs listed above for which you are licensed. Primary Usage does not provide you with the right to use other application programs including the extensions or options to the application programs listed above.
- ³ If the revenue per order line (= company's annual revenue divided by the number of annual order lines) is between \$50.00 & \$74.99, the price per order line is 0.4000 for Order Management, 0.1400 for Release Management and 0.1400 for Advanced Pricing. Between \$25.00 & \$49.99, it is 0.2000 for OM, 0.0700 for RM and for AP. Between \$0.0001 & \$24.99, it is 0.1000 for OM, 0.0300 for RM and for AP. If the revenue per order line is greater than \$75, equal to \$0 or unknown, the price per order line is 0.6000 for OM, 0.2000 for RM and for AP.
- ⁴ For the purpose of licensing this program (except Healthcare Transaction Base), only the processors on which 9IAS Standard Edition and/or Enterprise Edition and this program are running are counted for the purpose of determining the number of processors required to license this program. For the purpose of licensing Healthcare Transaction Base, only the processors on which 9IAS Standard Edition and/or 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.
- ⁵ The number of Applications Users for Tutor for Applications must match the number of Application Users of each Application for which the customer is using Tutor. If the application is licensed with a metric based on all the individuals in an organization, i.e., Person, Employee, then everyone in the LOB or organization must be licensed using the Self Service Tutor for Applications. If the application is licensed with any other metric, i.e., Purchase Line, Order Line, then the number of Application Users for Tutor for Applications must match the number of Application Users that the customer would have licensed for the application, had this metric been available.
- ⁶ This product requires HQAPP approval.
- ⁷ If licensed with Clinical, the total number of application users and application read-only users of Thesaurus Management System must match the number of application users of Clinical. If licensed separately, the minimum of application users for Thesaurus Management System is 1, the minimum of application read-only users is 5.
- ⁸ Customers must pay for both the module and the subscriber/workstation fee.
- ⁹ Remote Data Capture can only be licensed for remote site users. In house entry users require a Clinical license.
- ¹⁰ Shared Services hosting is also available for this product at 1% of Perpetual License per month, subjected to the Outsourcing Discount Schedule available on <http://resource.oraclecorp.com>
- ¹¹ The minimum is based on a combination of Professional and Employee User licenses, as well as the total list license fee, whichever is greater.
- The customer is required to maintain Professional User licenses for at least 10% of the employee population and a combination of Professional User and Employee User licenses for at least 20% of your employee population.
 - The official source for the total company employee population is the company's annual report for publicly held companies. For private firms, this information must be verified in writing by a person who is authorized to make such a representation on the firm's behalf
 - A company may not license the E-Business Suite at the division level, unless it has wholly owned subsidiaries. Lines of Business, Departments, and Organizations within a company are not eligible for the E-Business Suite pricing regardless of whether they meet the minimum licensing requirements
 - If a company's employee population grows by 10% or more and the company is no longer meeting the minimum license requirements, the company will need to purchase incremental user licenses to satisfy the 10%/10% requirement
 - The minimum list license fee is 250,000 USA (Dollar). It includes Professional User, Employee User, and Add-Ons licenses. Product Support and Software Updates do not count towards the 250,000 USA (Dollar) minimum.
 - Once minimums are satisfied, they are not required to be met in subsequent purchases.
- ¹² Must be licensed at the same level as Discrete Manufacturing. Example: number of Manufacturing Scheduling users = number of Discrete Manufacturing users.
- ¹³ Internal orders are those orders manually entered by licensed Professional Users.
- ¹⁴ This product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on <http://resource.oraclecorp.com> for more information.
- ¹⁵ If Managed Assets are \$10 billion or less, the price per \$M in Managed Assets is 2,000. If Managed Assets are greater than \$10 billion, the price per \$M in Managed Assets for the first 10,000 licenses is 2,000, and the price per \$M in Managed Assets for each additional license is 1,000.

Oracle Education Subscription



Learning Network ¹	349	Hosted Named User	Yearly	1
iLearning Subscription ²	99	Hosted Named User	3 Months	1
	48	Hosted Named User	Yearly	\$5,000

¹ Terms of use are described in the online Professional Subscription Agreement.

² At the minimum, the customer must license a number of Named Users and Months that are equal to 5,000 USA (Dollar).

Learning Network: The Oracle Learning Network website is generally accessible to individuals with disabilities, with possible minor exceptions such as corporate headers.

iLearning Subscription: The most current release of the iLearning product engine, which drives online training, was coded to support accessibility. The Oracle University Professional Subscription delivers some HTML based content that supports accessibility. Some recorded content has accessibility limitations. Oracle will take commercially reasonable efforts to make this content accessible upon request. Lead time of 3-4 weeks is preferred for accessible conversion requests. Oracle University is continuing to develop a schedule of curriculum that is accessible upon release. Certification web sites and exams are already coded to support accessibility.

DEFINITIONS

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 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.

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.

Professional 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. For the purposes of Order Management, Advanced Pricing and Purchasing, Professional Users are allowed to manually enter orders directly into these programs but any orders transmitted or executed electronically (via EDI, XML or other electronic means) including purchase orders transmitted from Oracle Purchasing) must be licensed separately using the Order metric.

Professional User - External: is defined as an individual, who is not your employee, contractor or outsource, 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. For the purposes of Order Management, Advanced Pricing and Purchasing, Professional Users - External are allowed to manually enter orders directly into these programs but any orders transmitted or executed electronically (via EDI, XML or other electronic means) including purchase orders transmitted from Oracle Purchasing) must be licensed separately using the Order metric.

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 resources 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.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsource, 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.

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

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

Adapter: is defined as each software code interface, installed on each Application Interconnect hub, which facilitates communication of information between third party software applications and Oracle programs.

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 remuneration calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

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

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

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

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

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

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

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.

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

Order: 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.

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

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

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

RosettaNet Partner Interfaces (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.

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

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

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

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

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

\$\$\$ 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.

\$\$\$ 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.

GENERAL LICENSING RULES

TERM DESIGNATION

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

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

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

1 Year Term: A Program license specifying a 1 Year Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 Year Term the Program license shall terminate automatically.

ORACLE SUPPORT SERVICES

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

Software Updates (formerly known as Update Subscription)

Software Updates is a service that provides customers with rights to new Oracle releases including product upgrades, maintenance releases and patches. This service may be purchased as a stand-alone annual subscription.

Product Support

Product Support is a 24x7 support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle software. Web based support is provided via OracleMetalink. Features of Metalink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests. Software Updates is a prerequisite.

Premium Support

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

Incident Support

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

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

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, 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

With the purchase of Incident Support and Incident Server Support Packages, customers receive access to OracleMetalink, which provides 24x7 web-based technical support, including web-based Technical Assistance Requests.

Customer Support Services Policies and Definitions

The complete policy can be found in the Technical Support Policies at <http://www.oracle.com/support>

ORACLE OUTSOURCING

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 outsourcing for either E-Business Suite or Technology Online must meet the minimum annual net fees for Administration Services of 48,000 USA (Dollar) and minimum monthly net fees of 4,000 USA (Dollar). Customers purchasing outsourcing for both E-Business Suite and Technology Online must meet the minimum annual net fees for Administration Services of 96,000 USA (Dollar) and minimum monthly net fees of 8,000 USA (Dollar). Prices shown on this price list are monthly fees and apply to both perpetual and term licenses.

Computer and 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 outsourcing for either E-Business Suite or Technology Online must meet the minimum annual net fees for Computer and Administration Services of 72,000 USA (Dollar) and minimum monthly net fees of 6,000 USA (Dollar). Customers purchasing outsourcing for both E-Business Suite and Technology Online must meet the minimum annual net fees for Administration Services of 144,000 USA (Dollar) and minimum monthly net fees of 12,000 USA (Dollar). Prices shown on this price list are monthly fees and apply to both perpetual and term licenses.

Shared Services

Shared Services are system administration, application technology management, and monitoring activities for specified Oracle E-Business Suite applications. Shared Services are contracted on yearly terms; the billing is annual in advance. Customer must meet the minimum annual net fees for Shared Services of 24,000 USA (Dollar) and minimum monthly net fees of 2,000 USA (Dollar).

Appendix C

ORACLE®

E-Business Global Price List Supplement
March 7, 2003

Included and Prerequisite Products

Certain Oracle products may need other Oracle products to be installed as a prerequisite for their operation. The following is a guide to products which are shipped with the license and products which require a separate license purchase. It is the responsibility of the Sales Representative and Contract Administrator to specify products included with a license but requiring separate order. Version numbers are indicated only where there is a specific license dependency.

Not all platforms have product availability in the same release.

Restricted Use licenses may be used only to run and install the licensed Program with which they are included. Specific restrictions for such licenses are described in the licensed Program's Documentation.

The "Networking Kit" provides all relevant networking software and any available protocol adapters.

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY
Oracle Database		
Standard Edition	JServer Enterprise Edition, InterMedia Enterprise Manager, Workflow, Advanced Queuing, Standard Management Pack, Objects Option, Networking Kit, Objects for OLE, Distributed Option, 64 Bit Option, ODBC Driver, and SQL*Plus, OCI. Restricted Use: Oracle Internet Directory for the purposes of storing Oracle Database Service information.	
Enterprise Edition	JServer Enterprise Edition, InterMedia, Objects Option, Networking Kit, Objects for OLE, Advanced Replication Option, Distributed Option, Parallel Query Option,(including bitmap indexes and parallel bitmap-star query), SQL*Plus, Visual Information Retrieval and Workflow. Also included are: Advanced Backup & Recovery, Queuing, Advanced, Connection Manager & Pooling, 64-bit option, MPI, OCI, ODBC Driver, Enterprise Manager and Enterprise backup utility. For OS/390 implementation, use of either Access Manager for CICS or Access Manager for IMS/TM is included. Restricted Use: Oracle Internet Directory for the purposes of storing Oracle Database Service information.	
Personal Edition	Networking kit, Objects for OLE, SQL*Plus, and ODBC driver. All options available with Oracle Database Enterprise Edition (except RAC).	
Lite	Networking kit, ODBC driver and Oracle Database Lite Mobile Option.	Oracle Database Standard Edition or Oracle Database Enterprise Edition.
Oracle Database Enterprise Edition Options:		
Real Application Clusters	-	Oracle Database Enterprise Edition
Partitioning	Parallel DML, Parallel Index Scans	Oracle Database Enterprise Edition
OLAP	-	Oracle Database Enterprise Edition
Data Mining	-	Oracle Database Enterprise Edition
Spatial	-	Oracle Database Enterprise Edition
Advanced Security	Restricted Use : Oracle Internet Directory for the purpose of enterprise domains and user-schema mappings, enterprise users and roles.	Oracle Database Enterprise Edition
Label Security	-	Oracle Database Enterprise Edition
Enterprise Managers:		
Diagnostics Pack	-	Oracle Database Enterprise Edition
Tuning Pack	-	Oracle Database Enterprise Edition
Change Management Pack	-	Oracle Database Enterprise Edition
Management Pack for SAP R/3	-	Oracle Database Enterprise Edition
Internet Application Server	-	
TopLink	-	
Java Edition	OC4J, Web Services, and unlimited number of JDeveloper seats	
Standard Edition	TopLink, Portal Restricted Use: (i) Oracle Internet Directory is provided for use with Oracle9IAS Single Sign-On and with other IAS components to provision, store and manage users and groups, their associated security credentials and privileges; to synchronize data with 3rd party directory services; and to store other component specific metadata. (ii) Oracle9IAS Web Cache is provided only for use with Portal. (iii) The Oracle Database is provided for use with IAS Infrastructure for storing product metadata. Storing any other data in the Oracle9IAS Infrastructure database requires a full use license of the Oracle Database. (iv) Advanced Security Option limited to Oracle Java SSL library. See question #9 on the IAS FAQ posted on http://esource.oraclecorp.com for additional details	Please refer to Question #9-12 of the Oracle9I Application Server FAQ on http://esource.oraclecorp.com for additional details
Enterprise Edition	Oracle Forms Services, Oracle Reports Services, TopLink, Portal, Discoverer Viewer, Discoverer Plus (Web Functionality), Internet Directory, Application InterConnect Toolkit, Workflow. Restricted Use: (i) The Oracle Database is provided for use with IAS Infrastructure for storing product metadata. Storing any other data in the Oracle9IAS Infrastructure database requires a full use license of the Oracle Database. (ii) Advanced Security Option limited to Oracle Java SSL library. See question #9 on the IAS FAQ posted on http://esource.oraclecorp.com for additional details	Oracle Database Standard Edition. If Discoverer Plus and/or Discoverer Viewer are used then at least 1 copy of IDS is required. Please refer to Question #9-12 of the Oracle9I Application Server FAQ on http://esource.oraclecorp.com for additional details.
Internet Application Server Enterprise Edition Options:		
Personalization	-	Internet Application Server Enterprise Edition
Wireless Option	-	Internet Application Server Enterprise Edition

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY
Tools		
Internet Developer Suite	Designer, Forms Developer, Reports Developer, JDeveloper, Business Components for Java, Discoverer Administration Edition, Warehouse Builder, SQL*Plus and 1 license of Discoverer Desktop Edition restricted to the Named User of IDS. Restricted Use: iAS Enterprise Edition restricted to testing and debugging the deployment of application developed with IDS, Oracle Database Enterprise Edition.	-
Discoverer Desktop Edition	-	Oracle Database Personal Edition, Oracle Database Standard Edition or Oracle Database Enterprise Edition. There needs to be at least 1 licensed copy of IDS.
JDeveloper	Restricted Use: iAS Enterprise Edition restricted to testing and debugging the deployment of application developed with JDeveloper. Oracle Database Enterprise Edition.	-
Programmer	Oracle Objects for OLE, Oracle precompilers & SQL Module (based on platform availability), ODBC and OCI, Access Manager for CICS and IMS/TM with Oracle Programmer on the OS/390 platform.	-
Collaboration		
Collaboration Suite	Files, Email, Email Server. Restricted use: Oracle9iAS Enterprise Edition (including options) and Oracle9i Database Enterprise Edition (including options) solely for the purpose of running the Oracle Collaboration Suite	-
Files	Restricted use: Oracle9iAS Enterprise Edition (including options) and Oracle9i Database Enterprise Edition (including options) solely for the purpose of running Files	-
Email	Email Server. Restricted use: Oracle9iAS Enterprise Edition (including options) and Oracle9i Database Enterprise Edition (including options) solely for the purpose of running Email	-
Other Server Products		
Message Broker	Restricted Use: Oracle Database Enterprise Edition for use of Advanced Queuing and to support use of Internet Directory. Internet Directory to store OMB configuration information as well as queue and topic definitions	-
Data Warehousing Products		
Pure Name & Address (North America)	-	IDS and Oracle Database Enterprise Edition or Standard Edition
Pure Name & Address (Latin America)	-	IDS and Oracle Database Enterprise Edition or Standard Edition
Pure Name & Address (EMEA)	-	IDS and Oracle Database Enterprise Edition or Standard Edition
Pure Name & Address (APAC)	-	IDS and Oracle Database Enterprise Edition or Standard Edition
Express Server	Express Web Agent (with v6.0 and later of Express Server)	-
Express Analyzer	Express Web Publisher	Express Server
Express Objects	Express Web Publisher	Express Server. Express Analyzer for users of the deployed application.
Integration Products		
Open System Gateways	Open System Gateways include Oracle Transparent Gateways for MS SQL Server, Sybase, Rdb, Ingres, Informix, Teradata, and RMS. Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server	Oracle Database Standard Edition or Oracle Database Enterprise Edition
Mainframe Integration Gateways	Mainframe Integration Gateways include Oracle Transparent Gateways for DB2. Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server.	Oracle Database Standard Edition or Oracle Database Enterprise Edition
Enterprise Integration Gateways	Enterprise Integration Gateways include Access Manager for AS/400, Procedural Gateway for MQ Series, APPC, Transparent Gateway for DB2/400 and IBM DRDA. Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server.	Oracle Database Standard Edition or Oracle Database Enterprise Edition
EDA/SQL Gateways	Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server	Oracle Database Standard Edition or Oracle Database Enterprise Edition
InterConnect Adapters	-	Internet Application Server Enterprise Edition
Rdb Server Products		
Rdb Enterprise Edition	Networking Kit, ODBC driver, Distributed Option, Replication Option, Parallel Query Option, 64-bit Option, and Rdb DataBase Integrator (DBI)	-
CODASYL DBMS	-	-
Rdb Server Options:	-	-
TRACE	-	Rdb Enterprise Edition or CODASYL DBMS
Development, Query and Reporting Tools		
Programmer for Rdb	Oracle Rdb and RDBPRE Precompilers. Rdb SQL Module, ODBC, OCI and Objects for OLE (Windows version only)	Rdb Enterprise Edition
CDD/Repository	Full Use CDD/R license for developers only. Restricted Use: Rdb Server for CDD/R metadata	-
CDD/R Runtime	Restricted Use: Rdb Server for CDD/R metadata	-

