

ORACLE**ORDERING DOCUMENT**

Your Name	Massachusetts Executive Office of Administration and Finance	Your Contact	Marcie Desmond
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ORACLE CONTRACT INFORMATION**Agreement: Software License and Services Agreement****Agreement Name: STATE-41627-18-NOV-04 (Also known to the Commonwealth as ITS19)**

This ordering document incorporates by reference the terms of the agreement specified above (the "agreement").

A. PROGRAMS AND SERVICES

You (as defined in section B.1) have ordered the program licenses and 12 months of technical support services described below. Listed below is a summary of net fees due under this ordering document. These fees are exclusive of any applicable shipping charges or applicable taxes. All fees on this ordering document are in US Dollars.

The programs in section A-1 are for use on an unlimited number of Processors for a five (5) year term, subject to the pricing requirements and all other terms and conditions of this ordering document (each such program being referred to as an "Unlimited Deployment Program" and collectively as the "Unlimited Deployment Programs"). The programs annotated with a double asterisk (**) are limited use programs and may only be used by the Authorized User entitled the Department of Revenue.

Section A-1 Unlimited Deployment Programs

Product Description / License Type	Quantity
Oracle Database Enterprise Edition - Processor Perpetual	Unlimited
Real Application Clusters - Processor Perpetual	Unlimited
Partitioning - Processor Perpetual	Unlimited
Advanced Security - Processor Perpetual	Unlimited
Database Vault - Processor Perpetual	Unlimited
Oracle Real Application Testing - Processor Perpetual	Unlimited
Oracle Active Data Guard - Processor Perpetual	Unlimited
Diagnostics Pack - Processor Perpetual	Unlimited
Tuning Pack - Processor Perpetual	Unlimited
Change Management Pack - Processor Perpetual	Unlimited
Provisioning and Patch Automation Pack for Database - Processor Perpetual	Unlimited
Configuration Management Pack for Oracle Database - Processor Perpetual	Unlimited
Data Integrator Enterprise Edition - Processor Perpetual	Unlimited
WebLogic Suite - Processor Perpetual	Unlimited
Management Pack Plus for SOA - Processor Perpetual	Unlimited
Management Pack for WebLogic Server - Processor Perpetual	Unlimited
SOA Suite for Oracle Middleware - Processor Perpetual	Unlimited
**Enterprise Repository - Processor Perpetual	Unlimited
**Service Registry - Processor Perpetual	Unlimited

** See note in section A, above.

Section A-2 Enterprise Programs

Product Description / License Type	Quantity
PeopleSoft Enterprise HelpDesk for Human Resources - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	120000

PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise HRMS Portal Pack - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise Learning Management - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise Portal - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise Absence Management - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	120000
User Productivity Kit Professional - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise UPK HelpDesk for Human Resources - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise UPK Human Resources - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise UPK Payroll for North America - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise UPK Benefits Administration - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise UPK Time & Labor - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise UPK ePay - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise UPK eProfile - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise UPK eBenefits - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise UPK ePerformance - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise UPK eCompensation Manager Desktop - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise UPK eProfile Manager Desktop - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise UPK Absence Management - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise UPK Talent Acquisition Manager - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise UPK Enterprise Learning Management - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise UPK Enterprise Portal - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise UPK Reporting Tools for HRMS Software Modules - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise UPK Fundamentals for HRMS Software - Enterprise Employee Perpetual	120000
PeopleSoft Enterprise UPK Reporting Tools for PeopleTools - Enterprise Employee Perpetual	120000
User Productivity Kit Professional - UPK Developer Perpetual	5

Third Party Programs

Product Description / License Type	Quantity
Crystal Reports for PeopleSoft Enterprise for Unlimited Users (Mfr is Business Objects SA Third Party Program)	1
Crystal Enterprise/BusinessObjects Enterprise PeopleSoft Enterprise Concurrent Access License (bundles of 5) (Mfr is Business Objects SA Third Party Program)	1
Websphere for PeopleSoft Enterprise (Mfr is International Business Machines Corporation; Third Party Program)	1

	Net Fees
Net License Fees:	\$6,866,133.67
Net Technical Support Fees:	\$1,373,226.73
Total Net Fees:	\$8,239,360.40

B. GENERAL TERMS**1. Customer Definition**

For purposes of this ordering document only, "you" and "your" shall mean the governmental organization listed at the head of this ordering document. The state agencies listed in Exhibit A - Authorized Users ("Authorized Users") will be the only entities you allow to use the Unlimited Deployment Programs licensed under this ordering document. You represent that you have the full legal authority to bind the Authorized Users to the terms, conditions and obligations under this ordering document; and further, you agree to have the Authorized Users agree to use the programs under the terms of this ordering document and the agreement. You shall be responsible for any breach of such terms by the Authorized Users.

2. Commencement Date

All program licenses and the period of performance for all services are effective upon shipment of tangible media or upon the Effective Date of this ordering document if shipment of tangible media is not required.

3. Territory

The program licenses and services described in section A are for use in the United States of America.

4. Fees, Invoicing, and Payment Obligation

- a. All fees due under Section A of this ordering document shall be non-cancellable and the sums paid nonrefundable, except as provided in the agreement.
 - b. License and services fees are invoiced as of the commencement date. Technical support fees are payable quarterly in arrears. The total annual technical support fees due under this ordering document are specified in section A.
 - c. Based upon your representation, Oracle will not invoice you for any taxes related to the fees paid hereunder.
 - d. In entering into payment obligations under this ordering document, you agree and acknowledge that (a) you have not relied on the future availability of any program or updates; (b) you accept sole responsibility for (i) your system configuration, design and requirements, (ii) the selection of the programs listed in section A to achieve your intended results, and (iii) modifications, changes or alterations to the programs; (c) you have had an opportunity to review the program documentation, understand the current functionality of the programs and its ability to work with your systems and to support your business; and (d) you have made your own evaluation in deciding to order programs listed in section A. However, (a) if you order Software Update License & Support for programs licensed under this ordering document, the preceding sentence does not relieve Oracle of its obligation to provide updates under this ordering document, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under this ordering document, per the terms of this ordering document and the agreement.
- 5. Delivery and Installation**
- a. Oracle has made the programs listed in section A available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com>. Through the Internet URL, you can access and electronically download to your location the current production release as of the Effective Date below of the software and related program documentation for each program listed in section A. Provided that you have continuously maintained technical support for the programs listed in section A, you may continue to download the software and related program documentation for the programs listed in section A. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation under this ordering document, electronic download or otherwise.
 - b. You shall be responsible for installation of the software.

6. Source Code

Oracle may deliver source code as part of its standard delivery for particular programs; all source code delivered by Oracle is subject to the terms of the agreement, ordering document, and program documentation.

7. Segmentation

The program licenses provided in this ordering document are offered separately from any other proposal for consulting services you may receive or have received from Oracle and do not require you to purchase Oracle consulting services.

8. Municipal Payment Plan and Termination

Oracle agrees that if, concurrent with the delivery of this ordering document you deliver an Oracle Municipal Payment Plan Agreement and Payment Schedule (together a "Payment Schedule") that is satisfactory to Oracle, then the payment terms in the Payment Schedule shall replace the payment terms of this Ordering Document to the extent specified in the Payment Schedule. The Fees due hereunder for the Oracle programs and services that are subject to the Payment Schedule will not be considered fully paid until all sums due under the Payment Schedule have been paid.

If there is a termination for convenience (pursuant to Section 4 of the Commonwealth's Terms and Conditions in ITS19 and the Office of the Comptroller's Joint Policy Procurement/Contracts, issued July 1, 2004) of the Payment Schedule and you have not paid all sums due under the Payment Schedule for the programs delivered pursuant to this ordering document (as set forth in Exhibit A to the Payment Schedule), then you may not use the programs. Concomitantly, if you terminate for convenience as stated above and fully pay for the programs before or simultaneously with such termination, but do not pay the Total Support Stream as defined below in section C, then the Unlimited Deployment Period and the Unlimited Deployment Right (both defined in section E below) shall immediately terminate, and the Certification Date (defined in Section E below) shall be accelerated to 15 business days after such termination, and you and Oracle shall follow the certification process set forth in section E.1.b. Except as stated above, all other license rights and obligations will continue, in accordance with the terms of the ordering document and agreement.

If there is a termination of the licenses granted under this ordering document, Oracle agrees to relicense you for the previously delivered Converted and Replaced Licenses, pursuant to the terms of the ordering documents applicable to those licenses. Any technical support services for such licenses shall be separately ordered pursuant to Oracle's policies, and you agree to pay technical support fees in an amount equal to the support amount due and/or paid in the last renewal prior to converting and replacing such licenses. You acknowledge that you have previously received the programs relating to the Converted and Replaced Licenses, and that no further delivery obligation exists with respect to those programs.

C. Technical Support**1. Total Support Stream**

For purposes of this ordering document, the "Total Support Stream" shall mean:

- (i) the existing technical support for the Converted and Replaced Licenses (as defined in section G.1) ;
- (ii) the technical support for the Unlimited Deployment Programs licenses specified in section A, and;
- (iii) technical support for any program licenses purchased under section D.1 (Price Hold).

2. Technical Support Cap

For the Programs listed in section A, Software Update License & Support (or any successor technical support offering to Software Update License & Support) ("SULS") acquired with your order and the existing technical support may be renewed annually. The technical support fee for the second year of technical support will consist of two numbers; (i) the Programs Support Fees in Section A in the amount of \$1,373,226.73 ("New Support") for the annual period of August 31 through August 30 of the

applicable annual period and (ii) the existing technical support for the Converted and Replaced Licenses in the amount of \$2,635,765.38 ("Existing Support") for the annual period of July 1 through June 30 of the applicable annual period (jointly known as "Combined Support"). If either part of the Combined Support is not paid then the licenses in section A are deemed unsupported. The second year fee for the Combined Support will be \$4,008,992.11. If you renew the Combined Support for the same number of licenses for the same programs, the fee for Combined Support will not increase over the prior year's fees throughout the Unlimited Deployment Period. Thereafter, if you renew the New Support for the same number of licenses for the same programs for the first, second and third renewal years after the Unlimited Deployment Period, the fee for the New Support will not increase by more than 3% over the previous year's fee.

3. Unpaid Technical Support Invoices and Renewal of Technical Support

You and the Authorized Users must, pursuant to the original payment terms on the original orders: (i) pay all the outstanding technical support invoices associated with the support renewal contracts for all program licenses in the Unpaid Technical Support Invoices Exhibit (ii) issue to Oracle orders to renew technical support for all Converted and Replaced Licenses listed on the Converted and Replaced Licenses Exhibit, that cover the support period from the day after the last supported date through June 30, 2010; (iii) pay Oracle all technical support invoices associated with such renewal orders for technical support for all Converted and Replaced Licenses with a period of performance end date of June 30, 2010; and (iv) agree and acknowledge that the execution of this ordering document does not relieve you or the Authorized Users of the obligations to pay for unpaid technical support invoices, issue renewal orders for technical support and pay future technical support invoices as described in this section C. Failure to meet any the conditions set forth in this section C-3 will be subject to E.1.c.

D. FUTURE PURCHASES

1. Price Hold

- a. For a period of three (3) years from the Effective Date of this ordering document, you may order licenses for the programs (and first year of SULS for the programs), not listed in section A, at the appropriate license and support fees specified on the attached Exhibit C - Price Hold and the attached Oracle Global Technology Price List dated July 1, 2009 at a 57% discount off of the list price and the PeopleSoft Component Global Price List dated July 16, 2009 at a 70% discount off of the list price, provided (i) such programs are available in production release when ordered, and (ii) you have continuously maintained the Total Support Stream.
- b. Each order placed pursuant to this section will specify Oracle's delivery obligation. If the order specifies delivery, the programs will be delivered via electronic download. If electronic download is not possible or otherwise agreed to by the parties, tangible media will be delivered. Whenever the delivery of tangible media is required, you are charged for media and the shipping terms are FCA: Shipping Point, Pre-paid and Add.
- c. All technical support for program licenses acquired under the terms of this section shall be deemed part of the Total Support Stream.

E. UNLIMITED DEPLOYMENT FOR SECTION A-1 LICENSE PROGRAMS

1. Unlimited Deployment Right

a. General

In consideration of the payment to Oracle of the license and technical support fees specified in section A, for five (5) years from the Effective Date of this ordering document (or such earlier period as set forth below in sections E.1.c) (the "Unlimited Deployment Period"), you and the Authorized Users will receive the right to use the Unlimited Deployment Programs on an unlimited number of Processors (the "Unlimited Deployment Right"), provided that (i) the use of such Unlimited Deployment Programs shall be in compliance with the terms of the agreement and this ordering document, and (ii) you continuously maintain the Total Support Stream.

On the fifth anniversary of the Effective Date of this ordering document (or earlier as set forth below in

sections E.1.c), the Unlimited Deployment Period and the Unlimited Deployment Right shall terminate, and within thirty (30) days of such fifth anniversary (or earlier as set forth in sections E.1.c) (the "Certification Date"), you and Oracle shall follow the certification process set forth in section E.1.b below.

b. Certification Process.

On the Certification Date (or Accelerated Certification Date (as defined below), if applicable), you shall furnish Oracle with a certification signed by a C-level executive verifying the quantity of Processors on which the Unlimited Deployment Programs are installed and running by you as of the date on which the Unlimited Deployment Period ends (such certified quantity, the "Final License Count"). On the date the Unlimited Deployment Period ends, your quantity of Processor licenses of the Unlimited Deployment Programs shall be fixed and limited at the greater of (i) the quantity of licenses for each such program specified on the attached Minimum License Quantities Exhibit (Exhibit G) (the "License Floor"), or (ii) the quantity of licenses for each such program specified in the Final License Count (the quantity of program licenses that you acquire under this section being referred to as the "Certified Deployment").

The License Floor establishes the minimum license quantity for each program specified on the Minimum License Quantities Exhibit. For example, if your Final License Count specifies a quantity of 200 Processors of program A and 600 Processors of program B and the License Floor for program A is 150 Processors and for program B is 700 Processors, then under the terms of this section E.1.b your quantities of licenses will be fixed and limited at 200 Processors of program A and 700 Processors of program B.

- c. Breach of Unlimited Deployment Terms.** Upon the date that you first fail to meet any of the conditions specified in section E.1.a above (the "Non-Compliance Date"), then the Unlimited Deployment Period and the Unlimited Deployment Right shall immediately terminate, the Certification Date shall be accelerated to 15 business days after the Non-Compliance Date (the "Accelerated Certification Date"), and you and Oracle shall follow the certification process set forth in section E.1.b above. Except as stated above, all other license rights and obligations will continue, in accordance with the terms of the ordering document and agreement.

You shall not be entitled to any credit or refund as a result of such termination of the Unlimited Deployment Period. If your non-compliance is due to failure to maintain the Total Support Stream, your program licenses after the Non-Compliance Date and all desupported licenses will be subject to Oracle's technical support pricing and policies in effect on the Non-Compliance Date.

- d. End of Unlimited Deployment Period** Following the end of the Unlimited Deployment Period, your use of the programs licensed and certified pursuant to the certification process set forth in section E.1.b will continue to be in accordance with the agreement and this ordering document.

Following the end of the Unlimited Deployment Period, and regardless of the quantity of program licenses in your Certified Deployment, your annual technical support fee for the programs licensed under this ordering document shall be based on but shall in no event be less than the annual technical support fee you paid for such program licenses at the support renewal immediately prior to the end of the Unlimited Deployment Period.

If at any time after the end of the Unlimited Deployment Period your use of the programs licensed and certified pursuant to the certification process set forth in section E.1.b exceeds the Certified Deployment, then you must acquire additional licenses and technical support for such program(s) for such exceeded use in accordance with Oracle's then current prices and policies.

If at any time after the end of the Unlimited Deployment Period your use of the programs licensed and certified pursuant to the certification process set forth in section E.1.b decreases such that such use is below the Certified Deployment, you shall not be entitled to a refund or credit of any license and/or technical support fees paid under this ordering document.