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY
All Oracle Applications No modifications	Oracle Alert, Application Object Library, Report Manager, Management Pack for Oracle Applications, EDI Gateway. Restricted Use: Oracle Database Enterprise Edition, Programmer and IAS Enterprise Edition for the underlying technology as invoked by the unmodified E-Business Suite applications. Restricted Use: IDS for installing and configuring discoverer workbooks and end user layer content. Additionally, IDS for warehouse metadata to support EDW delivered with Oracle Apps (Forms and Report Builders for diagnostics purposes only)	-
Modifications implemented as Java programs which include Java that produces html interface or Java business logic	Oracle Alert, Application Object Library, Report Manager, Management Pack for Oracle Applications, EDI Gateway. Restricted Use: Oracle Database Enterprise Edition and Programmer for the underlying technology as invoked by the unmodified E-Business Suite applications	1. JDeveloper for the total number of developers who are not licensed for IDS and are building Java Programs using JDeveloper that accesses the existing application schema 2. IDS or Discoverer Desktop Edition for the total number of developers who are performing these modifications
Modifications that require IDS or Discoverer Desktop Edition only (This includes creation/modification of reports, forms and workbooks)		3. IAS EE for the total number of end users or Processors for which the modifications are deployed 4. If deploying client/server workbooks, Discoverer Desktop edition for the total number of users
Modifications to the database (This includes adding/changing tables, columns, stored procedures and triggers)	Oracle Alert, Application Object Library, Report Manager, Management Pack for Oracle Applications, EDI Gateway. Restricted Use: Diagnostic Pack restricted to the instance of the database where the application is run (if there are other database instances not pertaining to the application and the customer wants to use Diagnostic Pack, the customer must buy a full use license of the Diagnostic Pack for the other database instances).	1. Database Enterprise Edition for the total number of actual users or Processors 2. IAS EE for the total number of end users or Processors for which the modifications are deployed 3. Programmer and IDS for the total number of developers who are performing these modifications 4. JDeveloper for the total number of developers who are not licensed for IDS and are building Java Programs using JDeveloper that accesses the existing application schema 5. If deploying client/server workbooks, Discoverer Desktop edition for the total number of users
The prerequisites in the modifications tables above must be added to the product level prerequisites listed below. For detailed rules, please consult the Customer Facing Document <i>Prerequisites</i> located on http://esource.oraclecorp.com		
E-BUSINESS SUITE		
Component Applications		
Marketing		
Marketing	Marketing Encyclopedia System, Marketing Intelligence	-
Trade Management	-	Marketing
Sales		
iStore	Restricted Use: iPayment	-
TeleSales	Sales Intelligence. Restricted Use: Quoting	-
Sales Online	Field Sales, Mobile Sales, Wireless Option for Sales, Sales Intelligence. Restricted Use: Oracle Database Lite	-
Quoting	-	-
Incentive Compensation	-	-
Order Management and Logistics		
Order Management	Bills of Material, Inventory, Shipping	-
Release Management	-	Order Management
Transportation	-	Order Management
Advanced Pricing	-	-
Configurator	Configurator Developer. Restricted use: Order Management (restricted to Inventory and Bills of Material for the purpose of setting up items and bills)	-
Mobile Supply Chain Applications	-	-
Warehouse Management	Mobile Supply Chain Applications	-
Supply Chain Planning		
Advanced Supply Chain Planning	-	-
Constraint Based Optimization	-	Advanced Supply Chain Planning
Inventory Optimization	-	-
Global Order Promising	-	-
Demand Planning	-	Express Server
Collaborative Planning	-	-
Supply Chain Intelligence	Process Manufacturing Intelligence, Discrete Manufacturing Intelligence, Manufacturing Intelligence. Restricted Use: IDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Process Manufacturing, or Discrete Manufacturing, or Order Management, or Advanced Supply Chain Planning
Procurement		
Purchasing	Public Sector Purchasing, Public Sector Purchasing (International), US Federal Purchasing, Supplier Scheduling	-
iProcurement	Purchasing Connect for TPN Register, Internet Procurement InterConnect for SAP R/3. Restricted use: Application InterConnect Toolkit, Message Broker, Purchasing.	-
Purchasing Intelligence	Restricted Use: IDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Purchasing
iSupplier Portal	-	Purchasing
Exchange Marketplace	-	-
Sourcing	-	-

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY
Manufacturing		
Discrete Manufacturing	Bills of Material, Capacity, Cost Management, Engineering, Inventory, Master Scheduling/MRP, Quality, Work In Progress, Project Manufacturing	Project Billing and Project Costing for users of Project Manufacturing only
Flow Manufacturing	-	Discrete Manufacturing
Manufacturing Scheduling	-	Discrete Manufacturing
Process Manufacturing	Process Manufacturing Solution Bundle (System Module, Formula Management, Inventory Management, Sales Management, Quality Management, Material Requirement Planning, Master Production Scheduling, Laboratory Management, Cost Management, Production Management, Process Operations, Control, Manufacturing Accounting Controller)	-
Maintenance Management		
Enterprise Asset Management	Restricted use: Inventory	-
Service		
iSupport	-	-
TeleService	Support, Customer Care, Service Intelligence, Customer Intelligence	-
Field Service	Service, Defect Management, Spares Management, Service Intelligence, Customer Intelligence	-
Advanced Scheduler	-	Field Service. May require NAVTECH spatial data that must be licensed from Navigation Technologies Inc. The data is currently available for the US, Canada, and Western Europe. Therefore, Advanced Scheduler may be sold only in these regions. Contact NAVTECH: In North America, at Oracle_navtech@navtech.com or +1.408.617.5121. In Europe, at Oracle_navtech@navtech.nl or 31 (0) 4-99-33-14-36
Wireless Option for Service	Restricted Use: Wireless Option for iAS Enterprise Edition	Field Service
Mobile Field Service	Restricted Use: Oracle Database Lite	Field Service
Depot Repair	-	-
Contracts		
Sales Contracts	Contracts Core, Contracts Intelligence	-
Service Contracts	Contracts Core, Contracts Intelligence	TeleService or Field Service
Project Contracts	Contracts Core, Contracts Intelligence	-
Projects		
Project Costing	Activity Management Gateway, Project Connect for Microsoft Project, Project Management	-
Project Billing	-	Project Costing
Internet Time	-	Project Costing
Project Resource Management	-	-
Project Collaboration	-	Project Management for the project managers and project leads. Files if documents are stored in Oracle's document management solution and shared via Project Collaboration
Project Management	Project Collaboration for licensed Project Management users only, all other users need to be licensed. Restricted use of Project Costing and Project Billing, restricted to visibility and financial control of information processed in these products	Files if documents are stored in Oracle's document management solution and shared via Project Management
Product Lifecycle Management		
Product Development	-	-
CADView-3D	-	-
Financial		
Financials	Assets, Cash Management, General Ledger, Payables, Receivables/Revenue Accounting, Global Consolidation System, Property Manager, CPG Trade Accounting, Public Sector Budgeting, Public Sector General Ledger, Public Sector Receivables, Public Sector Payables, U.S. Federal General Ledger, U.S. Federal Receivables, U.S. Federal Payables, Public Sector General Ledger (International), Public Sector Receivables (International), Public Sector Payables (International), Public Sector Assets (International)	-
Advanced Collections	-	Financials
Treasury	-	-
Financials & Sales Analyzers	Sales Analyzer, Financial Analyzer. The included products that apply to all of the Oracle Applications do not apply to Financials & Sales Analyzers	Express Server. The product prerequisites that apply to all of the Oracle Applications do not apply to Financials & Sales Analyzers
Internet Expenses	Restricted Use: Financials	-
iReceivables	-	-
Financials Intelligence	Restricted Use: iDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Financials or for existing applications customers, any of the individual applications now included in the Financials bundle, i.e. General Ledger, Assets
Activity Based Management	Activity Based Management Analyzer, SEM Exchange	-
Balanced Scorecard	Balanced Scorecard Developer	-
Human Resources		
Human Resources	-	-
Self-Service Human Resources	-	Human Resources
Payroll	Restricted Use: Human Resources	All sales of US and Canadian Payroll include delivery of the required Vertex Tax Calculation Module. Customer must enter a license agreement with Vertex for the tax maintenance subscription (http://www.vertexinc.com/oracle_salesinfo.asp)
Time and Labor	Restricted Use: Human Resources	-
Advanced Benefits	Restricted Use: Human Resources	-
HR Intelligence	Restricted Use: iDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Human Resources
iRecruitment	Restricted Use: HR and HR Intelligence	-
Training Administration	-	-
iLearning	-	-

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY
Other		
Customer Model	-	-
Customers Online	-	-
Customer Data Librarian	-	Customers Online
Tutor for Applications	Tutor for Financials, Tutor for Projects, Tutor for Purchasing, Tutor for Order Management, Tutor for Discrete Manufacturing, Tutor for Human Resources, Tutor for Payroll, Tutor for Time Management, Tutor for Training Administration, Tutor Tool	-
Self-Service Tutor for Applications	Tutor for Financials, Tutor for Projects, Tutor for Purchasing, Tutor for Order Management, Tutor for Discrete Manufacturing, Tutor for Human Resources, Tutor for Payroll, Tutor for Time Management, Tutor for Training Administration, Tutor Tool	-
Application Technologies		
Interaction Center		
Advanced Inbound	Interaction Blending, Interaction Center Intelligence	TeleService, TeleSales, or Advanced Collections
Advanced Outbound	Interaction Blending, Interaction Center Intelligence	Advanced Inbound if telephony integration is required. Marketing, TeleSales or Advanced Collections
Scripting	Interaction Center Intelligence	Marketing if list management for Scripting Survey is required. TeleService, TeleSales, or Advanced Collections
eMail Center	eMail Server, Interaction Center Intelligence	TeleService or TeleSales
Vertical Applications		
Communications/Utilities		
CRL Financial Management	-	Financials and Project Costing
Network Logistics (Network Asset Tracking)	Network Logistics - NATS	Order Management and Purchasing
Telco Provisioning	-	-
Number Portability	-	-
Public Sector/University		
Student System	-	-
Financial Aid	-	Student System
Student Recruiting	Marketing and TeleSales	-
Grants	Grants Accounting, Grants Proposal, Labor Distribution. Restricted use: Project Billing and Project Costing	-
Financial Services		
Performance Analyzer	Financial Data Manager	Oracle Database Enterprise Edition, Partitioning
Transfer Pricing	Financial Data Manager	Oracle Database Enterprise Edition, Partitioning
Transfer Pricing Online	-	Transfer Pricing
Budgeting and Planning	Restricted use: Risk Manager, Financials & Sales Analyzers (Financial Analyzer functionality only). Financial Data Manager	Oracle Database Enterprise Edition, Express Server, Partitioning
Risk Manager	Financial Data Manager	Oracle Database Enterprise Edition, Partitioning
Financial Data Manager	Balance & Control, System Administrator, Portfolio Analyzer. Restricted Use: iDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Oracle Database Enterprise Edition, Partitioning
Financial Services Provisioning	-	-
Lease Management	Human Resources (restricted use for setup of workflow users). Inventory (restricted use for setup of lease item masters)	Financials
Health Care		
Adverse Event Reporting System	-	To run reports, customer should contact Actuate and license their Reporting Server. Contact Tom Stafford at tstafford@actuate.com or +1.913.851.5330
Clinical	Remote Data Capture	-
Distributed Study Conduct Option	-	Clinical
Remote Data Capture	Restricted Use: Clinical	-
Thesaurus Management System	-	-
Healthcare Transaction Base	-	Oracle Database Enterprise Edition, iAS Standard Edition or Enterprise Edition
High Tech		
Shop Floor Management	-	Discrete Manufacturing
Supply Chain Trading Connector for RoettaNet	-	Order Management and Purchasing or iProcurement
Aerospace, Defense and Transportation		
Complex Maintenance, Repair & Overhaul	Configuration Management, Engineering Management	-
EDUCATION SUBSCRIPTION		
Learning Network	-	-
iLearning Subscription	-	-

Product Migration Listings

When moving supported licenses from one operating system to another, the only cost associated with moving supported licenses from one operating system to another is the cost of the new CD Pack. If a CD Pack isn't available for a particular operating system, customers can contact Client Relations to see whether the product is available on the desired operating system. Shipping and media charges may apply.

Price Name Changes (for price holds)

Old Name

Darwin Data Mining Suite
 Darwin Deployment Pack
 Internet Application Server Wireless Edition
 Military Security
 Oracle 8
 Oracle8i Standard Edition
 Oracle 7 Server
 Oracle Server
 Oracle Server Enterprise Edition
 Oracle8i Enterprise Edition
 Oracle8i Enterprise Edition
 Oracle Lite
 Oracle8i Lite
 Oracle 8 Personal Edition
 Oracle 8i Personal Edition
 Payment Server
 Personal Oracle
 Portal-To-Go (Carrier Edition)
 Portal-To-Go (Enterprise Edition)
 Rdb Server

New Name

Data Mining Suite
 Data Mining Suite
 Wireless Option
 Label Security
 Oracle Database Standard Edition
 Oracle Database Standard Edition
 Oracle Database Enterprise Edition
 Oracle Database Standard Edition
 Oracle Database Enterprise Edition
 Oracle Database Enterprise Edition
 Oracle Database Enterprise Edition
 Oracle Database Enterprise Edition
 Oracle Database Lite
 Oracle Database Lite
 Oracle Database Personal Edition
 Oracle Database Personal Edition
 iPayment
 Oracle Database Personal Edition
 Internet Application Server Wireless Edition
 Internet Application Server Wireless Edition
 Rdb Enterprise Edition

Name and Functionality Changes

Old Product

Advanced Networking Option
 Express MDS
 Express/EIS(Developer)
 InterOffice Messaging Cartridge
 Oracle Internet Messaging
 Oracle Internet Messaging Hosted Edition
 Oracle Mail or Oracle Office
 Parallel Server
 Oracle Data Mining Suite

New Product

Advanced Security
 Express Server
 Express Objects
 Email restricted to Email Server
 Email restricted to Email Server
 Email restricted to Email Server
 Email restricted to Email Server
 Real Application Clusters (Net to Net migration rule applies)
 Data Mining Option

Bundling Changes

Old Product

Access Manager for AS/400
 Applications InterConnect Toolkit
 Business Components for Java
 Database Designer
 Designer
 Developer Server
 Developer/2000 Server (Windows 95)
 Discoverer Administration Edition
 Discoverer Plus
 Discoverer User Edition
 Discoverer Viewer
 Discoverer/2000
 Email Server
 Email Server (As part of IAS License)
 Enterprise Developer Suite
 Forms Developer
 Forms Server
 Forms Services
 Hot Standby
 Internet Directory
 InterConnect Adapter for FTP
 JDeveloper Suite
 Management Pack for Oracle Applications
 Message Gateway/Agent Event Manager
 Message Manager Client
 Messaging Option
 Mobile Agents
 Mobile Agents Developers Kit
 Oracle Application Server Standard Edition
 Oracle Application Server Enterprise Edition
 Oracle CASE Designer
 Oracle CASE Dictionary
 Oracle DataBrowser
 Oracle Data Query
 Oracle DDE Manager
 Oracle Glue
 Oracle Objects for OLE
 Oracle Precompiler
 OWB Integrator for SAP
 Procedural Gateway for APPC
 Procedural Gateway for MQ Series
 Procedure Builder
 Professional Developer/2000
 Pure.Extract
 Pure.Integrate
 Reports Developer
 Reports Server
 Reports Services
 Server Kit
 SQL*Connect to DB2
 SQL*Connect to SQL/DS
 SQL*Forms
 SQL*Menu
 SQL*Reportwriter
 SQL*Plus
 Times Series
 Transparent Gateway for DB2
 Transparent Gateway for DB2/400
 Transparent Gateway for IBM DRDA
 Transparent Gateway for Informix

Bundled Into

Enterprise Integration Gateways (Restricted to the functionality of Access Manager for AS/400)
 IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Applications InterConnect Toolkit
 IDS (Internet Developer Suite). Restricted to the functionality of Business Components for Java
 IDS (Internet Developer Suite). Restricted to the functionality of Designer
 IDS (Internet Developer Suite). Restricted to the functionality of Designer
 IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Developer Server
 IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Developer/2000 Server - Windows 95
 IDS (Internet Developer Suite). Restricted to the functionality of Discoverer Administration Edition
 Discoverer Desktop Edition and IAS EE (Restricted to Discoverer Plus Web Functionality only)
 Discoverer Desktop Edition and IAS EE (Restricted to Discoverer Plus Web Functionality only)
 IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Discoverer Viewer
 Discoverer Desktop Edition and IAS EE restricted to Discoverer Plus Web functionality for each Discoverer/2000 and ONLY 1 IDS license restricted to Discoverer Admin Edition
 Email restricted to Email Server
 Email restricted to Email Server
 IDS (Internet Developer Suite). Restricted to the functionality of Enterprise Developer Suite
 IDS (Internet Developer Suite). Restricted to the functionality of Forms Developer
 IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Forms Server
 IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Forms Services
 Rdb Enterprise Edition or CODASYL DBMS
 IAS (Internet Application Server) EE. Restricted to the functionality of Internet Directory
 TBD
 JDeveloper
 Any Oracle E-Business Suite Application
 Database Lite
 Database Lite
 Email
 Database Lite
 Database Lite
 IAS (Internet Application Server). Restricted to the functionality of Oracle Application Server Standard Edition
 IAS (Internet Application Server Enterprise Edition). Restricted to the functionality of Oracle Application Server Enterprise Edition
 IDS (Internet Developer Suite). Restricted to the functionality of Designer
 IDS (Internet Developer Suite). Restricted to the functionality of Designer
 Discoverer User Edition for each Discoverer/2000 and ONLY 1 IDS license restricted for the purposes of testing, debugging and previewing.
 Discoverer User Edition for each Discoverer/2000 and ONLY 1 IDS license restricted for the purposes of testing, debugging and previewing
 Programmer
 Programmer
 Programmer
 Programmer
 IDS (Restricted to the functionality of Warehouse Builder)
 Enterprise Integration Gateways (Restricted to the functionality of Procedural Gateway for APPC)
 Enterprise Integration Gateways (Restricted to the functionality of Procedural Gateway for MQ Series)
 IDS (Internet Developer Suite). Restricted to the functionality of Procedure Builder
 Database Personal Edition and IDS (IDS restricted to the functionality of Professional Developer/2000)
 IDS (Restricted to Oracle Warehouse Builder)
 IDS (Restricted to Oracle Warehouse Builder)
 IDS (Restricted to Oracle Warehouse Builder)
 IDS (Internet Developer Suite). Restricted to the functionality of Reports Developer
 IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Reports Server
 IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Reports Services
 Database Standard Edition or Database Enterprise Edition
 Mainframe Integration Gateways
 Mainframe Integration Gateways
 IDS (Internet Developer Suite). Restricted to the functionality of Forms Developer
 IDS (Internet Developer Suite). Restricted to the functionality of Forms Developer
 IDS (Internet Developer Suite). Restricted to the functionality of Reports Developer
 IDS (IDS restricted to the functionality of SQL*Plus)
 Bundled with Oracle Database Enterprise Edition as part of the SQL Analytics
 Mainframe Integration Gateways (Restricted to the functionality of Transparent Gateway for DB2)
 Enterprise Integration Gateways (Restricted to the functionality of Transparent Gateway for DB2/400)
 Enterprise Integration Gateways (Restricted to the functionality of Transparent Gateway for IBM DRDA)
 Open System Gateways (Restricted to the functionality of Transparent Gateway for Informix)