- e. Restriction on Assignment** Except for the transfer rights expressly granted in section E.1.f of this ordering document, during the Unlimited Deployment Period you may not assign the licenses of the Unlimited Deployment Programs acquired under this ordering document, or give or transfer an interest in

them to another individual or entity.

f. Transferability

a. If, by an act of legislation or state regulation, you assume responsibility for an agency, which is to be added to the Exhibit A - Authorized User, the additional agency ("Additional User") has the right to use the Unlimited Deployment Licenses. You will be required to provide notification of the Additional User to Oracle within thirty (30) days of such event, and Oracle reserves the right to evaluate the Additional User. Oracle may either (1) elect to terminate use of the Unlimited Deployment Rights with respect to the Additional User; or (2) require you to purchase additional program licenses for the Additional User to use the Unlimited Deployment Programs.

b. If, by an act of legislation or state regulation, an agency listed in the Exhibit A - Authorized User is transferred to or combined into an agency ("Transferred Agency") not listed in the Exhibit A - Authorized User then, within ninety days of such combination, you and Oracle will jointly evaluate the Transferred Agency and may either (1) elect to terminate the Unlimited Deployment Rights; or (2) require you to purchase additional program licenses for the additional agency to use the Unlimited Deployment Programs.

c. If during the Unlimited Deployment Period you or an Authorized User is dismantled or otherwise cease to exist as an agency or an Authorized User then the Certification Process in section E.1.b shall occur.

d. You shall not be entitled to a refund or credit of any fees paid under this ordering document in the event any one of these occur.

F. PROGRAM SPECIFIC TERMS FOR THE PEOPLESFT PROGRAMS IN SECTION A-2.

1. Enterprise Employee

Enterprise Employee shall mean the yearly average, calculated on each anniversary of this ordering document, of all individuals for whom the Commonwealth's Human Resources Compensation Management System processes a paycheck (whether paper or electronic) or is otherwise responsible for facilitating the process of a paycheck. You will generate a report that will show the annual average of the Enterprise Employee count and shall be in substantially the same form as the attached Enterprise Employee Count Exhibit. As of the Effective Date of this ordering document the Enterprise Employee count you are reporting is 77,014. You will provide this report to Oracle as required in section F.2.

2. Applicable to Programs with the License Type of Enterprise Employee

The value of these program licenses is determined by the number of Enterprise Employees. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Employees as of the Effective Date of your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date (defined as the day and month of the ordering document Effective Date), you are required to report to Oracle the number of Enterprise Employees as of such date.

3. Expansion

a. If you exceed your licensed quantity you must order the programs (and first year Software Update License & Support for the programs) at the appropriate license and support fees specified on the attached Expansion Exhibit. The number of additional program licenses to be ordered shall be equal to the actual number of Enterprise Employees as of the order date less the total number of licensed quantity (under this ordering document or other ordering documents) rounded up to the next increment on the attached Exhibit D - Expansion Exhibit.

b. The license definitions and program specific terms contained in this section F of this ordering

document will apply to program licenses ordered pursuant to this section.

c. Oracle has no delivery obligation for program licenses ordered pursuant to this section.

4. UPK License Grant

Oracle grants to you a non-exclusive, nontransferable license for your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") products listed in section A (collectively referred to as "materials") only as necessary to create and provide training solely for Enterprise Employees to use the underlying programs for your benefit; (ii) make an unlimited number of copies of the materials only as necessary to create and provide training solely to Enterprise Employees to use the underlying programs for your benefit; and (iii) develop modifications and customizations to the UPK programs licensed per UPK Module, if applicable, all subject to the terms and conditions set forth in the agreement, provided all copyright notices are reproduced as provided on the original. You are prohibited from reselling or distributing the materials to any other party or using the materials other than as explicitly permitted in this ordering document or in the agreement. Oracle represents that the materials and any content created by you using the program materials contain valuable proprietary information. Oracle (or its third-party program providers) retains title to all portions of the materials and any copies thereof. You shall use materials modifications created by you solely for your internal use in accordance with the terms of the agreement. You may provide access to and use of the materials only to those third parties that are licensed as Enterprise Employees and that: (a) provide services to you concerning your use of the materials; (b) have a need to use and access the materials; and (c) have agreed to substantially similar non-disclosure obligations imposed by you as those contained in the agreement.

5. UPK Materials

For UPK content materials licensed under this ordering document, you represent and warrant that you have a valid license for the underlying program(s). All content materials are published in English language only.

6. UPK Module

UPK Module is defined as the functional software component described in the product documentation.

7. Additional License Rights

Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at <http://oracle.com/contracts> for additional information.

8. Included Programs - Crystal Reports for PeopleSoft Enterprise

This program is a third party program and it is also a supportable program. "Unlimited Users" for purposes of this program means all users who are authorized by you to use such program. You may use this third party program solely in conjunction with PeopleSoft Enterprise programs licensed by you.

9. Included Programs - Crystal Enterprise/BusinessObjects Enterprise for PeopleSoft Enterprise

You acknowledge that this program requires a web application server. This third party program is a supportable program. A "concurrent access license" is a license for one person to access all features and functions of this program. A concurrent access license user is accessing the program from the time the concurrent access license user logs onto the program until the concurrent access license user exits or closes the program. You may use this third party program solely in conjunction with PeopleSoft Enterprise programs licensed by you.

10. Included Programs - WebSphere for PeopleSoft Enterprise

Notwithstanding anything in the agreement to the contrary, Oracle shall not be obligated to indemnify you for any claims based on: (i) any third party products identified in the "README" AND "LICENSE.TXT" files included with WebSphere; (ii) open source code delivered with the WebSphere product; (iii) any trade secret embodied within WebSphere; and (iv) the combination, operation or use of WebSphere with any non-International Business Machine Corporation product, data, or apparatus. In addition to the terms set forth in the agreement and this ordering document, use of this program shall be subject to the terms and conditions set forth in the "README" and "LICENSE.TXT" files included with the WebSphere

program, as those terms may change from time to time. This third party program is a supportable program.

G. Converted and Replaced Licenses

1. General

In connection with the Unlimited Deployment Right granted under this ordering document, all licenses of any versions or releases of the Unlimited Deployment Programs that were acquired by you prior to the Effective Date of this ordering document shall be converted and replaced as of the Effective Date of this ordering document (the "Converted and Replaced Licenses"). The Converted and Replaced Licenses are specified on the attached Exhibit E - Converted and Replaced Licenses, Table 1 and Table 2. You will no longer have any right to use the Converted and Replaced Licenses, nor will you be permitted to reinstate the Converted and Replaced Licenses. You shall not be entitled to a credit or refund of license fees for the Converted and Replaced Licenses.

2. Omitted Licenses

The parties agree that they have worked in good faith to list on the Exhibit E - Converted and Replaced Licenses Exhibit all licenses of any versions or releases of the programs in section A that were acquired by you prior to the Effective Date of this ordering document. However, the parties acknowledge that some of such licenses may have been inadvertently omitted ("Omitted Licenses") from the Exhibit E - Converted and Replaced Licenses Exhibit and that technical support fees associated with the Omitted Licenses were therefore excluded from the Total Support Stream. If at any time following the Effective Date of this ordering document either you or Oracle discovers any Omitted Licenses, then the parties agree that: (i) you will continue to pay all technical support fees due in connection with the Omitted Licenses during the Unlimited Deployment Period, and (ii) the parties will amend this ordering document to add the Exhibit E - Omitted Licenses to the Converted and Replaced Licenses Exhibit and to include the technical support fees associated with the Omitted Licenses in the Total Support Stream. You shall not be entitled to a refund or credit of any license and/or technical support fees as the result of any adjustment specified herein.

This quote is valid through August 31, 2009, and shall become binding upon execution by you and acceptance by Oracle.

Massachusetts Executive Office
of Administration and Finance

Oracle USA, Inc.