Transparent Gateway for Ingres
 Transparent Gateway for MS SQL Server
 Transparent Gateway for Rdb
 Transparent Gateway for RMS
 Transparent Gateway for Sybase
 Transparent Gateway for Teradata
 Warehouse Toolkit for PeopleSoft
 WebDB Enterprise Edition
 WebDB Standard Edition
 Warehouse Builder

Old Products
 Data Mart Suite

Data Mart Suite, Sales & Marketing

Enterprise Manager Performance Pack
 Gateways (Mainframe)
 Gateways (Non-Mainframe)

Open System Gateways (Restricted to the functionality of Transparent Gateway for Ingres)
 Open System Gateways (Restricted to the functionality of Transparent Gateway for MS SQL Server)
 Open System Gateways (Restricted to the functionality of Transparent Gateway for Rdb)
 Open System Gateways (Restricted to the functionality of Transparent Gateway for RMS)
 Open System Gateways (Restricted to the functionality of Transparent Gateway for Sybase)
 Open System Gateways (Restricted to the functionality of Transparent Gateway for Teradata)
 IDS (Restricted to the functionality of Warehouse Builder)
 IAS SE (Restricted to the functionality of Portal)
 IAS SE (Restricted to the functionality of Portal)
 IDS (IDS restricted to the functionality of Warehouse Builder)

Split Into

License Individual Products as: Oracle Database Enterprise Edition (32 Named User Plus),
 IDS (2 Named User Plus), Discoverer Desktop Edition (5 Named User Plus), IAS EE (32 Named User Plus).
 License Individual Products as: Oracle Database Enterprise Edition (32 Named User Plus),
 IDS (2 Named User Plus), Discoverer Desktop Edition (5 Named User Plus), IAS EE (32 Named User Plus).
 Financials & Sales Analyzers (32 Application Users), Express Server (32 Named User Plus).
 Diagnostic Pack and Tuning Pack
 Mainframe Integration Gateways and EDA/SQL Gateways (Restricted to the original component gateways)
 Open System Gateways, Enterprise Integration Gateways, EDA/SQL Gateways (Restricted to the original component gateways)

Obsolete Products (product is no longer supported and its functionality has been bundled into another product)

Obsolete Product

64 bit Option
 64 bit option for Rdb
 Advanced Replication Option
 ConText Cartridge
 CDD/Administrator
 DataBase Integrator
 Distributed Option
 Distributed Option for Rdb
 Enterprise Manager DBA Pack for Rdb
 Expert Performance Tuner Client
 ExpressView
 Image Cartridge
 InterMedia
 Internet Commerce Cartridge
 Internet Commerce Server
 JServer Enterprise Edition
 MPI Protocol Adapter
 multidimension option
 MVS Client Bundle
 Objects Option
 ODBC Driver
 Oracle Database Lite Mobile Option
 Oracle MultiProtocol Interchange
 Oracle ODBC Driver for Rdb
 Oracle Rdb Remote Client
 Oracle Rdb SQL Module
 Oracle Rdb SQL Precompiler
 Oracle RDBPRE Precompiler
 Oracle RDML Precompilers
 Oracle SQL/Services
 Oracle TextServer3
 Oracle Unified Messaging
 Parallel Query Option
 Parallel Query Option for Rdb
 Performance Data Option
 Personal Oracle7 Enterprise Edition
 Personal Express
 Power Utilities
 Protocols
 Pure Name & Address (US)
 Pure Name & Address (Canada)
 Geocode
 RALLY
 RALLY Client
 Replication Option for Rdb
 Server Manager
 SQL*Module
 SQL*Net
 SQL*Net/DCE
 SQL*TextRetrieval
 SQL*VDM
 Standard Management Pack
 TextServer3 Option
 Time Series
 TRACE/Expert
 Transparent Gateway for ODBC
 Trusted Oracle Enterprise Edition
 Video Cartridge
 Visual Information Retrieval
 Webserver Option for Rdb
 Workflow Enterprise Edition
 Workflow Standard Edition

Bundled Into

Oracle Database Enterprise Edition
 Rdb Enterprise Edition
 Oracle Database Enterprise Edition
 Oracle Database Standard Edition, Oracle Database Enterprise Edition
 CDD/Repository
 Rdb Enterprise Edition
 Oracle Database Enterprise Edition
 Rdb Enterprise Edition
 Rdb Enterprise Edition
 TRACE
 Express Analyzer
 Oracle Database Standard Edition, Oracle Database Enterprise Edition
 Oracle Database Standard Edition, Oracle Database Enterprise Edition
 iStore
 iStore
 Oracle Database Standard Edition, Oracle Database Enterprise Edition
 Oracle Database Enterprise Edition
 Oracle Database Standard Edition, Oracle Database Enterprise Edition
 Programmer
 Oracle Database Standard Edition, Oracle Database Enterprise Edition
 Oracle Database Enterprise Edition, IDS
 Oracle Database Lite
 Oracle Database Enterprise Edition
 Rdb Enterprise Edition
 Rdb Enterprise Edition
 Programmer for Rdb
 Programmer for Rdb
 Programmer for Rdb
 Programmer for Rdb
 Rdb Enterprise Edition
 Oracle Database Standard Edition, Oracle Database Enterprise Edition
 Email Server
 Oracle Database Enterprise Edition
 Rdb Enterprise Edition
 TRACE
 Oracle Database Enterprise Edition
 Express Server
 Rdb Enterprise Edition
 Oracle Database Standard Edition, Oracle Database Enterprise Edition
 Pure Name & Address (North America)
 Pure Name & Address (North America)
 Pure Name & Address (North America)
 Pure Name & Address (North America)
 IDS (Internet Developer Suite). Restricted to the functionality of Forms Developer
 IDS (Internet Developer Suite). Restricted to the functionality of Forms Developer
 Rdb Enterprise Edition
 Oracle Database Enterprise Edition
 Programmer
 Oracle Database Standard Edition, Oracle Database Enterprise Edition
 Advanced Security
 Oracle Database Standard Edition, Oracle Database Enterprise Edition
 Oracle Database Personal Edition
 Oracle Database Standard Edition
 Oracle Database Standard Edition, Oracle Database Enterprise Edition
 Oracle Database Enterprise Edition
 TRACE
 Generic Connectivity using ODBC in the Oracle Database
 Oracle Database Enterprise Edition and Label Security
 Oracle Database Standard Edition, Oracle Database Enterprise Edition
 Oracle Database Enterprise Edition
 Rdb Enterprise Edition
 Oracle Database Enterprise Edition
 Oracle Database Standard Edition

Products Without Migration (product is still supported but not migration is offered)

ADW Sales Analysis Collection Pack
 Expert Option
 InterOffice Document Cartridge
 InterOffice Gateways
 MHS Gateway
 ODBC Access to Non-Relational Data for Rdb
 PROFS Gateway
 Proxy Server
 SESAM Gateway
 Transparent Gateway Toolkit
 TurboImage Gateway
 Video Server
 Replication Services

Pure Name Changes (for price holds)**Old Name**

Activa
 Collections
 CRL Network Logistics
 CRM Data Model
 CRM Foundation
 Call Center Intelligence
 Data Librarian
 Global ATP Server
 Grants Management
 Internet Procurement
 Internet Receivables
 Internet Supplier Portal
 Marketing Online
 Process Manufacturing Solution Bundle
 Product Development Hub
 Product Development Exchange
 Risk Optimization
 Sales Compensation
 Scheduler
 SDP Number Portability
 SDP Provisioning
 Self-Service Expenses
 Self-Service Time
 Self-Service Purchasing
 Self-Service Suppliers
 SettingPoint Developer
 Service Online
 Supply Chain Exchange
 Supply Chain Hub
 Transportation Hub
 Transportation Exchange

New Name

Activity Based Management
 Advanced Collections
 Network Logistics (Network Asset Tracking)
 Customer Model
 Customer Model
 Advanced Inbound and Advanced Outbound
 Customer Data Librarian
 Global Order Promising
 Grants Accounting
 iProcurement
 iReceivables
 iSupplier Portal
 Marketing
 Process Manufacturing
 Product Development
 Product Development
 Inventory Optimization
 Incentive Compensation
 Advanced Scheduler
 Number Portability
 Provisioning
 Internet Expenses
 Internet Time
 iProcurement
 iSupplier Portal
 Configurator Developer
 Field Service
 Collaborative Planning
 Collaborative Planning
 Transportation
 Transportation

Name and Functionality Changes**Old Product**

Applications Display Manager
 Automotive Foundation
 Balanced Scorecard Architect
 CTI Middleware
 ERP Integration Extension to OIC
 IBM & Pay
 iMarketing
 Industrial Billing
 Maintenance, Repair & Overhaul (MRO) Bundle
 Market Manager for Industries
 Marketing for Communications
 OpenWeb
 Oracle Commissions
 Oracle Internet Commerce
 Order Entry
 Product Configurator
 Project Analysis Collection Pack
 Projects
 Revenue Accounting for Communications
 SDP Activation
 Service for Communications
 Supply Chain Planning
 TeleBusiness for Financial Services
 TeleBusiness for Telecom / Utilities
 Time Management
 Web Suppliers

New Product

Oracle Applications Release 10SC
 Release Management
 Balanced Scorecard Developer
 (Eliminated)
 (Eliminated)
 (To Be Determined)
 Marketing
 (Eliminated)
 Complex Maintenance, Repair & Overhaul
 Marketing
 Marketing
 iStore
 Incentive Compensation
 iStore
 Order Management
 Configurator
 Project Intelligence (estimated availability: fiscal Q2, 2003)
 Project Costing
 (To Be Determined)
 Provisioning
 TeleService
 Advanced Supply Chain Planning
 TeleSales
 TeleSales
 Time and Labor
 iSupplier Portal

Bundling Changes**Old Product**

Activity Based Management Analyzer
 Activity Management Gateway
 Advanced Marketing Online
 Alert
 Assets
 Balanced Scorecard Developer
 Bills of Material
 Call Blending
 Call Center Connectors
 Call Center Integration
 Call Center Technology
 Campaign Plus
 Capacity
 Cash Management
 Collateral Fulfillment
 Configurator Developer
 Contracts Intelligence
 Cost Management
 CPG Trade Accounting
 Customer Care
 Customer Intelligence
 Customer Service
 Discrete Manufacturing Intelligence
 Dispatch
 EDI Gateway
 eCommerce to Call Center Integration
 Engineering
 Field Sales
 Field Sales Online
 Financial Analyzer
 Financial Data Manager
 FTI Integration to GL
 General Ledger
 Global Consolidation System
 Grants Accounting
 Grants Proposal
 iMeeting
 Insight
 Interaction Blending
 Interaction Center Intelligence

Bundled Into

Activity Based Management
 Projects Costing
 Marketing
 Included in all Oracle Applications
 Financials
 Balanced Scorecard
 Discrete Manufacturing or Order Management
 Advanced Inbound
 Advanced Inbound
 Customer Model
 Advanced Inbound
 Advanced Outbound
 Discrete Manufacturing
 Financials
 Customer Model
 Configurator
 Sales Contracts, Service Contracts, and Project Contracts
 Discrete Manufacturing
 Financials
 TeleService
 TeleService and Field Service
 TeleService
 Supply Chain Intelligence
 Field Service
 Included in all Oracle Applications
 Customer Model
 Discrete Manufacturing
 Sales Online
 Sales Online
 Financials & Sales Analyzers
 Performance Analyzer, Transfer Pricing, Budgeting & Planning and Risk Manager. Financial Data Manager is also being sold as a stand-alone product
 Financials
 Financials
 Financials
 Grants
 Grants
 Collaboration Suite
 Advanced Inbound and Advanced Outbound
 Advanced Inbound
 Advanced Inbound, Advanced Outbound, Scripting, and eMail Center

Internet Procurement InterConnect for SAP R/3

Inventory
iPayment
IVR Integrator
Labor Distribution
Manufacturing Intelligence
Marketing Intelligence
Master Scheduling/MRP
Mobile Sales
OpenTel
Operations Intelligence
Oracle Sales
Oracle Sales & Marketing
Oracle Work in Process
Payables
Predictive
Process Manufacturing Cost Analyzer
Process Manufacturing Intelligence
Project Connect
Project Connect for Microsoft Project
Project Manufacturing
Property Manager
Public Sector Budgeting
Public Sector Financials
Public Sector Financials (International)
Public Sector Purchasing
Public Sector Purchasing (International)
Purchasing Connect for TPN Register
Quality
Receivables/Revenue Accounting
Report Manager
Rights Contracts
Sales Analyzer
Sales Intelligence
SellingPoint Developer
SEM Exchange
Service
Service Intelligence
Shipping
Spares Management
Supplier Scheduling
Telephony Manager
Tutor for Discrete Manufacturing
Tutor for Financials
Tutor for Human Resources
Tutor for Order Management
Tutor for Payroll
Tutor for Projects
Tutor for Purchasing
Tutor for Time Management
Tutor for Training Administration
Tutor Tool
U.S. Federal Financials
U.S. Federal Purchasing
Web Customers
Wireless Option for Sales
Work in Progress

Old Product

Capital Resource Logistics
Contracts
Personal Time and Expense
Project Time & Expense
Provisioning
SellingPoint
SellingPoint Internet Edition
SellingPoint Mobile Configurator
Unified Agent
Web Employees

Products Without Migration (product is still supported but not migration is offered)

Customer Householding
Media Interactive
Partners Online
Personal Activity Based Management
Process Manufacturing Regulatory Management
Quality Online

The Product Migration listing is not a complete list of migrations and is subject to change without notice.

Procurement

Discrete Manufacturing or Order Management
iStore
Advanced Inbound
Grants
Supply Chain Intelligence
Marketing
Discrete Manufacturing
Sales Online
Advanced Inbound (as Connectors)
Supply Chain Intelligence
Sales Online
Sales Online
Discrete Manufacturing
Financials
Advanced Outbound
Supply Chain Intelligence
Supply Chain Intelligence
Project Costing
Project Costing
Discrete Manufacturing
Financials
Financials
Financials
Financials
Purchasing
Purchasing
iProcurement
Discrete Manufacturing
Financials
Included in all Oracle Applications
Service Contracts
Financials & Sales Analyzers
TeleSales and Sales Online
Configurator
Activity Based Management
Field Service
TeleService and Field Service
Order Management
Field Service
Purchasing
Advanced Inbound
Tutor for Applications
Tutor for Applications
Tutor for Applications
Tutor for Applications
Tutor for Applications
Tutor for Applications
Tutor for Applications
Tutor for Applications
Tutor for Applications
Financials
Purchasing
iStore or iSupport, but not both
Sales Online
Discrete Manufacturing

Split into

Financials and Project Costing
Service Contracts or Sales Contracts
Internet Time and Internet Expenses
Internet Time and Internet Expenses
Telco Provisioning and Financial Services Provisioning
Configurator and either Sales Online or TeleSales
Configurator and either Sales Online or TeleSales
Configurator and either Sales Online or TeleSales
TeleSales, Sales Online, TeleService and Field Service
Self Service HR, iProcurement and Internet Expenses

Appendix D

Oracle E-Business Migration Matrix

Effective Date: 06-SEP-2002

This matrix applies to all licenses purchased pursuant to any Oracle Price List prior to the e-business price list effective June 15, 2001, and to any Named User licenses purchased pursuant to any Oracle Price List prior to the e-business price list effective September 6, 2002.

Technology

METRIC MIGRATION FROM:	TO: PER PROCESSOR	TO: NAMED USER PLUS
Named User - Order Form	150:1	1:1 Charge for additional users if license minimums are not met.
Named User - Single Server	150:1	1:1 Charge for additional users if license minimums are not met.
Named User - Network License (Applies to all old multi-server license agreements, e.g., NUA/PUA or NSO)	150:1	1:1 Charge for additional users if license minimums are not met.
Named User - Multi Server	150:1	1:1 Charge for additional users if license minimums are not met.
Named User	150:1	1:1 Charge for additional users if license minimums are not met.
Concurrent Device - Order Form	75:1	1:2 Charge for additional users if license minimums are not met.
Concurrent Device - Network License (Applies to all old multi-server license agreements, e.g., NUA/PUA or NSO)	75:1	1:2 Charge for additional users if license minimums are not met.
Concurrent User - Order Form	75:1	1:2 Charge for additional users if license minimums are not met.

Concurrent User - Network License (Applies to all old multi-server license agreements, e.g., NUA/PUA or NSO)	75:1	1:2 Charge for additional users if license minimums are not met.
Developer - Network License	N/A	1:1
Developer - Order Form	N/A	1:1
Per Processor	1:1	N/A
Universal Power Unit	1000:1	N/A
Power Unit - Intel	1000:1	N/A
Power Unit - RISC	650:1	N/A
Power Unit	650:1	N/A
Exceptions: Any metric not found in the table above is calculated on a Net to Net basis.	List of new pricing configuration (Less e-business discount) (Less net fees paid for converted licenses) = New net license fees Must verify net fees paid.	List of new pricing configuration (Less e-business discount) (Less net fees paid for converted licenses) = New net license fees Must verify net fees paid.