Signature

Desmond

Signature

Name

Desmond

Name

Title

Secretary CIO, AUF

Title

Signature Date

8/31/09

Signature Date

Effective Date

August 31, 2009

AUTHORIZED USERS EXHIBIT A

- Massachusetts Executive Office for Administration and Finance
 - Appellate Tax Board
 - Bureau of State Office Buildings
 - Civil Service Commission
 - Department of Revenue
 - Developmental Disabilities Council
 - Division of Administrative Law Appeals
 - Division of Capital Asset Management
 - George Fingold Library
 - Group Insurance Commission
 - Human Resources Division
 - Information Technology Division
 - Massachusetts Office on Disability
 - Operational Services Division
- Public Employee Retirement Administration Commission
- Massachusetts Teachers' Retirement System



Oracle Technology Global Price List
July 1, 2009
Software Investment Guide

Section I

Prices in USA (Dollar)

Oracle Database				
	Named User Plus	Processor License	Processor License	Software License & Support
Oracle Database				
Standard Edition One	180	39.60	5,800	1,276.00
Standard Edition	350	77.00	17,500	3,850.00
Enterprise Edition	950	209.00	47,500	10,450.00
Personal Edition	480	101.20	-	-
Lite Mobile Server	-	-	23,000	5,060.00
Lite Client	60	13.20	-	-
Enterprise Edition Options:				
Real Application Clusters	480	101.20	23,000	5,060.00
Active Data Guard	120	26.40	5,800	1,276.00
Partitioning	230	50.60	11,500	2,530.00
Real Application Testing	230	50.60	11,500	2,530.00
Advanced Compression	230	50.60	11,500	2,530.00
Total Recall	120	26.40	5,800	1,276.00
Advanced Security	230	50.60	11,500	2,530.00
Label Security	230	50.60	11,500	2,530.00
Database Vault	460	101.20	23,000	5,060.00
OLAP	460	101.20	23,000	5,060.00
Data Mining	460	101.20	23,000	5,060.00
Data Profiling and Quality	350	77.00	17,500	3,850.00
Spatial	350	77.00	17,500	3,850.00
In-Memory Database Cache	-	-	41,500	9,130.00
Retail Data Model	800	176.00	40,000	6,800.00
Database Enterprise Management				
Diagnostics Pack	100	22.00	5,000	1,100.00
Tuning Pack	100	22.00	5,000	1,100.00
Change Management Pack	70	15.40	3,500	770.00
Configuration Management Pack for Oracle Database	100	22.00	5,000	1,100.00
Provisioning and Patch Automation Pack for Database	70	15.40	3,500	770.00
Data Masking Pack	230	50.60	11,500	2,530.00

	License Price	License Price	License Price	License Price
Secure Backup	3,500	770.00	Per Tape Drive	-
Data Watch and Repair Connector	23,000	5,060.00	Per Connector	1

	Named User Plus	Processor License	Processor License	Software License & Support
TimesTen				
TimesTen In-Memory Database	-	-	41,500	9,130.00
Berkeley Database				
Berkeley DB - High Availability	-	-	9,800	2,158.00
Berkeley DB - Transactional Data Store	-	-	5,800	1,276.00
Berkeley DB - Concurrent Data Store	-	-	1,800	396.00
Berkeley DB - Data Store	-	-	900	198.00
Berkeley DB Java Edition - Transactional Data Store	-	-	5,800	1,276.00
Berkeley DB Java Edition - Concurrent Data Store	-	-	1,800	396.00
Berkeley DB XML - High Availability	-	-	13,800	3,038.00
Berkeley DB XML - Transactional Data Store	-	-	8,100	1,782.00
Berkeley DB XML - Concurrent Data Store	-	-	2,600	572.00
Berkeley DB XML - Data Store	-	-	1,800	396.00
Secure Enterprise Search				
Secure Enterprise Search	70	15.40	34,500	7,590.00
Audit Vault Server	-	-	57,500	12,650.00
Audit Vault Collection Agent	-	-	3,500	770.00

	License Price	License Price	License Price	License Price
Secure Enterprise Search Connector	34,500	7,590.00	Connector	1

Prices in USA (Dollar)

	Named User Plus	Database Gateway for Informix	Computer License	Software License & Support
Mainframe Integration Gateways				
Database Gateway for Sybase	-	-	109,500	24,090.00
Database Gateway for SQL Server	-	-	17,500	3,850.00
Database Gateway for Informix	-	-	17,500	3,850.00
Database Gateway for Teradata	-	-	109,500	24,090.00
Database Gateway for VSAM	-	-	109,500	24,090.00
Database Gateway for IMS	-	-	109,500	24,090.00
Database Gateway for Adabas	-	-	109,500	24,090.00
Database Gateway for DRDA	-	-	48,000	10,120.00
Database Gateway for APPC	-	-	48,000	10,120.00
Database Gateway for WebSphere MQ	-	-	48,000	10,120.00

	Named User Plus	Database Gateway for Informix	Processor License	Software License & Support
Data Warehousing Products				
Express Server	950	209.00	47,500	10,450.00
Express Analyzer	950	209.00	-	-
Express Objects	5,800	1,276.00	-	-

	Named User Plus	Database Gateway for Informix	Processor License	Software License & Support
Rdb Server Products				
Rdb Enterprise Edition	950	209.00	47,500	10,450.00
CODASYL DBMS	950	209.00	-	-
Rdb Server Options:				
TRACE	120	26.40	5,900	1,276.00
Rdb Development, Query and Reporting Tools				
Programmer for Rdb	1,200	264.00	-	-
CDD/ Repository	5,800	1,276.00	-	-
CDD/R Runtime	-	-	5,900	1,276.00

	Named User Plus	Processor License	Minimum
Application Server Environment			
TopLink and Application Development Framework	120	26.40	5,800
WebLogic Server Standard Edition	200	44.00	10,000
WebLogic Server Enterprise Edition	500	110.00	25,000
WebLogic Suite	900	198.00	45,000
Internet Application Server Standard Edition One	180	39.60	5,800
Internet Application Server Standard Edition	230	50.60	11,500
Internet Application Server Enterprise Edition	700	164.00	35,000
Coherence Standard Edition	100	22.00	4,600
Coherence Enterprise Edition	230	50.60	11,500
Coherence Grid Edition	500	110.00	25,000
Coherence Suite	1,000	220.00	50,000
BPEL Process Manager	1,200	264.00	60,000
WebLogic Integration	1,400	308.00	70,000
Service Registry	920	202.40	46,000
Enterprise Repository	2,900	638.00	145,000
SOA Suite for Non Oracle Middleware	1,500	330.00	75,000
Business Process Management Suite for Non Oracle Middleware	2,800	572.00	130,000
Event-Driven Architecture Suite	1,400	308.00	70,000
Forms and Reports	480	101.20	23,000
Data Service Integrator	1,440	316.80	72,000
Data Integrator Enterprise Edition	-	-	23,000
Data Quality for Data Integrator (up to a maximum of 100 million records)	-	-	70,000
Data Profiling	34,500	7,590.00	-
Data Integration Suite	-	-	70,000
	License Price	Processor License	Minimum
Data Quality Rules for Data Integrator	23,000	5,060.00	Per Rule Set
Data Quality for Data Integrator (for greater than 100 Million Records)	5	1.10	Per 1000 Records
	Named User Plus	Processor License	Minimum
WebLogic Suite Options:			
BPEL Process Manager Option	460	101.20	23,000
Service Bus	460	101.20	23,000
SOA Suite for Oracle Middleware	1,200	264.00	57,500
Business Process Management Suite	2,300	506.00	115,000
Application Server Enterprise Management			
Diagnostics Pack for Oracle Middleware	140	30.80	7,000
Management Pack for WebLogic Server	190	41.80	9,500
Management Pack Plus for SOA	300	66.00	15,000
Management Pack for Oracle Coherence	70	15.40	3,500
Fusion Middleware Adapters:			
Application Adapters	-	-	17,500
Oracle Applications Adapter	-	-	17,500
Mainframe and TP-Monitor Adapters	-	-	34,500
Changed Data Capture Adapters	-	-	80,000
Application Adapters for Data Integration	-	-	2,300
Application Adapters for Warehouse Builder	-	-	2,300
RosettaNet Adapter	-	-	34,500
EDI Adapter	-	-	34,500
Healthcare Adapter	-	-	34,500
ebXML Adapter	-	-	11,500
Enterprise Link for Business Activity Monitoring	-	-	17,500
Financial Message Designer	21,000	4,620.00	-
SWIFT Adapter for Oracle Service Bus	-	-	100,000
FIX Adapter for Oracle Service Bus	-	-	50,000
Payments Adapter for Oracle Service Bus	-	-	50,000
Derivatives Adapter for Oracle Service Bus	-	-	50,000
Tuxedo			
Tuxedo	1,800	396.00	60,000
Tuxedo Jolt	-	-	9,000
Service Architecture Leveraging Tuxedo (SALT)	-	-	12,000
Tuxedo System and Applications Monitor (TSAM)	-	-	6,000
Tuxedo Mainframe Adapter for SNA	-	-	22,000
Tuxedo Mainframe Adapter for TCP	-	-	22,000
Tuxedo Mainframe Adapter for OSI TP	-	-	22,000
MessageQ	-	-	6,000
Application Integration Architecture Foundation Pack	920	202.40	46,000

Prices in USA (Dollar)