Technology Notes

1. Migration Matrix applies to all Full Use and Deployment licenses. The migrated licenses will be Full Use.
2. If migrating Application Specific licenses:
Option #1 -- If maintaining App Specific license restriction, use the applicable migration metric.
Option #2 -- If not maintaining App Specific license restriction use the migration metric for "Exceptions".
3. Customer shall not be entitled to any credits or refunds if net fees paid for converted licenses exceeds list of new pricing configuration.
4. The Technology migration metrics above apply when converting existing Programs over to the new e-business licensing and pricing metrics. For product migrations, please refer to the Supported Migration Listing in the E-Business Global Price List Supplement. In the event of a conflict between this document and the E-Business Global Price List Supplement, the information in the E-Business Global Price List Supplement supersedes the information in this document.
5. If the migration results in a fraction, standard rounding rules apply. e.g. 1500 UPU's rounds up to 2 Processor and 1499 UPU's rounds down to 1 Processor.
6. Cells which contain "N/A" do not default to the "Exceptions" calculation. If the cell for the desired migration metric contains "N/A" please contact Oracle for instruction.

Applications

METRIC MIGRATION FROM:	TO: APPLICATION USER	TO: APPLICATION USER READ - ONLY	TO: OTHER LICENSE TYPES
Named User	1:1	N/A	N/A
Concurrent Device	1:2	N/A	N/A
Concurrent User	1:2	N/A	N/A
Read - Only	N/A	1:1	N/A
Casual User	N/A	1:1	N/A
Processor	N/A	N/A	If to Processor, 1:1
Commissioned Agent	N/A	N/A	If to Compensated Individual, 1:1
Exceptions: Any metric not found in the table above is calculated on a Net to Net basis.	List of new pricing configuration (Less e-business discount) (Less net fees paid for converted licenses) = New net license fees Must verify net fees paid.	N/A	List of new pricing configuration (Less e-business discount) (Less net fees paid for converted licenses) = New net license fees Must verify net fees paid.

Applications Notes

1. Primary Usage Concept still applies.
2. The Application migration metrics above apply when converting existing Programs over to the new e-business licensing and pricing metrics. For product migrations, please refer to the Supported Migration Listing in the E-Business Global Price List Supplement. In the event of a conflict between this document and the E-Business Global Price List Supplement, the information in the E-Business Global Price List Supplement supersedes the information in this document.
3. Customer shall not be entitled to any credits or refunds if net fees paid for converted licenses exceed list price of new pricing configuration.
4. Applies to licenses sold under an Order Form or Network License (or other multi-server license agreement, including NUA/PUA and NSO).
5. Cells which contain "N/A" do not default to the "Exceptions" calculation. If the cell for the desired migration metric contains "N/A" please contact Oracle for instruction.

Appendix E

ORACLE	Ordering Document
---------------	--------------------------

Customer Name:
Customer Location:

ORACLE CONTRACT INFORMATION

Agreement: Standard License	DIR Contract Number:
Agreement Name: Oracle License Agreement	Name: DIR-VPC-03-018

This Ordering Document incorporates by reference the terms of the Agreement specified above ("Agreement").

A. PROGRAMS

Customer has ordered the Program licenses described below for use in the *{insert applicable country/region}*, unless otherwise specified.

All fees on this Ordering Document are in US Dollars

Product Description / License Type	Quantity	List Fee	Discount %	Net Fee
License Product Support Update Subscription Service				

Other Fees		Net Fee
Learning Credits		

CD Pack Description	Quantity	Net Fee

	List Fee	Discount %	Net Fee
License Fees			
Product Support Fees			
Update Subscription Service Fees			
CD Pack Fees			
Net Fees			
Total Fees			

B. GENERAL TERMS

1. **Technical Support.** Technical Support consists of Update Subscription Service, Product Support and/or other Technical Support services Customer may have ordered. Fees for Technical Support are due and payable annually in advance. Technical Support acquired under this Ordering Document shall be for a period of 12 months. Technical Support is effective upon shipment or upon the Effective Date of this Ordering Document if shipment is not required.
2. **Miscellaneous.** Section A of this Ordering Document specifies the CD Pack(s) on the particular computer operating system requested by Customer, which have been shipped or currently are being shipped to Customer. Where shipment is required, Oracle shall deliver to the address specified by Customer on their purchasing document or when the purchasing document does not indicate a ship to address, Oracle shall deliver to the Customer Location, the CD Pack(s) listed in Section A that include 1 copy of the software media and 1 set of Documentation (in the form generally available) for each Program licensed under this Ordering Document which is currently available in production release as of the Effective Date below. Some Programs may also include any source code Oracle may provide as part of its standard shipment of such Programs, which source code shall be governed by the terms of the Agreement. Customer shall be responsible for installation of the software. All fees due under this Ordering Document shall be non-cancellable and the sums paid nonrefundable, except as provided in the Agreement. Customer agrees to pay applicable media and shipping charges. Provided Customer continuously maintains Update Subscription Service, additional CD Packs for the Programs provided under this Ordering Document may be ordered through the Oracle Store at the standard CD Pack price. If Customer loses or damages the media containing a Program licensed hereunder, upon Customer's written notice Oracle will provide a replacement copy thereof, under Oracle's then-current Technical Support policies, for a media and shipping charge. The following shipping terms shall apply: FCA Shipping Point, Prepaid, and Add. These terms shall also apply to any options exercised by Customer.

Additional Programs may be included with Customer's order 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.

The Program licenses provided in this Ordering Document are offered separately from any other proposal for consulting services Customer may receive or has received from Oracle and do not require Customer to purchase Oracle's consulting services.

A copy of Oracle's License Definitions and Rules is attached hereto and incorporated by reference.

Ship To	Contract Administrator
Location	Location
Contact Phone Fax	Contact Phone Fax
Email Address	Email Address

This quote is valid through _____, 2003 and shall become binding upon execution by Customer and acceptance by Oracle.

(Customer Name)

Oracle Corporations

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

APPENDIX F

PROFESSIONAL SERVICE RATES

The State of Texas Department of Information Resources professional service rates are based on Oracle's Federal GSA Schedule rates in effect at the time of contract award. If and when Oracle's GSA Schedule hourly rates increase, the DIR hourly rates shall increase by an identical percentage, calculated on a labor category basis. An amendment to this Master Agreement 2003 and Appendix H will be made whenever there is a change in Oracle's Federal GSA Schedule rates.

**Rates are inclusive of travel expenses and the Department of Information Resources Administrative Fee.

			<i>State of Texas Professional Service Rate</i>		<i>State of Texas Professional Service Rate</i>
Consultant Level	<i>FY'03 Standard Hourly Rates</i>	<i>GSA Rates Up to \$156,000</i>	<i>Rates** Up to \$156,000</i>	<i>GSA Rates \$156,001- \$200,000</i>	<i>Rates** \$156,001- \$200,000</i>
Administrative Assistant	\$64.00	\$47.00	\$82.94	\$46.00	\$81.92
Associate Consultant	\$164.00	\$116.00	\$153.32	\$113.00	\$150.26
Staff Consultant	\$218.00	\$160.00	\$198.20	\$155.00	\$193.10
Senior Consultant	\$251.00	\$185.00	\$223.70	\$179.00	\$217.58
Principal Consultant	\$306.00	\$225.00	\$264.50	\$218.00	\$257.36
Senior Principal Consultant	\$349.00	\$259.00	\$299.18	\$251.00	\$291.02
Managing Principal Consultant	\$349.00	\$259.00	\$299.18	\$251.00	\$291.02
Technical Manager	\$414.00	\$303.00	\$344.06	\$294.00	\$334.88
Practice Manager	\$414.00	\$303.00	\$344.06	\$294.00	\$334.88
Practice Director	\$436.00	\$324.00	\$365.48	\$314.00	\$355.28
Senior Practice Director	\$480.00	\$355.00	\$397.10	\$344.00	\$385.88
Regional VP	\$501.00	\$372.00	\$414.44	\$361.00	\$403.22
Group VP	\$533.00	\$398.00	\$440.96	\$386.00	\$428.72
Senior VP	\$588.00	\$441.00	\$484.82	\$428.00	\$471.56



**APPENDIX G
PROFESSIONAL SERVICES
FIXED PRICE ENGAGEMENT CONTRACT ORDER FORM**

Customer Name:
Customer Address:

This Order Form ("OF") shall be governed by the terms of the **STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES VOLUME PRICING CONTRACT (CONTRACT NUMBER DIR-VPC-03-018)** dated _____ (the "Agreement") between the State of Texas, acting by and through the Department of Information Resources and Oracle Corporation ("Oracle").

A. SERVICES

1. Oracle's Obligations

1.1 Description of Services

Oracle will provide the following Services to Customer:

(Describe Services)

1.2 Project Timeline/Deliverables/Acceptance Criteria

The Project Timeline, Deliverables and Acceptance criteria are detailed in the following Project Timeline and Deliverable Exhibit:

(Insert project timeline, deliverable and acceptance criteria.)

1.3 Acceptance Procedure

(Insert description of acceptance procedure.)

2. Customer's Obligations and Assumptions

2.1 Customer's Obligation

Customer shall be responsible for completing the following Tasks:

<u>TASK</u>	<u>DUE DATE</u>
-------------	-----------------

(List all tasks for which Customer is responsible (e.g. providing business process flows, cleansing or converting data, acquiring hardware, etc.)

2.2 Oracle Assumptions

The Description of Services, the Project Timeline and Deliverable Exhibit, and Fee(s) set forth in this OF are based upon information the Customer has presented to Oracle and the following assumptions:

(List all project conditions that, if different than assumed, might affect Oracle's ability to perform Services (e.g. Customer's data has been properly converted and is not corrupt, Customer's staff is qualified to assist, Oracle will perform Services during normal business hours, etc.)

B. FEES AND PAYMENTS

1. Fees

Customer shall pay to Oracle a Fee of _____ dollars (\$_____) for Services described in this OF. Once a Deliverable is accepted (or is deemed to be accepted), the Fee specified above shall become due and payable in accordance with Chapter 2251, Texas Government Code.

2. Invoices

Fees will be invoiced monthly, unless otherwise stated in Section B.1 of this OF. Expenses will be invoiced monthly. All invoices shall be paid within thirty (30) days of the receipt of invoice in accordance with Chapter 2251, Texas Government Code.

3. Purchase Order

The purchase order will reference CONTRACT NUMBER DIR VPC 03 018.

4. Purchase Order Number

Purchase order number. _____ has been provided to Oracle as of execution date of this OF.

5. Customer Billing Accounts Payable Contact/Mail Invoices To:

Name:	
Address:	
Telephone:	
Fax:	
E-Mail:	

C. PROJECT INFORMATION

1. Oracle Project Manager/ Contact Information

Name:	
Address:	
Telephone:	
Fax:	
E-Mail:	

2. Customer Project Manager/ Contact Information

Name:	
Address:	
Telephone:	
Fax:	
E-Mail:	

3. Oracle Contract Manager/Contact Information

Name:	
Address:	
Telephone:	
Fax:	
E-Mail:	

(Insert Customer Name:)

ORACLE CORPORATION:

By: _____

By: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Effective Date: _____

ORACLE

**APPENDIX G
PROFESSIONAL SERVICES
TIME AND MATERIALS ENGAGEMENT CONTRACT ORDER FORM**

Customer Name:
Customer Address:

This Order Form ("OF") shall be governed by the terms of the **STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES VOLUME PRICING CONTRACT (CONTRACT NUMBER DIR-VPC-03-018)** dated _____ (the "Agreement") between the State of Texas, acting by and through the Department of Information Resources and Oracle Corporation ("Oracle").

A. SERVICES

1. Oracle's Obligations

1.1 Scope of Services

Oracle will provide the following Services to Customer:
(Describe Services)

B. RATES AND PAYMENTS

1. Labor Rates

Services shall be provided under this OF in accordance with Appendix G of the Agreement.

(List Consultant Level(s), Rate (Rates are inclusive of travel expenses and the Department of Information Resources Administrative Fee) Hours, and Total Labor Fee.)

2. Travel, Meals and Lodging Reimbursement

Rates for professional services shall be deemed inclusive of travel, meals and lodging.

3. Payment Type

The Services specified above are provided on a time and materials ("T&M") basis; that is, Customer shall pay Oracle for all of the time spent performing such Services. Oracle will bill for time and materials no more often than once every thirty days. Oracle acknowledges that Customer is an entity exempt from the

imposition and collection of Texas sales taxes under Section 151.309 Texas Tax Code. Any estimate related to the Services performed under this OF is intended only to be an estimate for Customer's budgeting and Oracle's resource scheduling purposes. Once fees for Services reach this estimate, Oracle will cooperate with Customer to provide continuing Services on a T&M basis.

4. **Purchase Order**

The purchase order will reference CONTRACT NUMBER DIR VPC 03 018.

5. **Purchase Order Number**

Purchase order number. _____ has been provided to Oracle as of execution date of this OF.

6. **Invoicing**

All fees will be invoiced monthly and will be payable within thirty (30) days of the receipt of invoice, and in accordance with Chapter 2251, Texas Government Code.

7. **Customer Billing Accounts Payable Contact/Mail Invoices To:**

Name:	
Address:	
Telephone:	
Fax:	
E-Mail:	

C. **PROJECT INFORMATION**

1. **Oracle Project Manager/ Contact Information**

Name:	
Address:	
Telephone:	
Fax:	
E-Mail:	

2. Customer Project Manager/ Contact Information

Name:	
Address:	
Telephone:	
Fax:	
E-Mail:	

3. Oracle Contract Manager/Contact Information

Name:	
Address:	
Telephone:	
Fax:	
E-Mail:	

(Insert Customer Name:)

ORACLE CORPORATION:

By: _____

By: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Effective Date: _____

Appendix H

The price that the Authorized User will be charged is the purchase price in effect at the time of order placement, or the Authorized Users price in effect at the time the training course is conducted, whichever is less. The price for a single student day of training (an Learning Credit) at an Oracle Education Center is \$350 per student. The units required for on-site training conducted at a Authorized Users location are the following levels:

<u>Class Size</u>	<u># of Learning Credits/Course Day</u>
up to 18 students	10 units
19-21 students	11 units
22-24 students	12 units

Instructor travel and living expenses are in addition to these fees per course day. Expenses, if any, reimbursed by the Authorized User hereunder shall be necessary, approved in advance, in writing by the Authorized User and shall not exceed current State of Texas Travel Guidelines for State employees. For state agency Authorized Users, such rates for fiscal years 2002 and 2003 shall not exceed eighty dollars (\$80.00) per night for hotel expenses, thirty dollars (\$30.00) per day for meal expenses, and will not include reimbursements for tips and/or gratuities. Unless the Authorized Users otherwise agrees in writing, reimbursement of airfare will not exceed the cost of coach class airfare. No other categories of travel cost are eligible for reimbursement.

In the event that the Authorized User cannot provide the appropriate training facilities for on-site training, a classroom may be reserved at an Oracle Education Center for exclusive use by the Government activity for an additional three (3) Learning Credits. This is in addition to the "Number of Learning Credits per Course Day" charged listed above.

Learning Credits may be used as a medium of exchange for any of the products and services offered by Oracle Education, including the entire training course offering. Training Credits are purchased in advance and remain valid for one (1) year from the date of purchase.

Volume purchases of Learning Credits on a single order are eligible for the following prices:

<u>Number of Units</u>	<u>Unit Price</u>
1-24	\$350

25-49
50 and over

\$339
\$327

FORMAT AND CONTENT OF CLASSROOM TRAINING

Oracle shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Documentation will become the property of the student upon completion of the training class. For hands-on laboratory, there is a one-to-one assignment of computer workstations to students. Oracle shall provide each student with a class Certificate at the completion of each training course.

CURRENT STANDARD COURSES

Current standard courses are available at the various Oracle Education Centers. Call the Education Services Hotline at 1-800-633-0575 for further information or at the Oracle Education Web Site "<http://education.oracle.com>."

**AMENDMENT 1
CONTRACT DIR-VPC-03-018**

**between
State of Texas, acting by and through the Department of Information Resources
and
Oracle Corporation**

This Amendment 1 is hereby affixed to and shall become part of Master Agreement DIR-VPC-03-018 dated April 21, 2003, ("Contract") between the State of Texas, acting by and through the Department of Information Resources ("DIR") and Oracle Corporation ("Oracle"). This Amendment, as incorporated into the Master Agreement 2003, is subject to all terms, conditions, restrictions and limitations contained in the Master Agreement 2003 not in conflict with this Amendment including the limitation of liability provision.

The Master Agreement is hereby modified and agreed to as follows:

1. **Section 3, MERGER OF APPENDICES/ORDER OF PRECEDENCE** is amended as follows:

Appendix I – Authorized Reseller List, is hereby affixed to and shall become a part of the Master Agreement 2003.

2. New **Section 7.01 (C) ALTERNATE CHANNEL PARTICIPATION (RESELLERS/DISTRIBUTORS)** is hereby added as follows:

It is the intention of DIR to allow Resellers, including Value Added Resellers (VARs), distributors and dealers, to participate as alternate distribution sources for Oracle under the following conditions:

- i. Resellers shall be designated by Oracle, including all necessary ordering and billing addresses, and approved by DIR, in its discretion, as a condition of eligibility under this section. DIR may grant approval of participation by additional Resellers and when it does so it shall reduce the approval to writing. DIR reserves the right to rescind any such participation in the best interests of the State at DIR's discretion at any time. DIR shall notify Oracle promptly as to any such rescission.
- ii. All Resellers as designated by Oracle at the date of this Amendment 1 are listed in Appendix I to Master Agreement 2003. Appendix I shall include Reseller name, Contact person, address, phone number, fax number and e-mail address. All Reseller information shall be listed on the website maintained by Oracle for this Master Agreement 2003.
- iii. All participating Resellers must be approved Catalog Information Systems Vendors with the State of Texas and be in good standing with the Comptroller. At least one (1) of the participating Resellers must be Historically Underutilized Businesses, certified by the Texas Building and Procurement Commission under Chapter 2161, Texas Government Code.
- iv. Once designated by Oracle and approved by DIR, Resellers may receive orders directly from Authorized Users. Orders must be written to either Oracle or Resellers at the address listed in the contract documents for Oracle, or at the address furnished by Oracle for Resellers. Resellers shall ship and bill Authorized Users directly in accordance with the terms of the Master Agreement 2003.

- v. Order Forms referencing this Contract Number and placed with Resellers may contain only Programs previously approved for addition to Oracle's Program list under this Master Agreement 2003.
- vi. Resellers shall issue invoices, credits and will be paid in accordance with the terms of this Master Agreement 2003.
- vii. Oracle agrees that any Program licenses acquired through Resellers shall be governed by the terms and conditions of this Master Agreement 2003 in lieu of executing a sublicense agreement with the Reseller. In all other respects, purchase of Programs through Resellers shall be subject to the terms and conditions of this Master Agreement 2003 as if purchased directly from Oracle.
- viii. As to all Licensed Programs acquired through Resellers, Oracle warrants and represents that all warranties and indemnities, including any restrictions and limitation thereto, whether such clauses or elsewhere in the agreement, set forth in the Master Agreement 2003 will be honored by Oracle as to such Products.
- ix. Oracle shall be responsible for reporting all products and services purchased through Oracle and Resellers, in accordance with Section 12, REPORTING/MONITORING CONTRACT PERFORMANCE.
- x. Oracle shall be fully responsible for Resellers performance and compliance with all Contract terms and conditions set forth in Master Agreement 2003.
- xi. Purchase of Programs and/or Services shall be as specified in Section 10, PAYMENTS AND PRICING, regardless of whether Oracle or Resellers process orders. Price from Oracle and Resellers shall be the same to Authorized Users.
- xii. More advantageous pricing for large volume purchases may be offered, however the pricing for such an opportunity will be the same from Oracle or Resellers. Resellers are required to offer the same pricing as Oracle is required to offer to Authorized Users for all products and services offered under this Master Agreement 2003.
- xiii. Oracle shall be responsible for payment of Administrative fees for all orders processed under this Master Agreement 2003 regardless of whether Oracle or Resellers processed order.
- xiv. Oracle's Agreements with its Resellers shall incorporate all applicable provisions of the Master Agreement 2003.

3. Section 13, Appendix A, is amended to include the following:

Resellers may also be required to provide a staffed booth display or similar presence at no less than two (2) trade shows or similar functions sponsored by DIR each calendar year at the Reseller's expense. All Resellers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location of the use of the DIR logo in or on the Reseller's booth.

4. New Section 17, Appendix A is hereby added as follows:

Oracle understands that acceptance of funds under this Master Agreement 2003 acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Oracle further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Oracle will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Oracle and the requirement to cooperate is included in any subcontract it awards pertaining to this Master Agreement 2003.

Except as provided in this Amendment, all other terms and conditions, and provisions of the Master Agreement 2003 shall remain in full force and effect as provided therein.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties and is in full force and effect as of the date of the last party to sign.

Oracle Corporation

STATE OF TEXAS, acting by and through the
DEPARTMENT OF INFORMATION
RESOURCES

By: Kathy Klass

By: Patrick W. Hogan

Patrick W. Hogan
Director, Business Operations Division

Name: Kathy Klass

Title: OGRETT Contracts Mgr.

Date: Dec. 8, 2003

Date: 12/2/03

Legal: [Signature]
12/2/03

**APPENDIX I
AUTHORIZED RESELLER LIST**

Symmetrex Solutions

Erin Latham
15552 Fitzhugh Rd
Dripping Springs, TX 78620
(T) 512-402-9525
(F) 512-402-9526
elatham@symmetrexsolutions.com
HUB Certificate/VID #: 1020652844900
Vendor # 26571
<http://www.symmetrexsolutions.com>

Solbourne Computer, Inc.

Jennie Green
1790 38th Street, Suite 300
Boulder, CO 80301
(T) 303-417-2800
(F) 303-417-2820
jgreen@solbourne.com
<http://www.solbourne.com>

DLT Solutions, Inc.

Patrick Gallagher
360 Herndon Parkway, Suite 700
Herndon, VA 20170
(T) 703-708-9109
(F) 703-709-8450
patrick.gallagher@dlt.com
<http://www.dlt.com>

Mythics, Inc.

Doug Altamura
1439 N. Great Neck Rd. Suite 201
Virginia Beach, VA 23454
(T) 757-412-4020
(F) 757-412-1060
daltamura@mythics-inc.com
<http://www.mythics-inc.com>

**AMENDMENT 2
CONTRACT DIR-VPC-03-018**

**between
State of Texas, acting by and through the Department of Information Resources
and
Oracle Corporation**

This Amendment 2 is hereby affixed to and shall become part of Contract No. DIR-VPC-03-018 dated April 21, 2003, ("Contract") between the State of Texas, acting by and through the Department of Information Resources ("DIR") and Oracle Corporation ("Oracle"). This Amendment, as incorporated into the Contract, is subject to all terms, conditions, restrictions and limitations contained in the Contract not in conflict with this Amendment including the limitation of liability provision.

The Contract is hereby modified and agreed to as follows:

1. Section 3., Merger of Appendices/Order of Precedence. Delete Appendices B and C and replace with the following:

Appendix B, Oracle E-Business Global Price List, dated January 23, 2004
Appendix C, Oracle E-Business Global Price List Supplement, dated January 23, 2004

Except as provided in this Amendment, all other terms and conditions, and provisions of the Master Agreement 2003 shall remain in full force and effect as provided therein.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties and is in full force and effect as of the date of the last party to sign.

Oracle Corporation

STATE OF TEXAS, acting by and through the
DEPARTMENT OF INFORMATION
RESOURCES

By: Kathy Klass

By: Patrick W. Hogan
Patrick W. Hogan

Name: Kathy Klass

Director, Business Operations Division

Title: OGETH Contracts Mgr

Date: May 28, 2004

Date: 5/27/04

Legal: [Signature]
5/27/04

APPENDIX B



E-Business Global Price List
January 23, 2004

Oracle Database

Named User Plus License

Processor License

Oracle Database						
Standard Edition One ¹⁰	149	22.35	10.43	4,995	749.25	349.65
Standard Edition ^{5,7}	300	45.00	21.00	15,000	2,250.00	1,050.00
Enterprise Edition ^{7,8}	800	120.00	56.00	40,000	6,000.00	2,800.00
Personal Edition ⁹	400	60.00	28.00	-	-	-
Lite	100	15.00	7.00	-	-	-

Enterprise Edition Options: ²

Real Application Clusters ⁷	400	60.00	28.00	20,000	3,000.00	1,400.00
Partitioning ⁷	200	30.00	14.00	10,000	1,500.00	700.00
OLAP	400	60.00	28.00	20,000	3,000.00	1,400.00
Data Mining	400	60.00	28.00	20,000	3,000.00	1,400.00
**Spatial	200	30.00	14.00	10,000	1,500.00	700.00
Advanced Security	200	30.00	14.00	10,000	1,500.00	700.00
Label Security	200	30.00	14.00	10,000	1,500.00	700.00

Enterprise Managers: ²

Diagnostics Pack	60	9.00	4.20	3,000	450.00	210.00
Tuning Pack	60	9.00	4.20	3,000	450.00	210.00
Change Management Pack	60	9.00	4.20	3,000	450.00	210.00
Configuration Management Pack	60	9.00	4.20	3,000	450.00	210.00

Internet Application Server ¹

TopLink	100	15.00	7.00	5,000	750.00	350.00
Java Edition	100	15.00	7.00	5,000	750.00	350.00
Standard Edition ⁷	200	30.00	14.00	10,000	1,500.00	700.00
Enterprise Edition	400	60.00	28.00	20,000	3,000.00	1,400.00

Internet Application Server Standard Edition Options: ¹³

Identity Management	100	15.00	7.00	5,000	750.00	350.00
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Internet Application Server Managers: ¹²

Diagnostics Pack	60	9.00	4.20	3,000	450.00	210.00
Configuration Management Pack	60	9.00	4.20	3,000	450.00	210.00

Tools

Internet Developer Suite	5,000	750.00	350.00	-	-	-
Discoverer Desktop Edition	1,000	150.00	70.00	-	-	-
JDeveloper	895	149.25	69.65	-	-	-
Programmer	1,000	150.00	70.00	-	-	-

Collaboration

**Collaboration Suite ⁶	60	10.00	5.00	-	-	-
Perpetual License	60	10.00	5.00	-	-	-
1 Year Subscription License	15	10.00	5.00	-	-	-
Files ⁶	45	8.00	3.00	-	-	-
Perpetual License	11	8.00	3.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-
Email ⁶	11	8.00	3.00	-	-	-
Perpetual License	11	8.00	3.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-
**Web Conferencing ⁶	11	8.00	3.00	-	-	-
Perpetual License	11	8.00	3.00	-	-	-
1 Year Subscription License	45	8.00	3.00	-	-	-

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

**As of the Effective Date of the Master Agreement 2003, current releases of the programs marked with * ** * do not meet the requirements of Appendix A: Paragraph 4 (Technology Access Clause).

	Named User Plus License	Oracle Database	Processor License	Computer License	Prices in USA (Dollar)
Data Warehousing Products					
**Express Server	800	120.00	56.00	40,000	2,800.00
**Express Analyzer	800	120.00	56.00	-	-
**Express Objects	5,000	750.00	350.00	-	-
Open System Gateways					
Mainframe Integration Gateways	-	-	-	15,000	2,250.00
Enterprise Integration Gateways	-	-	-	95,000	14,250.00
EDA/SQL Gateways	-	-	-	35,000	5,250.00
Each Additional EDA/SQL Driver	-	-	-	120,000	18,000.00
	-	-	-	60,000	9,000.00
**RosettaNet Adapter ¹¹	30,000	4,500.00	2,100.00	-	-
**Application Adapters ³	30,000	4,500.00	2,100.00	-	-
**Mainframe and TP-Monitor Adapters ⁴	60,000	9,000.00	4,200.00	-	-

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

² Enterprise Edition Options & Enterprise Managers 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 licensed per Adapter. Application Adapters are available for: PeopleSoft, SAP, Siebel & JD Edwards.

⁴ Mainframe and TP-Monitor Adapters are licensed per Adapter. Mainframe and TP-Monitor Adapters are available for: CICS, IMS/DB, IMS/MTM, VSAM, and Tuxedo.

⁵ Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 processors. 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 of four processors per cluster (2 2-way nodes, 4 1-way nodes, and 1 1-way and 1 3-way).

⁶ 2-Year and 4-Year Term Licenses are not available for Collaboration products. Customers must purchase Software Updates when purchasing Product Support. Outsourcing for Collaboration products is optional for customers purchasing Collaboration product licenses. Customers must purchase Software Updates and Product Support when purchasing Outsourcing. E-Business Discount Schedule applies to License, Software Updates, and Product Support fees. Outsourcing Discount Schedule applies to Outsourcing for Collaboration products.

Outsourcing for this product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on <http://essource.oraclecorp.com> for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.

⁷ 3-Year Term License available at 50% of Perpetual License; 5-Year Term License available at 70% of Perpetual License.

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 processors. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses.

¹¹ RosettaNet Adapter is licensed per Processor.

¹² Internet Application Server Managers must match the number of licenses of the associated Internet Application Server (Excluding TopLink, for which these Manager 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.

¹³ Standard Edition Options must match the number of licenses of the associated Oracle Internet Application Server Standard Edition.

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

**As of the Effective Date of the Master Agreement 2003, current releases of the programs marked with " ** " do not meet the requirements of Appendix A: Paragraph 4 (Technology Access Clause).

Oracle Rdb

	Named User Plus Licenses	Processor Licenses	Processor Licenses	Processor Licenses	Processor Licenses	Processor Licenses
Rdb Server Products ¹						
**Rdb Enterprise Edition	800	120.00	56.00	40,000	6,000.00	2,800.00
**CODASYL DBMS	800	120.00	56.00	-	-	-
Rdb Server Options:						
**TRACE ²³	100	15.00	7.00	5,000	750.00	350.00
Rdb Development, Query and Reporting Tools						
**Programmer for Rdb ⁴	1,000	150.00	70.00	-	-	-
**CDD/ Repository	5,000	750.00	350.00	-	750.00	350.00
**CDD/R Runtime ⁵	-	-	-	5,000	-	-

¹ If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.

² Rdb Server Options must match the number of licenses of the associated database.

³ TRACE may also be licensed with CODASYL DBMS.

⁴ Oracle precompilers supported via SQL*Net for Rdb for use across Oracle & Rdb Servers.

⁵ CDD/R Runtime is an unlimited use license for applications requiring CDD/R deployment licenses.

4-Year Term License at 80% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

**As of the Effective Date of the Master Agreement 2003, current releases of the programs marked with " ** " do not meet the requirements of Appendix A: Paragraph 4 (Technology Access Clause).

Oracle E-Business Suite

E-Business Suite 2003 Professional User ¹²
 E-Business Suite 2003 Professional User (external usage) ¹²

Product/Option	Unit	Price	Quantity	Notes
Intelligence				
***E-Business Intelligence	In Bundle 1 *	3,995		
Balanced Scorecard		995		
Financials & Sales Analyzers		599.25	10%	Professional User 2003
		149.25	1	Professional User 2003 - External
		279.65		
		69.65		
		279.65	10	Application User
		139.65	20	Application User
		104.65	5	Application User
Marketing and Sales				
***Marketing	In Bundle 1 *	4,995		
***Trade Management		7,990		
***Option: Advanced Pricing ¹		1,196.50		
***TeleSales	*	299.25		
***Option: Advanced Pricing ¹		899.25		
***Field Sales	*	299.25		
***Quoting		599.25		
***Option: Advanced Pricing ¹		179.25		
***Partner Management ¹⁴		299.25		
***Proposals ¹⁴		149.25		
***Incentive Compensation		995		
		395		
		495		
		74.25		
		349.65	10	Marketing User
		559.30	20	Marketing User
		139.65	20	Marketing User
		419.65	10	TeleSales User
		139.65	10	TeleSales User
		279.65	10	Field Sales User
		83.65	10	Field Sales User
		139.65	10	Field Sales User
		69.65	100	Partner Organization
		27.65	25	Application User
		34.65	10	Compensated Individual
Order Management				
Order Management ³	In Bundle 1 *	3,995		
		0.2000		
Option: Advanced Pricing ¹		0.0300		
		1,995		
		0.1000		
Option: Release Management ¹		0.0300		
Configurator ⁴		150,000		
***Store ⁴		50,000		
		599.25	5	Order Management User
		0.0140	100,000	Electronic Order Line
		139.65	10	Order Management User
		0.0070	100,000	Electronic Order Line
		0.0140	100,000	Electronic Order Line
		10,500.00	1	Processor
		3,500.00	2	Processor
Logistics				
Inventory Management	In Bundle 1 *	3,995		
Option: Mobile Supply Chain Applications ^{1,15}		1,495		
Option: Warehouse Management ^{1,15}		3,000		
Option: Transportation ^{1,14,15,16}		1,995		
		599.25	5	Inventory/Shipping User
		224.25	5	Inventory/Shipping User
		450.00	20	Inventory/Shipping User
		299.25	20	Inventory/Shipping User
Supply Chain Planning				
Advanced Supply Chain Planning		1,500		
Option: Constraint Based Optimization ¹		375		
Inventory Optimization		750		
***Global Order Promising		300		
Demand Planning		600		
Collaborative Planning ¹⁴		500		
		225.00	60	\$M Cost of Goods Sold
		56.25	60	\$M Cost of Goods Sold
		112.50	60	\$M Cost of Goods Sold
		45.00	60	\$M Cost of Goods Sold
		90.00	60	\$M Cost of Goods Sold
		75.00	60	\$M Cost of Goods Sold
Procurement				
Purchasing ²	In Bundle 1 *	3,995		
Option: Sourcing ¹		7,995		
Option: iSupplier Portal ¹		7,995		
iProcurement		5		
Exchange Marketplace ⁶		5,000		
		599.25	5	Purchasing User
		1,199.25	5	Purchasing User
		1,199.25	5	Purchasing User
		0.3500	5,000	Purchase Line
		750.00	300	\$M Annual Transaction Volume
Manufacturing				
Discrete Manufacturing ²	In Bundle 1 *	3,995		
Option: Mobile Supply Chain Applications ^{1,16}		1,495		
Option: Flow Manufacturing ^{1,16}		2,995		
***Option: Manufacturing Scheduling ^{1,16}		1,495		
Process Manufacturing ²	*	3,995		
		599.25	10	Manufacturing User
		224.25	10	Manufacturing User
		449.25	10	Manufacturing User
		224.25	10	Manufacturing User
		599.25	10	Manufacturing User

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

**As of the Effective Date of the Master Agreement 2003, current releases of the programs marked with * ** do not meet the requirements of Appendix A: Paragraph 4 (Technology Access Clause).