	Named User Plus	Software License License & Support	Processor License	Software License License & Support
Oracle Business Intelligence				
Standard Edition	460	101.20	23,000	5,060.00
Standard Edition One	1,200	284.00	-	-
Suite Enterprise Edition Plus	2,000	440.00	295,000	64,900.00
Suite Enterprise Edition Plus Upgrade Only	230	50.60	34,500	7,590.00
Server Enterprise Edition	350	77.00	51,800	11,396.00
Business Intelligence Publisher	460	101.20	46,000	10,120.00
Business Intelligence Server Enterprise Edition Options:				
Interactive Dashboard	580	127.60	86,500	19,030.00
Delivers	350	77.00	51,800	11,396.00
Answers	580	127.60	86,500	19,030.00
Office Plug-In	230	50.60	34,500	7,590.00
Reporting and Publishing	460	101.20	70,000	15,400.00
Disconnected Analytics	580	127.60	-	-
Server Administrator	5,800	1,276.00	-	-
Business Intelligence Suite Enterprise Edition Plus Options:				
Business Intelligence Management Pack	230	50.60	11,500	2,530.00
Business Intelligence Data Integration Technology				
Data Integrator and Application Adapter for Data Integration	-	-	25,300	5,568.00
Informatica PowerCenter and PowerConnect Adapters	-	-	25,300	5,568.00
Real-Time Decision (RTD) Technology				
Real-Time Decision Server	92,000	20,240.00	Processor	
Hyperion Business Intelligence Technology				
Essbase Plus	2,900	638.00	184,000	40,480.00
Essbase Visual Explorer	800	178.00	88,000	18,920.00
Hyperion Interactive Reporting	800	178.00	88,000	15,180.00
Hyperion SQR Production Reporting	460	101.20	23,000	5,060.00
Hyperion Financial Reporting	520	114.40	40,500	8,910.00
Hyperion Web Analysis	520	114.40	40,500	8,910.00

Prices in USA (Dollar)

	Named User Plus	Processor License	Processor License	License & Support
WebCenter Services	1,400	308	70,000	15,400
WebCenter Suite	2,500	550	125,000	27,500
WebCenter Adapter	-	-	11,500	2,530.00
WebLogic Portal	1,500	330.00	60,000	13,200.00
Universal Content Management Standard Edition	1,200	264	57,500	12,650.00
Universal Content Management	2,300	506.00	115,000	25,300.00
Universal Records Management	-	-	115,000	25,300.00
Imaging and Process Management	1,840	404.80	92,000	20,240.00
Information Rights Management	580	127.60	100,000	22,000.00
Content Conversion Server	460	101.20	23,000	5,060.00
Universal Online Archive	25	5.50	88,500	19,030.00
E-Mail Archive Service	60	13.20	46,000	10,120.00
Document Capture	-	-	7,000	1,540.00
Distributed Document Capture	1,200	264.00	-	-
Enterprise Content Management Suite	-	-	172,500	37,950.00
Enterprise Content Management Adapters:				
Siebel Adapter for Universal Content Management	-	-	20,000	4,400.00
E-Business Suite Adapter for Imaging and Process Management	-	-	20,000	4,400.00
Universal Records Management Adapter	-	-	11,500	2,530.00
Enterprise 2.0 Management				
Management Pack for WebCenter Suite	240	52.80	12,000	2,640.00
Management Pack for IBM WebSphere Portal	240	52.80	12,000	2,640.00

	License Price	Processor License	Processor License	Minimum
Entitlements Server	35,000	7,700	Processor	1
Entitlements Server Security Module	35,000	7,700	Processor	1
Directory Services	700	154.00	Named User Plus	-
	35,000	7,700.00	Processor	-
Access Manager	25	5.50	Employee User	2,000
	6	1.32	Non Employee User - External	5,000
Adaptive Access Manager	25	5.50	Employee User	2,000
	6	1.32	Non Employee User - External	5,000
Identity Federation	35,000	7,700.00	Processor	1
Identity Manager	70	15.40	Employee User	2,000
	6	1.32	Non Employee User - External	-
Identity Manager Connector	46,000	10,120.00	Connector	1
Role Manager	35	7.70	Employee User	2,000
	6	1.32	Non Employee User - External	5,000
Enterprise Single Sign-On Password Reset	6	1.78	Named User Plus	2,000
Enterprise Single Sign-On Suite	70	15.40	Named User Plus	-
Access Management Suite	46	10.12	Employee User	2,000
	12	2.64	Non Employee User - External	5,000
Identity and Access Management Suite	95	20.90	Employee User	-
	12	2.64	Non Employee User - External	-
Identity Management Enterprise Management	5	1.10	Employee User	-
Management Pack for Identity Management	1.00	0.2200	Non Employee User - External	-
Discoverer Desktop Edition	1,200	264.00	Named User Plus	-
Programmer	1,200	264.00	Named User Plus	-
Portlet Factory	10,500	2,310.00	Named User Plus	-
Internet Developer Suite	5,800	1,276.00	Named User Plus	-
Business Process Analysis Suite	10,500	1,980.00	Named User Plus	5
SQL Developer Data Modeler	3,000	660.00	Named User Plus	-

Applications and Systems Management

	Named User Plus	Per Named User Plus License	Processor License	Software License License & Support
Database Enterprise Management				
Diagnostics Pack	100	22.00	5,000	1,100.00
Tuning Pack	100	22.00	5,000	1,100.00
Change Management Pack	70	15.40	3,500	770.00
Configuration Management Pack for Oracle Database	100	22.00	5,000	1,100.00
Provisioning and Patch Automation Pack for Database	70	15.40	3,500	770.00
Data Masking Pack	230	50.60	11,500	2,530.00
Application Server Enterprise Management				
Diagnostics Pack for Oracle Middleware	140	30.80	7,000	1,540.00
Management Pack for WebLogic Server	190	41.80	9,500	2,090.00
Management Pack Plus for SOA	300	66.00	15,000	3,300.00
Management Pack for Oracle Coherence	70	15.40	3,500	770.00
Business Intelligence Management				
Business Intelligence Management Pack	230	50.60	11,500	2,530.00
Enterprise 2.0 Management				
Management Pack for WebCenter Suite	240	52.80	12,000	2,640.00
Management Pack for IBM WebSphere Portal	240	52.80	12,000	2,640.00
Identity Management Enterprise Management				
Management Pack for Identity Management	5	1.10	Employee User	-
	1.00	0.2200	Non Employee User - External	-
Other Infrastructure Management				
Configuration Management Pack for Applications	5,000	1,100.00	Per Processor	-
	100	22.00	Per Named User Plus	-
Provisioning and Patch Automation Pack	3,500	770.00	Per Processor	-
	70	15.40	Per Named User Plus	-
System Monitoring Plug-in for Hosts	1,800	396.00	Per Processor	-
	35	7.70	Per Named User Plus	-
System Monitoring Plug-in for Non Oracle Databases	1,800	396.00	Per Processor	-
	35	7.70	Per Named User Plus	-
System Monitoring Plug-in for Non Oracle Middleware	1,800	396.00	Per Processor	-
	35	7.70	Per Named User Plus	-
System Monitoring Plug-in for Network Devices	1,800	396.00	Per Network Device	-
System Monitoring Plug-in for Storage	1,800	396.00	Per Terabyte	-
Management Connectors	5,800	1,276.00	Per Connector	-
Diagnostics Pack for Non-Oracle Middleware	7,000	1,540.00	Per Processor	-
	140	30.80	Per Named User Plus	-
Oracle VM Management Pack	1,800	396.00	Per Processor	-
	35	7.70	Per Named User Plus	-
Service Management				
Service Level Management Pack	3,500	770.00	Transaction	20
Real User Experience Insight	86,500	19,030.00	Per Processor	2
Real User Experience Insight Accelerator for E-Business Suite	25,000	5,500.00	Per Processor	-
Real User Experience Insight Accelerator for Siebel	25,000	5,500.00	Per Processor	-
Real User Experience Insight Accelerator for PeopleSoft	25,000	5,500.00	Per Processor	-
Applications Management				
Application Management Pack for E-Business Suite	140	30.80	7,000	1,540
Application Management Pack for Siebel	140	30.80	7,000	1,540
Application Management Pack for PeopleSoft	140	30.80	7,000	1,540
Application Management Pack for JD Edwards EnterpriseOne	140	30.80	7,000	1,540
Application Change Management Pack for Oracle E-Business Suite	140	30.80	7,000	1,540
Application Testing				
Load Testing for Web Applications Developer Edition	8,000	1,760.00		
Load Testing for Web Applications Controller			7,000	1,540.00
Load Testing for Web Applications	100	22.00		
Load Testing Accelerator for Web Services	25	5.50		
Load Testing Accelerator for Siebel	25	5.50		
Functional Testing for Web Applications	8,000	1,760.00		
Functional Testing Accelerator for Web Services	2,000	440.00		
Functional Testing Accelerator for Siebel	2,000	440.00		
Functional Testing Accelerator for Microsoft .NET	2,000	440.00		
Test Manager for Web Applications	2,000	440.00		