Oracle E-Business Suite

Maintenance Management									
Enterprise Asset Management									
**Self-Service Work Requests									
Service									
**TeleService									
Service Contracts									
**Field Service									
**Option: Spares Management ¹									
**Option: Advanced Scheduler ^{1,14}									
**Option: Mobile Field Service ¹⁴									
**Depot Repair									
**Support ¹									
Projects									
Project Costing ²									
Option: Project Billing ¹⁷									
**Project Resource Management									
**Project Collaboration ¹⁴									
**Project Management ¹⁴									
Project Contracts									
Product Lifecycle Management									
**Advanced Product Catalog ¹⁴									
**CADView-3D									
Financial									
Financials ²									
**Option: Activity Based Management ^{1,10}									
Advanced Collections									
Internet Expenses									
iReceivables									
Treasury									
**Internal Controls Manager ¹⁴									
Human Resources									
Human Resources									
Self-Service Human Resources									
Advanced Benefits									
iRecruitment									
Training Administration									
iLearning									
Payroll									
Time and Labor ¹⁴									
HR Intelligence									
Data Librarian									
**Customer Data Librarian ¹⁴									
**Customers Online ¹⁴									
Interaction Center Technology									
Advanced Inbound Telephony									
Advanced Outbound Telephony									
Scripting									
eMail Center									

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License

**As of the Effective Date of the Master Agreement 2003, current releases of the programs marked with * ** do not meet the requirements of Appendix A: Paragraph 4 (Technology Access Clause).

Oracle E-Business Suite

Product/Service	Quantity	Unit Price	Total Price	Unit Description	Quantity	Unit Price	Total Price
Other							
**Customer Model ¹⁴	2,995	449.25	1,345,825	Application User	10	209.65	2,096.50
Tutor for Applications ⁵	495	74.25	36,752.25	Application User	5	34.65	173.25
Self-Service Tutor for Applications ⁵	20	3.00	60.00	Employee	5	1.40	7.00
**Applications Read-Only User	1,495	224.25	335,262.50	Application Read-Only User	1	104.65	104.65
(for Financials, Purchasing, Project Costing, Service Contracts, Discrete Manufacturing, and Process Manufacturing)							
Communications/Utilities							
**CRL Financial Management ^a	249,995	37,499.25	9,374,825	Module	1	17,499.65	17,499.65
	0,2500	0.0375	93.75	Per Subscriber Thereafter	1	0.0175	0.175
**Network Logistics (Network Asset Tracking) ^b	249,995	37,499.25	9,374,825	1st,200,000 Subscribers	1	17,499.65	17,499.65
	0,5000	0.0750	375.00	Per Subscriber Thereafter	1	0.0350	0.350
**Telco Provisioning ^a	249,995	37,499.25	9,374,825	Module	1	17,499.65	17,499.65
	1,50	0.2250	337.50	Per Subscriber Thereafter	1	0.1050	1.050
**Number Portability ^a	249,995	37,499.25	9,374,825	Module	1	17,499.65	17,499.65
	10	1.50	15.00	Ported Number/Year	1	0.7000	0.7000
Public Sector/University							
Student System ¹⁴	115	17.25	1,973.75	FTE Student	3,000	8.05	24,150.00
**Financial Aid ¹⁴	30	4.50	135.00	FTE Student	3,000	2.10	6,300.00
**Student Recruiting ¹⁴	30	4.50	135.00	FTE Student	3,000	2.10	6,300.00
**Grants	3,995	599.25	2,393,997.50	Application User	5	279.65	1,398.25
Financial Services							
**Performance Analyzer	70	10.50	735.00	Employee	1,000	4.90	4,900.00
**Transfer Pricing	70	10.50	735.00	Employee	1,000	4.90	4,900.00
**Transfer Pricing Online	750	112.50	84,375.00	Application User	5	52.50	262.50
**Budgeting and Planning	3,000	450.00	1,350,000.00	Application User	5	210.00	1,050.00
**Risk Manager	60	9.00	540.00	Employee	1,000	4.20	4,200.00
**Financial Data Manager	200,000	30,000.00	6,000,000.00	Computer	1	14,000.00	14,000.00
**Financial Services Provisioning	0,2000	0.0300	60.00	Service Order Line	50,000	0.0140	700.00
**Lease Management ^{13,14}	2,000	300.00	600,000.00	\$M Managed Assets	500	140.00	70,000.00
Health Care							
**Adverse Event Reporting System	15,000	2,250.00	33,750,000.00	Application User	5	1,050.00	5,250.00
**Clinical	15,000	2,250.00	33,750,000.00	Application User	5	1,050.00	5,250.00
**Option: Distributed Study Conduct ¹	3,000	450.00	1,350,000.00	Application User	5	210.00	1,050.00
**Remote Data Capture ⁹	9	1.35	12.15	CRF Page	10,000	0.6300	6,300.00
**Thesaurus Management System ⁷	10,000	1,500.00	15,000,000.00	Application User	9	700.00	6,300.00
**Thesaurus Management System - Read-Only ⁷	9,000	1,350.00	12,150,000.00	Application User	1	630.00	630.00
**Clinical TrialMinder ¹⁴	1,000	150.00	150,000.00	Application Read-Only User	5	70.00	350.00
**Clinical SiteMinder ¹⁴	5,000	750.00	3,750,000.00	Application User	10	350.00	3,500.00
**Clinical SiteMinder ¹⁴	5,000	750.00	3,750,000.00	Application User	10	350.00	3,500.00
**Healthcare Transaction Base ^{4,14}	1,000	150.00	150,000.00	Named User Plus	50	70.00	3,500.00
	100,000	15,000.00	1,500,000.00	Processor	1	7,000.00	7,000.00
High Tech							
Shop Floor Management	4,995	749.25	3,743,122.50	\$M Cost of Goods Sold	30	349.65	10,489.50
**Supply Chain Trading Connector for RosettaNet ¹⁴	50,000	7,500.00	375,000,000.00	PIP	2	3,500.00	7,000.00
Aerospace, Defense and Transportation							
**Complex Maintenance, Repair & Overhaul ¹⁴	14,995	2,249.25	33,697,122.50	Application User	10	1,049.65	10,496.50

4-Year Term License at 60% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License
 **As of the Effective Date of the Master Agreement 2003, current releases of the programs marked with " " do not meet the requirements of Appendix A: Paragraph 4 (Technology Access Clause).

Oracle E-Business Suite

- ¹ An option must be licensed at the same level as its parent. Example: number of Flow Manufacturing users = number of Discrete Manufacturing users. If the parent has multiple metrics, the option must be licensed at the same level as its parent for each metric. Example: number of Advanced Pricing users = number of Order Management users AND number of Advanced Pricing Electronic Order Lines = number of Order Management Electronic Order Lines.
- ² Primary Usage: is defined as each User of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each such User is counted only once based on primary usage. You must specify how many Users you are licensing for each application. Primary Usage of one of the applications listed above provides the User with the right to use any or all of the other application programs listed above for which you are licensed. Primary Usage does not provide you with the right to use other application programs including the extensions or options to the application programs listed above.
- ³ Order Management is licensed based upon the number of application users AND the number of order lines entered from any source other than those entered by licensed Order Management Users. Order Management User licenses are required for all individuals who are using Order Management. In addition, any order that is entered electronically into Order Management must be licensed using the Electronic Order Line metric. This applies to order lines originating in iStore, Quoting, EDI/XML transactions, legacy applications or any other source. (Order lines entered manually by the licensed Order Management users are covered under the Order Management User license)
- ⁴ For the purpose of licensing this program (except Healthcare Transaction Base), only the processors on which 9IAS Standard Edition and/or Enterprise Edition and this program are running are counted for the purpose of determining the number of processors required to license this program. For the purpose of licensing Healthcare Transaction Base, only the processors on which 9IAS 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.
- ⁵ The number of Applications Users for Tutor for Applications must match the number of Application Users of each Application for which the customer is using Tutor. If the application is licensed with a metric based on all the individuals in an organization, i.e., Person, Employee, then everyone in the LOB or organization must be licensed using the Self Service Tutor for Applications. If the application is licensed with any other metric, i.e., Purchase Line, Order Line, then the number of Application Users for Tutor for Applications must match the number of Application Users that the customer would have licensed for the application, had this metric been available.
- ⁶ This product requires HQAPP approval.
- ⁷ If licensed with Clinical, the total number of application users and application read-only users of Thesaurus Management System must match the number of application users of Clinical. If licensed separately, the minimum of application users for Thesaurus Management System is 1, the minimum of application read-only users is 5.
- ⁸ Customers must pay for both the module and the subscriber/workstation fee.
- ⁹ Separate Remote Data Capture licenses are required for remote site-based data entry. In-house entry users require Clinical licenses. Remote Data Capture is licensed by Application User when the annual CRF Page volume cannot be estimated, or if it is more cost effective.
- ¹⁰ If the customer is running Activity Based Management in conjunction with a 3rd party Financials application, and not Oracle Financials, then licenses of Oracle Financials are not required.
- ¹¹ The customer is required to maintain Professional User 2003 licenses for at least 10% of the employee population.
- The official source for the total company employee population is the company's annual report for publicly held companies. For private firms, this information must be verified in writing by a person who is authorized to make such a representation on the firm's behalf
 - A company may not license the E-Business Suite 2003 at the division level, unless it has wholly owned subsidiaries. Lines of Business, Departments, and Organizations within a company are not eligible for the E-Business Suite 2003 pricing regardless of whether they meet the minimum licensing requirements
 - If a company's employee population grows by 10% or more and the company is no longer meeting the minimum license requirements, the company will need to purchase incremental user licenses to satisfy the 10% requirement
 - Once minimums are satisfied, they are not required to be met in subsequent purchases.
- ¹² Customers who licensed Oracle applications under the E-Business Suite pricing model can continue to purchase licenses per pages 5 and 6 of the March 7, 2003 price list. This rule applies also to customers who do not have a price hold.
- ¹³ If Managed Assets are \$10 billion or less, the price per \$M in Managed Assets is 2,000. If Managed Assets are greater than \$10 billion, the price per \$M in Managed Assets for the first 10,000 licenses is 2,000, and the price per \$M in Managed Assets for each additional license is 1,000.
- ¹⁴ 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.
- ¹⁵ Where Inventory Management is licensed across multiple plants or warehouses, the Inventory Management options (Mobile Supply Chain Applications, Warehouse Management, Transportation) can be licensed individually for each plant/warehouse. Within each plant/warehouse using the inventory option, the option must be licensed at the same user count as Inventory Management.
- ¹⁶ Where Discrete Manufacturing is licensed across multiple plants, the Discrete Manufacturing options (Mobile Supply Chain Applications, Flow Manufacturing, Manufacturing Scheduling) can be licensed individually for each plant. Within each plant using the Manufacturing option, the option must be licensed at the same user count as Discrete Manufacturing.
- ¹⁷ Where Projects is licensed across many lines of business, the Project Billing option to Project Costing can be licensed individually for each line of business using the Project Billing option, the option must be licensed at the same user count as Project Costing.
- ¹⁸ If the customer is running Transportation in conjunction with a 3rd party Inventory Management application, and not Oracle Inventory Management, then licenses of Oracle Inventory Management are not required and the customer must count the number of Oracle Order Management users as a proxy for determining the required number of Inventory/Shipping Users licenses needed for Transportation.

GENERAL LICENSING RULES

TERM DESIGNATION

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

- 4 Year Term:** A Program license specifying a 4 Year Term shall commence on the Effective Date of the order and shall continue for a period of 4 years. At the end of the 4 Year Term the Program license shall terminate automatically.
- 2 Year Term:** A Program license specifying a 2 Year Term shall commence on the Effective Date of the order and shall continue for a period of 2 years. At the end of the 2 Year Term the Program license shall terminate automatically.
- 1 Year Term:** A Program license specifying a 1 Year Term shall commence on the Effective Date of the order and shall continue for a period of 1 year. At the end of the 1 Year Term the Program license shall terminate automatically.

ORACLE SUPPORT SERVICES

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

Software Updates (formerly known as Update Subscription)

Software Updates is a service that provides customers with rights to new Oracle releases including product upgrades, maintenance releases and patches. This service may be purchased as a stand-alone annual subscription. Prices shown on this price list are annual fees and apply to both perpetual and term licenses.

Product Support

Product Support is a 24x7 support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle software. Web based support is provided via OracleMetalLink. Features of MetalLink 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. Software Updates is a prerequisite. Prices shown on this price list are annual fees and apply to both perpetual and term licenses.

Advanced Product Support

Advanced Product Support is designed to provide an enhanced level of support to Oracle customers. Advanced Product Support delivers tailored, flexible support solutions built to meet the customers' specific business requirements. Advanced Product 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 Product Support information and pricing.

Incident Support

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

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

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, 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

With the purchase of Incident Support and Incident Server Support Packages, customers receive access to OracleMetalLink, which provides 24x7 web-based technical support, including web-based Technical Assistance Requests.

Customer Support Services Policies and Definitions

The complete policy can be found in the Technical Support Policies at <http://www.oracle.com/support>

ORACLE OUTSOURCING

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 outsourcing for either E-Business Suite or Technology Online must meet the minimum annual net fees for Administration Services of 48,000 USA (Dollar) and minimum monthly net fees of 4,000 USA (Dollar). Customers purchasing outsourcing for both E-Business Suite and Technology Online must meet the minimum annual net fees for Administration Services of 96,000 USA (Dollar) and minimum monthly net fees of 8,000 USA (Dollar). Prices shown on this price list are monthly fees and apply to both perpetual and term licenses.

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 outsourcing for either E-Business Suite or Technology Online must meet the minimum annual net fees for Computer and Administration Services of 72,000 USA (Dollar) and minimum monthly net fees of 6,000 USA (Dollar). Customers purchasing outsourcing for both E-Business Suite and Technology Online must meet the minimum annual net fees for Computer and Administration Services of 144,000 USA (Dollar) and minimum monthly net fees of 12,000 USA (Dollar). Prices shown on this price list are monthly fees and apply to both perpetual and term licenses.

APPENDIX C

ORACLE®

E-Business Global Price List Supplement
January 23, 2004

Included and Prerequisite Products

Certain Oracle products may need other Oracle products to be installed as a prerequisite for their operation. The following is a guide to products which are shipped with the license and products which require a separate license purchase. It is the responsibility of the Sales Representative and Contract Administrator to specify products included with a license but requiring separate order. Version numbers are indicated only where there is a specific license dependency.

Not all platforms have product availability in the same release.

Restricted Use licenses may be used only to run and install the licensed Program with which they are included. Specific restrictions for such licenses are described in the licensed Program's Documentation.

The "Networking Kit" provides all relevant networking software and any available protocol adapters.

Oracle Database		
Standard Edition One	JServer Enterprise Edition, InterMedia, Enterprise Manager, Workflow, Advanced Queuing, Standard Management Pack, Objects Option, Networking Kit, Objects for OLE, Distributed Option, 64 Bit Option, ODBC Driver, and SQL*Plus, OCI. Restricted Use: Oracle Internet Directory for the purposes of storing Oracle Database Service Information.	
Standard Edition	JServer Enterprise Edition, InterMedia, Enterprise Manager, Workflow, Advanced Queuing, Standard Management Pack, Objects Option, Networking Kit, Objects for OLE, Distributed Option, 64 Bit Option, ODBC Driver, and SQL*Plus, OCI and Real Application Clusters. Note that RAC for SE is only available with 10g. It is not an installable option with Database 9i SE. Also, Customers must use Oracle Cluster Ready Services as the clusterware; third party clusterware is not supported, AND Customers must use Oracle Automatic Storage Management to manage all data. Restricted Use: Oracle Internet Directory for the purposes of storing Oracle Database Service Information.	
Enterprise Edition	JServer Enterprise Edition, InterMedia, Objects Option, Networking Kit, Objects for OLE, Advanced Replication Option, Distributed Option, Parallel Query Option, (including bitmap indexes and parallel bitmap-star query), SQL*Plus, Visual Information Retrieval and Workflow. Also included are: Advanced Backup & Recovery, Queuing, Advanced, Connection Manager & Pooling, 64-bit option, MPI, OCI, ODBC Driver, Enterprise Manager and Enterprise backup utility. For OS/390 implementation, use of either Access Manager for CICS or Access Manager for IMS/TM is included. Restricted Use: Oracle Internet Directory for the purposes of storing Oracle Database Service Information.	
Personal Edition	Networking kit, Objects for OLE, SQL*Plus, and ODBC driver. All options available with Oracle Database Enterprise Edition (except RAC).	
Lite	Networking kit, ODBC driver and Oracle Database Lite Mobile Option.	Oracle Database Standard Edition or Oracle Database Enterprise Edition.
Oracle Database Enterprise Edition Options:		
Real Application Clusters	-	Oracle Database Enterprise Edition
Partitioning	Parallel DML, Parallel Index Scans	Oracle Database Enterprise Edition
OLAP	-	Oracle Database Enterprise Edition
Data Mining	-	Oracle Database Enterprise Edition
Spatial	-	Oracle Database Enterprise Edition
Advanced Security	-	Oracle Database Enterprise Edition
Label Security	-	Oracle Database Enterprise Edition
Enterprise Managers:		
Diagnostics Pack	-	Oracle Database Enterprise Edition
Tuning Pack	-	Oracle Database Enterprise Edition, and Diagnostics Pack
Change Management Pack	-	Oracle Database Enterprise Edition
Configuration Management Pack	-	Oracle Database Enterprise Edition
Internet Application Server		
TopLink		
Java Edition	HTTP Server, OC4J (J2EE container and web services), TopLink, BC4J and 5 JDeveloper Named User Plus licenses per Processor	
Standard Edition	TopLink, Portal, and 5 JDeveloper Named User Plus licenses per Processor Restricted Use: (i) Oracle Internet Directory is provided for use with Oracle9iAS Single Sign-On and with other IAS components to provision, store and manage users and groups, their associated security credentials and privileges; to synchronize data with 3rd party directory services; and to store other component-specific metadata. (ii) Oracle9iAS Web Cache is provided only for use with Portal. (iii) The Oracle Database is provided for use with IAS infrastructure for storing product metadata. Storing any other data in the Oracle9iAS infrastructure database requires a full use license of the Oracle Database. (iv) Advanced Security Option limited to Oracle Java SSL library. See question #9 on the IAS FAQ posted on http://esource.oraclecorp.com for additional details. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.	Please refer to Question #9-12 of the Oracle9i Application Server FAQ on http://esource.oraclecorp.com for additional details. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.
Enterprise Edition	Oracle Forms Services, Oracle Reports Services, TopLink, Portal, Discoverer Viewer, Discoverer Plus (Web Functionality), Internet Directory, Identity Management, Application InterConnect Toolkit, Workflow, and 5 JDeveloper Named User Plus licenses per Processor Restricted Use: (i) The Oracle Database is provided for use with IAS infrastructure for storing product metadata. Storing any other data in the Oracle9iAS infrastructure database requires a full use license of the Oracle Database. (ii) Advanced Security Option limited to Oracle Java SSL library. See question #9 on the IAS FAQ posted on http://esource.oraclecorp.com for additional details. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.	Oracle Database Standard Edition. If Discoverer Plus and/or Discoverer Viewer are used then at least 1 copy of IDS is required. Please refer to Question #9-12 of the Oracle9i Application Server FAQ on http://esource.oraclecorp.com for additional details. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.
Internet Application Server Standard Edition Options:		
Identity Management	-	Internet Application Server Standard Edition
Internet Application Server Managers:		
Diagnostics Pack	-	Internet Application Server
Configuration Management Pack	-	Internet Application Server