		Prices in USA (Dollar)			
Collaboration					
		Collaboration Program User License	Collaboration Program Processor License	Processor License	Collaboration Program Processor License
Collaboration					
Beehive Platform		50	11.00	-	-
Beehive Platform Options:					
Beehive Messaging		30	6.60	-	-
Beehive Team Collaboration		30	6.60	-	-
Beehive Synchronous Collaboration		20	4.40	-	-
Beehive Voicemail		20	4.40	-	-

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

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 for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non-Oracle Databases, System Monitoring Plug-in for Non-Oracle Middleware, Diagnostics Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Management Pack for IBM WebSphere Portal, and Provisioning and Patch Automation Pack, only the users of the program that is being managed/monitored are counted for the purpose of determining the number of licenses required.

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

With respect to the following programs: Load Testing for Web Applications, Load Testing for Web Applications Developer Edition, Load Testing Accelerator for Web Services, and Load Testing Accelerator for Siebel, each emulated human user and non-human operated device shall be considered as a virtual user and shall be counted for the purposes of determining the number of Named User Plus licenses required.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name, a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following program: Healthcare Transaction Base, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non-Oracle Databases, System Monitoring Plug-in for Non-Oracle Middleware, Diagnostics Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Management Pack for IBM WebSphere Portal, and Provisioning and Patch Automation Pack, only the processors on which the program that is being managed/monitored are running are counted for the purpose of determining the number of licenses required.

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

For the purposes of the following programs: Data Integrator Enterprise Edition, Data Integrator and Application Adapter for Data Integration, Informatica PowerCenter and PowerConnect Adapters, Application Adapters for Data Integration, and Application Adapter for Warehouse Builder for: PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Audit Vault Collection Agent, only the processors of the database sources from which audit data is collected must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache program is installed and/or running must be counted for the purpose of determining the number of licenses required.

Application User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion date for your entire employee population. Applications Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle iSupplier Portal, and Oracle Services Procurement programs, use by your external suppliers is included with your application user licenses.

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

Collaboration Program User: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. For the purposes of counting and licensing the number of Beehive Synchronous Collaboration users, a Collaboration Program User within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

Annual Transaction Volume: is defined as the U.S. dollar denominated total value of all purchase orders transacted and all auctions conducted through the Oracle Exchange Platform by you and others during the applicable year of the Oracle Exchange Platform license regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12-month period. You may not exceed the licensed number of CRF pages during any 12-month period unless you acquire additional CRF pages licenses from us.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

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

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product with which the software product is required to interface.

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.

Customer: is defined as the Customer entity specified on the ordering document. The programs may not be used or accessed for the business operations of any third party, including but not limited to your customers, partners, or your affiliates. There is no limitation on the number of physical servers on which such programs may be copied, installed and used.

Electronic Order Line: is defined as the total number of distinct electronic order lines entered electronically into the Oracle Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003, or Professional Users 2003 External) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

DEFINITIONS (Continued)

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

Employee User: is defined as an individual authorized by you to use the 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.

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

Expense Report: is defined as the total number of expense reports processed by the 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, including the dispatchers, to the field using the programs.

FTE Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

Hosted Named User: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

Invoice Line: is defined as the total number of invoice line items processed by the program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless you acquire additional Invoice Line licenses from us.

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

Module: is defined as each production database running the programs.

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

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Partner Organization: is defined as an external third party business entity that provides value-added services in marketing and selling your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For 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.

Physical Server: is defined as each physical server on which the programs are installed.

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.

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

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

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

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

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

For the Hyperion Data Relationship Management program, a record is defined as the unique occurrence of any business object or master data construct that you choose to manage within the program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

1000 Records: is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator program.

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Rule Set: is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.

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

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

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

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

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

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

DEFINITIONS (Continued)

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

UPK Employee: is defined as an active employee of yours. (note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

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

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

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

\$M In Revenue: is defined as one million United States dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year.

\$M In Managed Assets: is defined as one million U.S. dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the program, then sold within the previous 12 months.

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

ORACLE SUPPORT SERVICES

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

Software Update License & Support

Software Updates License & Support provides customers with the right to product upgrades and 24x7 technical support, and is available for five years from the release date of the product. Product upgrades includes upgraded versions of software, maintenance releases and patches. Customers receive direct access Oracle experts for product-specific questions about installing and operating Oracle software. Web based support is provided via OracleMetaLink. Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests.

Support Renewals

Prices shown on this price list are annual fees that apply to both perpetual and term licenses for first year support only. The price of a technical support renewal for Software Update License & Support is the technical support fees paid for the same licenses in the prior year, increased by the appropriate renewal adjustment. Oracle uses two different renewal adjustments: the Inflationary Adjustment Rate (IAR) and the Local Renewal Adjustment (LRA). Support for all licenses is adjusted by the greater of the LRA or the IAR. In all cases, any valid technical support cap included in a license agreement or ordering document that governs the licenses, limits the renewal adjustment. For more information on renewal adjustments, contact your Support Sales representative.

Advanced Customer Support

Advanced Customer Support is designed to provide an enhanced level of support to Oracle customers. Advanced Customer Support delivers tailored, flexible support solutions built to meet the customers' specific business requirements. Advanced Customer Support customers have the flexibility to purchase standard or combine standard services with specific offerings to provide a full solution.

Contact your local Support Sales representative for Advanced Customer Support information and pricing.

Incident Server Support Packages

Incident Server Support Packages provide incident-based web support for the following limited product sets:

- Oracle Database Server Support Package (2,300 USA (Dollar) for 10 incidents on one server):
Oracle Database Enterprise Edition, Oracle Database Standard Edition, Standard Edition One, Partitioning, Real Application Clusters, Advanced Compression
- Oracle Application Server Support Package (1,150 USA (Dollar) for 10 incidents on one server):
Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Java Edition

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

JDeveloper Support

JDeveloper Support is a 24x7 support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle JDeveloper. Web based support is provided via OracleMetaLink. Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests. JDeveloper Support is priced at 218.50 USA (Dollar) per Named User Plus per annum. Price applies to first year support only. JDeveloper Support is available only for the free version of JDeveloper downloaded from OTN after Jun 28, 2005. All standard Oracle support policies, as outlined in the Technical Support Policies, are applicable to JDeveloper purchased before this date.

Customer Support Services Policies and Definitions

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

Extended Support

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

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

Extended Support offers the following:

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

Sustaining Support

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

Sustaining Support provides:

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

Oracle Consulting Services

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.

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.



PeopleSoft Component Global Price List
July 16, 2009
Software Investment Guide

PeopleSoft Component Price List

Prices in USA (Dollar)

	Component License Price	Software Upgrade License & Support	License Metric	Minimum
Customer Relationship Management				
Banking Transactions	870	191.40	Application User	5
Bill Presentment and Account Management	1,750	385.00	Application User	5
Client Management	3,500	770.00	Application User	5
CRM Portal Pack	1,750	385.00	Application User	5
CTI Integration	2,295	504.90	Application User	5
HelpDesk	120	26.40	Employee	All Employees
HelpDesk for Employee Self Service	30	6.60	Employee	All Employees
HelpDesk for Human Resources	120	26.40	Employee	All Employees
HelpDesk Upgrade - Restricted License to Standard License	60	13.20	Employee	All Employees
Infosync Client	1,750	385.00	Application User	5
Infosync Server	1,750	385.00	Application User	5
Integrated FieldService	4,595	1,010.90	Application User	5
Marketing	7,200	1,584.00	Application User	5
Mobile Account Planning	1,450	319.00	Application User	5
Mobile Configurator	2,600	572.00	Application User	5
Mobile FieldService	2,295	504.90	Application User	5
Mobile Order Capture	1,450	319.00	Application User	5
Mobile Sales	1,450	319.00	Application User	5
Multichannel Communications	1,950	429.00	Application User	5
Order Capture	5,800	1,276.00	Application User	5
Order Capture Self Service	3,500	770.00	Application User	5
Partner Commerce	2,300	506.00	Application User	5
Partner Marketing	1,450	319.00	Application User	5
Partner Planning	870	191.40	Application User	5
Partner Platform	5,800	1,276.00	Application User	5
Partner Sales	1,450	319.00	Application User	5
Partner Service	870	191.40	Application User	5
Phone Number Administration	870	191.40	Application User	5
Policy and Claims Presentment	1,450	319.00	Application User	5
Real-Time Advisor	3,500	770.00	Application User	5
Sales	7,500	1,650.00	Application User	5
Sales for Blackberry	4,350	957.00	Application User	5
Services Management	2,600	572.00	Application User	5
SmartViews	4,350	957.00	Application User	5
Strategic Account Planning	4,350	957.00	Application User	5
Support	13,785	3,034.90	Application User	5
Support for Customer Self Service	1,450	319.00	Application User	5
Support Upgrade - Restricted License to Standard License	2,900	638.00	Application User	5
TeleSales	2,900	638.00	Application User	5
Workforce Communications	105	23.10	Employee	All Employees
Supply Chain Management				
Catalog Management	9,100	2,002.00	Application User	5
Collaborative Supply Management	3,650	803.00	Application User	5
Discrete Manufacturing	4,595	1,010.90	Application User	5
eProcurement	80	17.60	Application User	5
eSupplier Connection	9,195	2,022.90	Application User	5
Flow Production	1,050	231.00	Application User	5
Inventory	4,595	1,010.90	Application User	5
Inventory Policy Planning	13,800	3,036.00	Application User	5
Order Management	5,100	1,122.00	Application User	5
Product Configurator	3,800	836.00	Application User	5
Promotions Management	5,100	1,122.00	Application User	5
Purchasing	4,595	1,010.90	Application User	5
Services Procurement	2,995	658.90	Application User	5
Strategic Sourcing	9,195	2,022.90	Application User	5
Supplier Contract Management	6,895	1,516.90	Application User	5
Supply Chain Portal Pack	2,525	555.50	Application User	5
Supply Planning	12,300	2,706.00	Application User	5
Asset Lifecycle Management				
Asset Lifecycle Management Portal Pack	1,185	260.70	Application User	5
Enterprise Asset Management	4,595	1,010.90	Application User	5
Real Estate Management	4,595	1,010.90	Application User	5

PeopleSoft Component Price List

Prices in USA (Dollar)

	Component License Price	Software License Price (1 User, 1 Year)	License Fee	Minimum
CRM				
Contracts	8,895	1,516.90	Application User	5
ESA Portal Pack	1,100	242.00	Application User	5
Expenses	6	1.32	Expense Report	1,000
Grants	7,125	1,587.50	Application User	5
Pay/Bill Management	5,395	1,186.90	Application User	5
Program Management	2,895	636.90	Application User	5
Project Costing	4,595	1,010.90	Application User	5
Proposal Management	1,725	379.50	Application User	5
Resource Management	3,495	768.90	Application User	5
Financials				
eSettlements	1,950	429.00	Application User	5
Financials	4,595	1,010.90	Application User	5
Financials Portal Pack	1,185	260.70	Application User	5
Internal Controls Enforcer	2,795	614.90	Application User	5
Transaction Billing Processor	1,595	350.90	Application User	5
Treasury	26,995	6,378.90	Application User	5
Human Resources				
Absence Management	52	11.44	Employee	All Employees
Benefits Administration	85	18.70	Employee	All Employees
Directory Interface	12	2.64	Employee	All Employees
eCompensation	35	7.70	Employee	All Employees
ePerformance	105	23.10	Employee	All Employees
HRMS Portal Pack	12	2.64	Employee	All Employees
Human Resources	185	40.70	Employee	All Employees
Payroll	225	49.50	Employee	All Employees
Payroll Interface	70	15.40	Employee	All Employees
Payroll Interface Connector for ADP Connection	35	7.70	Employee	All Employees
Pension Administration	85	18.70	Employee	All Employees
Recruiting Solutions	75	16.50	Employee	All Employees
Stock Administration	58	12.78	Employee	All Employees
Time and Labor	110	24.20	Employee	All Employees
Oracle Workforce Scheduling	225	49.50	Employee	All Employees
Enterprise Learning Management	105	23.10	Employee	All Employees
Education				
Gradebook	12	2.64	FTE Student	All Students
Campus Self Service	35	7.70	FTE Student	All Students
Contributor Relations	1,350	297.00	Application User	5
Student Administration	185	40.70	FTE Student	All Students
Student Administration Integration Pack	17	3.74	FTE Student	All Students
Community				
Community Portal	430	94.60	Application User	5
Enterprise Portal	600	132.00	Application User	5
Workforce				
HCM Warehouse	145	31.90	Employee	All Employees
Workforce Planning	17	3.740	Employee	All Employees
Workforce Rewards	17	3.740	Employee	All Employees
Project Portfolio Management	6,895	1,516.90	Application User	5
PeopleTools-Enterprise Development	1,150	253.00	Application User	5
PeopleTools-Enterprise Development Starter Kit	260	57.20	Application User	5
Process Modeler Client	130	28.60	Application User	5
Fusion Campus Solutions Intelligence for PeopleSoft Enterprise	30	8.60	FTE Student	All Students

PeopleSoft Component Price List

	Component License Price	Software Update License & Support	License Metric	Minimum
Governance, Risk, and Compliance				
Governance, Risk, and Compliance Manager	4,595	1,010.90	Application User	40
Fusion Governance, Risk, and Compliance Intelligence	4,595	1,010.90	Application User	10
Application Access Controls Governor	895	196.90	Monitored User	100
Option: Application Access Controls for PeopleSoft Enterprise	200	44.00	Monitored User	100
Configuration Controls Governor	315	69.30	Monitored User	100
Option: Configuration Controls for PeopleSoft Enterprise	255	56.10	Monitored User	100
Application Integration Architecture				
Application Integration Architecture Communications Foundation Pack	56,000	12,320.00	Processor	1
Application Integration Architecture Foundation Pack	46,000	10,120.00	Processor	1
Application Integration Architecture Foundation Pack	920	202.40	Named User Plus	1
Application Integration Architecture Insurance Foundation Pack	56,000	12,320.00	Processor	1
Application Integration Architecture Utilities Foundation Pack	56,000	12,320.00	Processor	1
Oracle Enterprise Taxation Management Integration to PeopleSoft Enterprise Financials for General Ledger and Accounts Payable	35,000	7,700.00	Processor	1
Oracle Financials Accounting Hub Integration Pack for PeopleSoft General Ledger	35,000	7,700.00	Processor	1
Oracle Retail Merchandising Integration Pack for PeopleSoft Enterprise Financials: Financial Operations Control	70,000	15,400.00	Processor	1
Oracle Utilities Customer Care and Billing Integration to PeopleSoft Enterprise Financials for General Ledger and Accounts Payable	35,000	7,700.00	Processor	1
Oracle Tutor				
Oracle Tutor	570	125.40	Application User	50
UPK				
Oracle User Productivity Kit	17,500	3,850.00	UPK Developer	1
Oracle User Productivity Kit	60	13.20	UPK User	50
Oracle User Productivity Kit	30	6.60	UPK Employee	500
Oracle User Productivity Kit Professional	25,000	5,500.00	UPK Developer	1
Oracle User Productivity Kit Professional	80	17.60	UPK User	50
Oracle User Productivity Kit Professional	40	8.80	UPK Employee	500
User Productivity Kit Content Modules by CRM				
PeopleSoft Enterprise UPK for HelpDesk Human Resources (up to 4K employees and/or \$1 billion in revenue)	8,800	1,936.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	17,600	3,872.00	UPK Module	not applicable
PeopleSoft Enterprise UPK for Online Marketing (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
PeopleSoft Enterprise UPK for Support (up to 4K employees and/or \$1 billion in revenue)	8,800	1,936.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	17,600	3,872.00	UPK Module	not applicable

PeopleSoft Component Price List

Prices in USA (Dollar)