Tools		
Internet Developer Suite	Designer, Forms Developer, Reports Developer, JDeveloper, Business Components for Java, Discoverer Administration Edition, Warehouse Builder, SQL*Plus and 1 license of Discoverer Desktop Edition restricted to the Named User of IDS. Restricted Use: IAS Enterprise Edition and its options restricted to testing and debugging the deployment of application developed with IDS, Oracle Database Enterprise Edition and its options.	
Discoverer Desktop Edition		Oracle Database Personal Edition, Oracle Database Standard Edition or Oracle Database Enterprise Edition. There needs to be at least 1 licensed copy of IDS.
JDeveloper	Restricted Use: IAS Enterprise Edition restricted to testing and debugging the deployment of application developed with JDeveloper, Oracle Database Enterprise Edition.	
Programmer	Oracle Objects for OLE, Oracle precompilers & SQL Module (based on platform availability), ODBC and OCI, Access Manager for CICS and IMS/TM with Oracle Programmer on the OS/390 platform.	
Collaboration		
Collaboration Suite	Files, Email, Email Server, Web Conferencing (when available). Restricted use: Oracle9IAS Enterprise Edition (including options) and Oracle9 Database Enterprise Edition (including options) solely for the purpose of running the Oracle Collaboration Suite	
Files	Restricted use: Oracle9IAS Enterprise Edition (including options) and Oracle9 Database Enterprise Edition (including options) solely for the purpose of running Files	
Email	Email Server. Restricted use: Oracle9IAS Enterprise Edition (including options) and Oracle9 Database Enterprise Edition (including options) solely for the purpose of running Email	
Web Conferencing	Restricted use: Oracle9IAS Enterprise Edition (including options) and Oracle9 Database Enterprise Edition (including options) solely for the purpose of running Web Conferencing	
Data Warehousing Products		
Express Server	Express Web Agent (with v6.0 and later of Express Server)	
Express Analyzer	Express Web Publisher	Express Server
Express Objects	Express Web Publisher	Express Server, Express Analyzer for users of the deployed application.
Integration Products		
Open System Gateways	Open System Gateways include Oracle Transparent Gateways for MS SQL Server, Sybase, Rdb, Ingres, Informix, Teradata, and RMS. Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server	Oracle Database Standard Edition or Oracle Database Enterprise Edition
Mainframe Integration Gateways	Mainframe Integration Gateways include Oracle Transparent Gateways for DB2. Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server.	Oracle Database Standard Edition or Oracle Database Enterprise Edition
Enterprise Integration Gateways	Enterprise Integration Gateways include Access Manager for AS/400, Procedural Gateway for MQ Series, APPC, Transparent Gateway for DB2/400 and IBM DRDA. Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server.	Oracle Database Standard Edition or Oracle Database Enterprise Edition
EDA/SQL Gateways	Restricted Use: Oracle Database Enterprise Edition for use as the licensed Gateway's integrating server	Oracle Database Standard Edition or Oracle Database Enterprise Edition
RosettaNet Adapter		Internet Application Server Enterprise Edition
Application Adapters		Internet Application Server Enterprise Edition
Mainframe and TP-Monitor Adapters		Internet Application Server Enterprise Edition
Rdb Server Products		
Rdb Enterprise Edition	Networking Kit, ODBC driver, Distributed Option, Replication Option, Parallel Query Option, 64-bit Option, and Rdb DataBase Integrator (DBI)	
CODASYL DBMS		
Rdb Server Options:		
TRACE		Rdb Enterprise Edition or CODASYL DBMS
Development, Query and Reporting Tools		
Programmer for Rdb	Oracle Rdb and RDBPRE Precompilers, Rdb SQL Module, ODBC, OCI and Objects for OLE (Windows version only)	Rdb Enterprise Edition
CDD/ Repository	Full Use CDD/R license for developers only. Restricted Use: Rdb Server for CDD/R metadata	
CDD/R Runtime	Restricted Use: Rdb Server for CDD/R metadata	

All Oracle Applications		
No modifications	Oracle Alert, Application Object Library, Report Manager, Management Pack for Oracle Applications, EDI Gateway. Restricted Use: Oracle Database Enterprise Edition, Programmer and IAS Enterprise Edition for the underlying technology as invoked by the unmodified E-Business Suite applications. Restricted Use: IDS for installing and configuring discoverer workbooks and end user layer content. Additionally, IDS for warehouse metadata to support EDW delivered with Oracle Apps (Forms and Report Builders for diagnostics purposes only)	-
Modifications implemented as Java programs which include Java that produces html interface or Java business logic	Oracle Alert, Application Object Library, Report Manager, Management Pack for Oracle Applications, EDI Gateway. Restricted Use: Oracle Database Enterprise Edition and Programmer for the underlying technology as invoked by the unmodified E-Business Suite applications	1. JDeveloper for the total number of developers who are not licensed for IDS and are building Java Programs using JDeveloper that accesses the existing application schema 2. IDS or Discoverer Desktop Edition for the total number of developers who are performing these modifications
Modifications that require IDS or Discoverer Desktop Edition only (This includes creation/modification of reports, forms and workbooks)		3. IAS EE for the total number of end users or Processors for which the modifications are deployed 4. If deploying client/server workbooks, Discoverer Desktop edition for the total number of users
Modifications to the database (This includes adding/changing tables, columns, stored procedures and triggers)	Oracle Alert, Application Object Library, Report Manager, Management Pack for Oracle Applications, EDI Gateway. Restricted Use: Diagnostic Pack restricted to the instance of the database where the application is run (if there are other database instances not pertaining to the application and the customer wants to use Diagnostic Pack, the customer must buy a full use license of the Diagnostic Pack for the other database instances).	1. Database Enterprise Edition for the total number of actual users or Processors 2. IAS EE for the total number of end users or Processors for which the modifications are deployed 3. Programmer and IDS for the total number of developers who are performing these modifications 4. JDeveloper for the total number of developers who are not licensed for IDS and are building Java Programs using JDeveloper that accesses the existing application schema 5. If deploying client/server workbooks, Discoverer Desktop edition for the total number of users
The prerequisites in the modifications tables above must be added to the product level prerequisites listed below. For detailed rules, please consult the Customer Facing Document <i>Prerequisites</i> located on http://esource.oraclecorp.com		
E-BUSINESS SUITE		
Component Applications		
Intelligence		
E-Business Intelligence	Supply Chain Intelligence, Purchasing Intelligence, Financials Intelligence, Process Manufacturing Intelligence, Discrete Manufacturing Intelligence. Restricted Use: IDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included	If using Supply Chain Intelligence: Process Manufacturing or Discrete Manufacturing or Order Management or Advanced Supply Chain Planning. If using Purchasing Intelligence: Purchasing. If using Financials Intelligence: Financials or any of the individual applications now included in the Financials bundle
Balanced Scorecard	Balanced Scorecard Developer	-
Financials & Sales Analyzers	Sales Analyzer, Financial Analyzer. The included products that apply to all of the Oracle Applications do not apply to Financials & Sales Analyzers	Express Server. The product prerequisites that apply to all of the Oracle Applications do not apply to Financials & Sales Analyzers
Marketing and Sales		
Marketing	Marketing Encyclopedia System	-
Trade Management	-	-
Advanced Pricing	-	If used as an option to Marketing: Marketing
TeleSales	Restricted Use: Quoting, Order Management (restricted to Order Entry Workbench)	-
Advanced Pricing	-	If used as an option to TeleSales: TeleSales
Field Sales	Mobile Sales, Wireless Option for Sales. Restricted Use: Oracle Database Lite	-
Quoting	-	If orders passed into Order Management: Order Management (licensed by Electronic Order Lines) for all orders passed into OM
Advanced Pricing	-	If used as an option to Quoting: Quoting
Partner Management	-	-
Proposals	-	Quoting If used to include quotes in proposals
Incentive Compensation	-	-
Order Management		
Order Management	Restricted Use: iPayment	Inventory Management for people in the inventory department
Advanced Pricing	-	If used as an option to Order Management: Order Management
Release Management	-	Order Management
Configurator	Configurator Developer. Restricted use: Inventory Management and Bills of Material for the purpose of setting up items and bills	-
iStore	Restricted Use: iPayment	-
Logistics		
Inventory Management	Restricted Use: Order Management (restricted to Shipping)	-
Mobile Supply Chain Applications	-	If used as an option to Inventory Management: Inventory Management
Warehouse Management	Mobile Supply Chain Applications	Inventory Management
Transportation	-	Inventory Management
Supply Chain Planning		
Advanced Supply Chain Planning	-	-
Constraint Based Optimization	-	Advanced Supply Chain Planning
Inventory Optimization	-	-
Global Order Promising	-	-
Demand Planning	-	Express Server
Collaborative Planning	-	-
Procurement		
Purchasing	Supplier Scheduling	-
Sourcing	-	Purchasing
iSupplier Portal	-	Purchasing
iProcurement	Purchasing Connect for TPN Registrar, Internet Procurement InterConnect for SAP R/3. Restricted use: Application InterConnect Toolkit, Message Broker, Purchasing.	-
Exchange Marketplace	-	-

Manufacturing		
Discrete Manufacturing	Bills of Material, Capacity, Cost Management, Engineering, Inventory Management, Master Scheduling/MRP, Quality, Work in Progress, Project Manufacturing	Project Billing and Project Costing for users of Project Manufacturing only
Mobile Supply Chain Applications	-	If used as an option to Discrete Manufacturing: Discrete Manufacturing
Flow Manufacturing	-	Discrete Manufacturing
Manufacturing Scheduling	-	Discrete Manufacturing or Process Manufacturing
Process Manufacturing	-	-
Maintenance Management	-	-
Enterprise Asset Management	Restricted use: Inventory Management	-
Self-Service Work Requests	-	Enterprise Asset Management
Service	-	-
TeleService	Support, Customer Care	-
Service Contracts	-	-
Field Service	-	-
Spares Management	Restricted use: Inventory Management	Field Service
Advanced Scheduler	-	Field Service. May require NAVTECH spatial data that must be licensed from Navigation Technologies Inc. The data is currently available for the US, Canada, and Western Europe. Therefore, Advanced Scheduler may be sold only in these regions. Contact NAVTECH: In North America, at Oracle_navtech@navtech.com or +1.408.617.5121. In Europe, at Oracle_navtech@navtech.nl or 31 (0) 4-89-33-14-36
Mobile Field Service	Wireless Option for Service. Restricted Use: Oracle Database Lite for Mobile Field Service users, Wireless Option for IAS EE for Wireless Option for Service users	Field Service
Depot Repair	-	-
iSupport	-	-
Projects	-	-
Project Costing	Activity Management Gateway, Project Management	-
Project Billing	-	Project Costing
Project Resource Management	Activity Management Gateway	-
Project Collaboration	-	Project Management for the project managers and project leads. Files if documents are stored in Oracle's document management solution and shared via Project Collaboration
Project Management	Project Collaboration for licensed Project Management users only, all other users need to be licensed. Restricted use of Project Costing and Project Billing, restricted to visibility and financial control of information processed in these products. Project Connect for Microsoft Project. Activity Management Gateway	Files if documents are stored in Oracle's document management solution and shared via Project Management
Project Contracts	-	-
Product Lifecycle Management	-	-
Advanced Product Catalog	-	-
CADView-3D	-	-
Financial	-	-
Financials	Assets, Cash Management, General Ledger, Payables, Receivables/Revenue Accounting, Global Consolidation System, Property Manager, CPG Trade Accounting, Public Sector Budgeting, Public Sector General Ledger, Public Sector Receivables, Public Sector Payables, U.S. Federal General Ledger, U.S. Federal Receivables, U.S. Federal Payables, Public Sector General Ledger (International), Public Sector Receivables (International), Public Sector Payables (International), Public Sector Assets (International). Restricted Use: iPayment	-
Activity Based Management	Activity Based Management Analyzer, SEM Exchange	Financials
Advanced Collections	Restricted Use: iPayment	-
Internet Expenses	Restricted Use: Financials	-
iReceivables	Restricted Use: iPayment	-
Treasury	-	-
Internal Controls Manager	Self-Service Tutor for Applications	-
Human Resources	-	-
Human Resources	-	-
Self-Service Human Resources	-	Human Resources
Advanced Benefits	Restricted Use: Human Resources	-
iRecruitment	Restricted Use: HR and HR Intelligence	-
Training Administration	Restricted Use: iPayment	-
iLearning	-	-
Payroll	Restricted Use: Human Resources	All sales of US and Canadian Payroll include delivery of the required Vertex Tax Calculation Module. Customer must enter a license agreement with Vertex for the tax maintenance subscription (http://www.vertexinc.com/oracle_salesinfo.asp)
Time and Labor	Restricted Use: Human Resources	-
HR Intelligence	Restricted Use: IDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Human Resources

Data Libraries		
Customer Data Librarian	-	-
Customers Online	-	-
Interaction Center Technology		
Advanced Inbound Telephony	Interaction Blending	TeleService, TeleSales, or Advanced Collections
Advanced Outbound Telephony	Interaction Blending	TeleService, TeleSales, or Advanced Collections. If telephony integration is required: Advanced Inbound Telephony
Scripting	Interaction Center Intelligence	If list management for Scripting Survey is required: Marketing
eMail Center	Email Server	TeleService or TeleSales
Other		
Customer Model	-	-
Tutor for Applications	Tutor for Financials, Tutor for Projects, Tutor for Purchasing, Tutor for Order Management, Tutor for Discrete Manufacturing, Tutor for Human Resources, Tutor for Payroll, Tutor for Time Management, Tutor for Training Administration, Tutor Tool	-
Self-Service Tutor for Applications	Tutor for Financials, Tutor for Projects, Tutor for Purchasing, Tutor for Order Management, Tutor for Discrete Manufacturing, Tutor for Human Resources, Tutor for Payroll, Tutor for Time Management, Tutor for Training Administration, Tutor Tool	-
Vertical Applications		
Communications/Utilities		
CRL Financial Management	-	Financials and Project Costing
Network Logistics (Network Asset Tracking)	Network Logistics - NATS	Order Management (licensed by Order Management User and Electronic Order Lines) and Purchasing
Teleco Provisioning	-	-
Number Portability	-	-
Public Sector/University		
Student System	Restricted Use: iPayment	-
Financial Aid	-	Student System
Student Recruiting	Marketing and TeleSales	-
Grants	Grants Accounting, Grants Proposal, Labor Distribution. Restricted use: Project Billing and Project Costing	-
Financial Services		
Performance Analyzer	Financial Data Manager	Oracle Database Enterprise Edition and Partitioning
Transfer Pricing	Financial Data Manager	Oracle Database Enterprise Edition and Partitioning
Transfer Pricing Online	-	Transfer Pricing
Budgeting and Planning	Restricted use: Risk Manager, Financials & Sales Analyzers (Financial Analyzer functionality only), Financial Data Manager	Oracle Database Enterprise Edition, Express Server, Partitioning
Risk Manager	Financial Data Manager	Oracle Database Enterprise Edition and Partitioning
Financial Data Manager	Balance & Control, System Administrator, Portfolio Analyzer. Restricted Use: IDS restricted to Oracle Warehouse Builder for use as the metadata repository and to map flexfields to placeholders in target instances. Other use such as extension of the schema, mapping other sources to the interface tables, creating and generating other targets not included.	Oracle Database Enterprise Edition and Partitioning
Financial Services Provisioning		
Lease Management	Human Resources (restricted use for setup of workflow users), Inventory (restricted use for setup of lease item masters)	Financials
Health Care		
Adverse Event Reporting System	-	-
Clinical	Restricted Use: Remote Data Capture for in-house use	Remote Data Capture for remote site use
Distributed Study Conduct Option	-	Clinical
Remote Data Capture	Restricted Use: Clinical	-
Thesaurus Management System	-	-
Clinical TrialMinder	-	Customer must enter a license agreement with Macromedia & Crystal Decisions to acquire Cold Fusion & Crystal Reports, respectively.
Clinical SiteMinder	-	Customer must enter a license agreement with Macromedia & Crystal Decisions to acquire Cold Fusion & Crystal Reports, respectively.
Healthcare Transaction Base	-	Oracle Database Enterprise Edition, IAS Enterprise Edition
High Tech		
Shop Floor Management	-	Discrete Manufacturing
Supply Chain Trading Connector for RosettaNet	-	-
Aerospace, Defense and Transportation		
Complex Maintenance, Repair & Overhaul	-	-
EDUCATION SUBSCRIPTION		
Learning Subscription	-	-

Product Migration Listings

When moving supported licenses from one operating system to another, the only cost associated with moving supported licenses from one operating system to another is the cost of the new CD Pack. If a CD Pack isn't available for a particular operating system, customers can contact Client Relations to see whether the product is available on the desired operating system. Shipping and media charges may apply.

Price Name Changes (for price holds)

Old Name

Darwin Data Mining Suite
 Darwin Deployment Pack
 Internet Application Server Wireless Edition
 Military Security
 Oracle 8
 Oracle8i Standard Edition
 Oracle 7 Server
 Oracle Server
 Oracle Server Enterprise Edition
 Oracle8 Enterprise Edition
 Oracle8i Enterprise Edition
 Oracle Lite
 Oracle8i Lite
 Oracle 8 Personal Edition
 Oracle 8i Personal Edition
 Payment Server
 Personal Oracle
 Portal-To-Go (Carrier Edition)
 Portal-To-Go (Enterprise Edition)
 Rdb Server

New Name

Data Mining Suite
 Data Mining Suite
 Wireless Option
 Label Security
 Oracle Database Standard Edition
 Oracle Database Standard Edition
 Oracle Database Enterprise Edition
 Oracle Database Standard Edition
 Oracle Database Enterprise Edition
 Oracle Database Enterprise Edition
 Oracle Database Enterprise Edition
 Oracle Database Enterprise Edition
 Oracle Database Lite
 Oracle Database Lite
 Oracle Database Personal Edition
 Oracle Database Personal Edition
 Payment
 Oracle Database Personal Edition
 Wireless Option
 Wireless Option
 Rdb Enterprise Edition

Name and Functionality Changes

Old Product

Advanced Networking Option
 Express MDS
 Express/EIS(Developer)
 InterOffice Messaging Cartridge
 Oracle Internet Messaging
 Oracle Internet Messaging Hosted Edition
 Oracle Mail or Oracle Office
 Parallel Server
 Oracle Data Mining Suite

New Product

Advanced Security
 Express Server
 Express Objects
 Email restricted to Email Server
 Email restricted to Email Server
 Email restricted to Email Server
 Email restricted to Email Server
 Real Application Clusters (Net to Net migration rule applies)
 Data Mining Option

Bundling Changes

Old Product

Access Manager for AS/400
 Applications InterConnect Toolkit
 Business Components for Java
 Database Designer
 Designer
 Developer Server
 Developer/2000 Server (Windows 95)
 Discoverer Administration Edition
 Discoverer Plus
 Discoverer User Edition
 Discoverer Viewer
 Discoverer/2000
 Email Server
 Email Server (As part of IAS License)
 Enterprise Developer Suite
 Forms Developer
 Forms Server
 Forms Services
 Hot Standby
 Internet Directory
 InterConnect Adapter for FTP
 JDeveloper Suite
 Management Pack for Oracle Applications
 Message Broker
 Message Gateway/Agent Event Manager
 Message Manager Client
 Messaging Option
 Mobile Agents
 Mobile Agents Developers Kit
 Oracle Application Server Standard Edition
 Oracle Application Server Enterprise Edition
 Oracle CASE Designer
 Oracle CASE Dictionary
 Oracle DataBrowser
 Oracle Data Query
 Oracle DDE Manager
 Oracle Glue
 Oracle Objects for OLE
 Oracle Procompiler
 OWB Integrator for SAP
 Personalization
 Procedural Gateway for APPC
 Procedural Gateway for MQ Series
 Procedure Builder
 Professional Developer/2000
 Pura.Extract
 Pura.Integrate
 Reports Developer
 Reports Server
 Reports Services
 Server Kits
 SQL*Connect to DB2
 SQL*Connect to SQL/DS
 SQL*Forms
 SQL*Menu
 SQL*Reportwriter
 SQL*Plus
 Times Series
 Transparent Gateway for DB2
 Transparent Gateway for DB2/400
 Transparent Gateway for IBM DRDA
 Transparent Gateway for Informix

Bundled Into

Enterprise Integration Gateways (Restricted to the functionality of Access Manager for AS/400)
 IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Applications InterConnect Toolkit
 IDS (Internet Developer Suite). Restricted to the functionality of Business Components for Java
 IDS (Internet Developer Suite). Restricted to the functionality of Designer
 IDS (Internet Developer Suite). Restricted to the functionality of Designer
 IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Developer Server
 IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Developer/2000 Server - Windows 95
 IDS (Internet Developer Suite). Restricted to the functionality of Discoverer Administration Edition
 Discoverer Desktop Edition and IAS EE (Restricted to Discoverer Plus Web Functionality only)
 Discoverer Desktop Edition and IAS EE (Restricted to Discoverer Plus Web Functionality only)
 IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Discoverer Viewer
 Discoverer Desktop Edition and IAS EE restricted to Discoverer Plus Web functionality for each Discoverer/2000 and ONLY 1 IDS license restricted to Discoverer Admin Edition
 Email restricted to Email Server
 Email restricted to Email Server
 IDS (Internet Developer Suite). Restricted to the functionality of Enterprise Developer Suite
 IDS (Internet Developer Suite). Restricted to the functionality of Forms Developer
 IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Forms Server
 IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Forms Services
 Rdb Enterprise Edition or CODASYL DBMS
 IAS (Internet Application Server) EE. Restricted to the functionality of Internet Directory
 TBD
 JDeveloper
 Any Oracle E-Business Suite Application
 Oracle Database EE. Restricted to Messaging Gateway (MGW) and Advanced Queuing (AQ)
 Database Lite
 Database Lite
 Email
 Database Lite
 Database Lite
 IAS (Internet Application Server). Restricted to the functionality of Oracle Application Server Standard Edition
 IAS (Internet Application Server Enterprise Edition). Restricted to the functionality of Oracle Application Server Enterprise Edition
 IDS (Internet Developer Suite). Restricted to the functionality of Designer
 IDS (Internet Developer Suite). Restricted to the functionality of Designer
 Discoverer User Edition for each Discoverer/2000 and ONLY 1 IDS license restricted for the purpose of testing, debugging and previewing.
 Discoverer User Edition for each Discoverer/2000 and ONLY 1 IDS license restricted for the purpose of testing, debugging and previewing
 Programmer
 Programmer
 Programmer
 Programmer
 IDS (Restricted to the functionality of Warehouse Builder)
 Internet Application Server Enterprise Edition
 Enterprise Integration Gateways (Restricted to the functionality of Procedural Gateway for APPC)
 Enterprise Integration Gateways (Restricted to the functionality of Procedural Gateway for MQ Series)
 IDS (Internet Developer Suite). Restricted to the functionality of Procedure Builder
 Database Personal Edition and IDS (IDS restricted to the functionality of Professional Developer/2000)
 IDS (Restricted to Oracle Warehouse Builder)
 IDS (Restricted to Oracle Warehouse Builder)
 IDS (Internet Developer Suite). Restricted to the functionality of Reports Developer
 IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Reports Server
 IAS EE (Internet Application Server Enterprise Edition). Restricted to the functionality of Reports Services
 Database Standard Edition or Database Enterprise Edition
 Mainframe Integration Gateways
 Mainframe Integration Gateways
 IDS (Internet Developer Suite). Restricted to the functionality of Forms Developer
 IDS (Internet Developer Suite). Restricted to the functionality of Forms Developer
 IDS (Internet Developer Suite). Restricted to the functionality of Reports Developer
 IDS (IDS restricted to the functionality of SQL*Plus)
 Bundled with Oracle Database Enterprise Edition as part of the SQL Analytics
 Mainframe Integration Gateways (Restricted to the functionality of Transparent Gateway for DB2)
 Enterprise Integration Gateways (Restricted to the functionality of Transparent Gateway for DB2/400)
 Enterprise Integration Gateways (Restricted to the functionality of Transparent Gateway for IBM DRDA)
 Open System Gateways (Restricted to the functionality of Transparent Gateway for Informix)

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Pure Name Changes (for price holds)

Old Name

Active
Advanced Inbound
Advanced Outbound
Advanced Service Online
Collections
CRL Network Logistics
CRM Data Model
CRM Foundation
Call Center Intelligence
Collaborative Product Development
Data Librarian
Global ATP Server
Grants Management
Internet Procurement
Internet Receivables
Internet Supplier Portal
Marketing Online
Process Manufacturing Solution Bundle
Product Development Hub
Product Development Exchange
Risk Optimization
Sales Compensation
Sales Online
Scheduler
SDP Number Portability
Self-Service Expenses
Self-Service Time
Self-Service Purchasing
Self-Service Suppliers
SellingPoint Developer
Service Online
Supply Chain Exchange
Supply Chain Hub
Transportation Hub
Transportation Exchange

New Name

Activity Based Management
Advanced Inbound Telephony
Advanced Outbound Telephony
Complex Maintenance, Repair & Overhaul
Advanced Collections
Network Logistics (Network Asset Tracking)
Customer Model
Customer Model
Advanced Inbound Telephony and Advanced Outbound Telephony
Advanced Product Catalog
Customer Data Librarian
Global Order Promising
Grants Accounting
iProcurement
iReceivables
iSupplier Portal
Marketing
Process Manufacturing
Product Development
Product Development
Inventory Optimization
Incentive Compensation
Field Sales
Advanced Scheduler
Number Portability
Internet Expenses
Internet Time
iProcurement
iSupplier Portal
Configurator Developer
Field Service
Collaborative Planning
Collaborative Planning
Transportation
Transportation

Name and Functionality Changes

Old Product

Automotive Foundation
Balanced Scorecard Architect
IBill & Pay
iMarketing
Internet Time
Maintenance, Repair & Overhaul (MRO) Bundle
Market Manager for Industries
Marketing for Communications
OpenWeb
Oracle Commissions
Oracle Internet Commerce
Order Entry
Product Configurator
Product Development
Product Development Hub
Product Development Exchange
Project Analysis Collection Pack
Projects
Revenue Accounting for Communications
SDP Activation
Service for Communications
Supply Chain Planning
TeleBusiness for Financial Services
TeleBusiness for Telecom / Utilities
Time Management
Web Suppliers

New Product

Release Management
Balanced Scorecard Developer
(To Be Determined)
Marketing
Time and Labor
Complex Maintenance, Repair & Overhaul
Marketing
Marketing
iStore
Incentive Compensation
iStore
Order Management
Configurator
Collaborative Product Development
Collaborative Product Development
Collaborative Product Development
E-Business Intelligence (restricted to the functionality of Project Intelligence)
Project Costing
(To Be Determined)
Provisioning
TeleService
Advanced Supply Chain Planning
TeleSales
TeleSales
Time and Labor
iSupplier Portal

Bundle Changes

Old Product

Activity Based Management Analyzer
Activity Management Gateway
Advanced Marketing Online
Alert
Application Object Library (AOL)
Assets
Balanced Scorecard Developer
Bills of Material
Call Blending
Call Center Connections
Call Center Integration
Call Center Intelligence
Call Center Technology
Campaign Plus
Capacity
Cash Management
Collateral Fulfillment
Configurator Developer
Contracts
Contracts Intelligence
Control
Cost Management
CPG Trade Accounting
Customer Care
Customer Intelligence
Customer Service
Defect Management
Discrete Manufacturing Intelligence
Dispatch
EDI Gateway
eCommerce to Call Center Integration
Engineering
Field Sales Online
Financial Analyzer
Financial Data Manager
Financials Intelligence
Formula Management
FTI Integration to GL

Bundled Into

Activity Based Management
Project Costing
Marketing
Included in all Oracle Applications
Included in all Oracle Applications
Financials
Balanced Scorecard
Discrete Manufacturing or Order Management
Advanced Inbound Telephony
Advanced Inbound Telephony
Customer Model
Advanced Inbound Telephony and Advanced Outbound Telephony
Advanced Inbound Telephony
Advanced Outbound Telephony
Discrete Manufacturing
Financials
Customer Model
Configurator
Service Contracts
Service Contracts or Project Contracts
Process Manufacturing
Discrete Manufacturing or Process Manufacturing
Financials
TeleService
TeleService or Field Service
TeleService
Field Service
E-Business Intelligence, restricted to the functionality of Supply Chain Intelligence
Field Service
Included in all Oracle Applications
Customer Model
Discrete Manufacturing
Field Sales
Financials & Sales Analyzers
Performance Analyzer, Transfer Pricing, Budgeting & Planning and Risk Manager. Financial Data Manager is also being sold as a stand-alone product
E-Business Intelligence, restricted to the functionality of Financials Intelligence
Process Manufacturing
Financials

General Ledger	Financials
Global Consolidation System	Financials
Grants Accounting	Grants
Grants Proposal	Grants
iMeeting	Collaboration Suite
Insight	Advanced Inbound Telephony or Advanced Outbound Telephony
Interaction Blending	Advanced Inbound Telephony
Interaction Center Intelligence	Advanced Inbound Telephony, Advanced Outbound Telephony, Scripting, or eMail Center
Internet Procurement InterConnect for SAP R/3	iProcurement
Inventory	Inventory Management
iPayment	iStore, Financials, Order Management, Training Administration, Advanced Collections, or iReceivables
IVR Integrator	Advanced Inbound
Labor Distribution	Grants
Laboratory Management	Process Manufacturing
Manufacturing Accounting Controller	Process Manufacturing
Manufacturing Intelligence	E-Business Intelligence, restricted to the functionality of Supply Chain Intelligence
Marketing Intelligence	Marketing
Master Production Scheduling	Process Manufacturing
Master Scheduling/MRP	Discrete Manufacturing
Material Requirement Planning	Process Manufacturing
Mobile Sales	Field Sales
OpenTel	Advanced Inbound Telephony (as Connectors)
Operations Intelligence	E-Business Intelligence, restricted to the functionality of Supply Chain Intelligence
Oracle Sales	Field Sales
Oracle Sales & Marketing	Field Sales
Oracle Work in Process	Discrete Manufacturing
Payables	Financials
Predictive	Advanced Outbound
Process Manufacturing Cost Analyzer	E-Business Intelligence, restricted to the functionality of Supply Chain Intelligence
Process Manufacturing Intelligence	E-Business Intelligence, restricted to the functionality of Supply Chain Intelligence
Process Operations	Process Manufacturing
Production Management	Process Manufacturing
Project Connect	Project Costing
Project Connect for Microsoft Project	Project Costing
Project Manufacturing	Discrete Manufacturing
Property Manager	Financials
Public Sector Budgeting	Financials
Public Sector Financials	Financials
Public Sector Financials (International)	Financials
Public Sector Purchasing	Purchasing
Public Sector Purchasing (International)	Purchasing
Purchasing Connect for TPN Register	iProcurement
Purchasing Intelligence	E-Business Intelligence, restricted to the functionality of Purchasing Intelligence
Quality	Discrete Manufacturing
Quality Management	Process Manufacturing
Receivables/Revenue Accounting	Financials
Report Manager	Included in all Oracle Applications
Sales Analyzer	Financials & Sales Analyzers
Sales Intelligence	TeleSales or Field Sales
Sales Management	Process Manufacturing
SellingPoint Developer	Configurator
SEM Exchange	Activity Based Management
Service	Depot Repair
Service Intelligence	TeleService or Field Service
Shipping	Order Management
Supplier Scheduling	Purchasing
Supply Chain Intelligence	E-Business Intelligence, restricted to the functionality of Supply Chain Intelligence
System Module	Process Manufacturing
Telephony Manager	Advanced Inbound Telephony
Tutor for Discrete Manufacturing	Tutor for Applications
Tutor for Financials	Tutor for Applications
Tutor for Human Resources	Tutor for Applications
Tutor for Order Management	Tutor for Applications
Tutor for Payroll	Tutor for Applications
Tutor for Projects	Tutor for Applications
Tutor for Purchasing	Tutor for Applications
Tutor for Time Management	Tutor for Applications
Tutor for Training Administration	Tutor for Applications
Tutor Tool	Tutor for Applications
U.S. Federal Financials	Financials
U.S. Federal Purchasing	Purchasing
Web Customers	iStore or iSupport, but not both
Wireless Option for Sales	Field Sales
Wireless Option for Service	Mobile Field Service
Work in Progress	Discrete Manufacturing

Old Product

Capital Resource Logistics	Split into Financials and Project Costing
Order Management	Order Management and Inventory Management
Personal Time and Expense	Internet Time and Internet Expenses
Project Time & Expense	Internet Time and Internet Expenses
Product Development	Advanced Product Catalog, Project Management and Files
Provisioning	Telco Provisioning and Financial Services Provisioning
SDP Provisioning	Telco Provisioning and Financial Services Provisioning
SellingPoint	Configurator and either Field Sales or TeleSales
SellingPoint Internet Edition	Configurator and either Field Sales or TeleSales
SellingPoint Mobile Configurator	Configurator and either Field Sales or TeleSales
Unified Agent	TeleSales, Field Sales, TeleService and Field Service
Web Employees	Self Service HR, iProcurement and Internet Expenses

Products Without Migration (product is still supported but not migration is offered)

Applications Deploy Manager	This product was included with Applications release 10SC, which has been desupported
Contracts Core	
Customer Householding	
CTI Middlewares	
ERP Integration Extension to OIC	
Industrial Billing	
Media Interactive	
Personal Active	
Personal Activity Based Management	
Process Manufacturing Regulatory Management	
Quality Online	
Sales Contracts	Temporarily removed from the price list to revamp this product

Products Without Migration (product is no longer supported)

Rights Contracts

The Product Migration listing is not a complete list of migrations and is subject to change without notice.