	Component License Price	Software Updates License & Support	License Metric	Hardware
User Productivity: HR Content Management for HRMS				
PeopleSoft Enterprise UPK Absence Management (up to 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	70,000	15,400.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Benefits Administration (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
PeopleSoft Enterprise UPK eBenefits (up to 4K employees and/or \$1 billion in revenue)	8,800	1,936.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	17,600	3,872.00	UPK Module	not applicable
PeopleSoft Enterprise UPK eCompensation Manager Desktop (up to 4K employees and/or \$1 billion in revenue)	8,800	1,936.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	17,600	3,872.00	UPK Module	not applicable
PeopleSoft Enterprise UPK ePay (up to 4K employees and/or \$1 billion in revenue)	8,800	1,936.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	17,600	3,872.00	UPK Module	not applicable
PeopleSoft Enterprise UPK ePerformance (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
PeopleSoft Enterprise UPK eProfile (up to 4K employees and/or \$1 billion in revenue)	8,800	1,936.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	17,600	3,872.00	UPK Module	not applicable
PeopleSoft Enterprise UPK eProfile Manager Desktop (up to 4K employees and/or \$1 billion in revenue)	8,800	1,936.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	17,600	3,872.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Human Resources (up to 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	70,000	15,400.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Payroll for North America (up to 4K employees and/or \$1 billion in revenue)	34,500	7,590.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	70,000	15,400.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Talent Acquisition Manager (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Time & Labor (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
User Productivity: HR Content Management for Financial/HR Systems				
PeopleSoft Enterprise UPK Enterprise Learning Management (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
User Productivity: HR Content Management for Financial/HR Systems				
PeopleSoft Enterprise UPK Asset Management (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
PeopleSoft Enterprise UPK for Cash Management (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Contracts (up to 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	70,000	15,400.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Expenses (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
PeopleSoft Enterprise UPK General Ledger (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Grants (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Payables (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Project Costing (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Receivables (up to 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	70,000	15,400.00	UPK Module	not applicable

PeopleSoft Component Price List

Prices in USA (Dollar)

	Component License Price	Component License Price	License Model	Support
User Productivity Kit Content Modules for ERP Financials				
PeopleSoft Enterprise UPK Planning and Budgeting (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
User Productivity Kit Content Modules for Supply Chain Management				
PeopleSoft Enterprise UPK Billing (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
PeopleSoft Enterprise UPK eProcurement (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Inventory (up to 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	70,000	15,400.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Order Management (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Purchasing (up to 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	70,000	15,400.00	UPK Module	not applicable
PeopleSoft Enterprise UPK for Strategic Sourcing (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
User Productivity Kit Content Modules for Portals				
PeopleSoft Enterprise UPK Enterprise Portal (up to 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	70,000	15,400.00	UPK Module	not applicable
User Productivity Kit Content Modules for CRM				
PeopleSoft Enterprise UPK for Contributor Relations (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Student Administration (up to 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	70,000	15,400.00	UPK Module	not applicable
User Productivity Kit Content Modules for HRMS				
PeopleSoft Enterprise UPK Fundamentals for Campus Solutions (up to 4K employees and/or \$1 billion in revenue)	8,800	1,936.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	17,600	3,872.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Fundamentals for Financials and Supply Chain Management Software Modules (up to 4K employees and/or \$1 billion in revenue)	8,800	1,936.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	17,600	3,872.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Fundamentals for HRMS Software Modules (up to 4K employees and/or \$1 billion in revenue)	8,800	1,936.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	17,600	3,872.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Reporting Tools for Campus Solutions (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Reporting Tools for Financials/ESA and Supply Chain Management Software Modules (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Reporting Tools for HRMS Software Modules (up to 4K employees and/or \$1 billion in revenue)	17,500	3,850.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
PeopleSoft Enterprise UPK Reporting Tools for PeopleTools (up to 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	70,000	15,400.00	UPK Module	not applicable

PeopleSoft Component Price List

Prices in USA (Dollar)

Component License	Component License Price	Component License Price	Licensing Method	Minimum
Not available for distribution by Oracle partner				
Not available for distribution by Oracle partner				
Micro Focus International Ltd. Net Express COBOL for Windows				
1 Named User	16,000	3,520.00	See Supplement	not applicable
2 Named Users	28,800	6,336.00	See Supplement	not applicable
3 Named Users	40,500	8,910.00	See Supplement	not applicable
5 Named Users	65,500	14,410.00	See Supplement	not applicable
12 Named Users	115,000	25,300.00	See Supplement	not applicable
25 Named Users	172,500	37,950.00	See Supplement	not applicable
Micro Focus International Ltd. Server Express COBOL for UNIX®				
1 Named User	16,000	3,520.00	See Supplement	not applicable
2 Named Users	28,800	6,336.00	See Supplement	not applicable
3 Named Users	40,500	8,910.00	See Supplement	not applicable
5 Named Users	65,500	14,410.00	See Supplement	not applicable
12 Named Users	115,000	25,300.00	See Supplement	not applicable
25 Named Users	172,500	37,950.00	See Supplement	not applicable
Micro Focus International Ltd. Server Express - Migration from Object COBOL				
2 Named Users	23,000	5,060.00	See Supplement	not applicable
3 Named Users	32,000	7,040.00	See Supplement	not applicable
5 Named Users	52,500	11,550.00	See Supplement	not applicable
12 Named Users	92,000	20,240.00	See Supplement	not applicable
25 Named Users	138,000	30,360.00	See Supplement	not applicable
Ascential PACK for Oracle Applications				
Ascential PACK for Oracle Applications	86,500	19,030.00	See Supplement	not applicable
Ascential PACK for SAP BW	86,500	19,030.00	See Supplement	not applicable
Ascential PACK for SAP R/3	86,500	19,030.00	See Supplement	not applicable
Ascential PACK for Siebel	86,500	19,030.00	See Supplement	not applicable
Business Objects - Not available for distribution by Oracle partner				
Crystal Enterprise/Business Objects Enterprise for PeopleSoft Enterprise	28,800	6,336.00	See Supplement	not applicable
Additional Concurrent Access Licenses (bundles of 5)				

DEFINITIONS

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

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

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.

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

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.

Monitored User: is defined as an individual who is monitored by an Analytics program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time.

Individual users who are licensed for an Analytics program by either Named User Plus or Application User may not be licensed by Monitored User.

For the purpose of the Usage Accelerator Analytics program, every user of your licensed CRM Sales application program must be licensed.

For the purpose of the Human Resources Compensation Analytics program, all of your employees must be licensed.

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the program(s), as created/defined in the User Administration function of E-Business Suite. Users of IProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications/programs) users (individuals) that the program monitors.

Named User Plus: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

DEFINITIONS continued

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. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name, a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following program: Healthcare Transaction Base, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

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

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

For the purposes of the following programs: Data Integrator Enterprise Edition, Data Integrator and Application Adapter for Data Integration, Informatica PowerCenter and PowerConnect Adapters, Application Adapters for Data Integration, and Application Adapter for Warehouse Builder for: PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Audit Vault Collection Agent, only the processors of the database sources from which audit data is collected must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache program is installed and/or running must be counted for the purpose of determining the number of licenses required.

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

UPK Employee: is defined as an active employee of yours. (note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

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

UPK Module: is defined as the functional software component described in the product documentation.

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

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.

5 Year Term: A Program license specifying a 5 Year Term shall commence on the Effective Date of the order and shall continue for a period of 5 years. At the end of the 5 Year Term the Program license shall terminate automatically.

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

3 Year Term: A Program license specifying a 3 Year Term shall commence on the Effective Date of the order and shall continue for a period of 3 years. At the end of the 3 Year Term the Program license shall terminate automatically.

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

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

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

Oracle Support Services

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

Software Update License & Support

Software Updates License & Support provides customers with the right to product upgrades and 24x7 technical support, and is available for five years from the release date of the product. Product upgrades includes upgraded versions of software, maintenance releases and patches. Customers receive direct access Oracle experts for product-specific questions about installing and operating Oracle software. Web based support is provided via OracleMetaLink. Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests.

Support Renewals

Prices shown on this price list are annual fees that apply to both perpetual and term licenses for first year support only. The price of a technical support renewal for Software Update License & Support is the technical support fees paid for the same licenses in the prior year, increased by the Inflationary Adjustment Rate (IAR). For licenses with an active Contractual Cap Rate (CCR), support is increased by the lower of the CCR or the IAR. In all cases, any valid technical support cap included in a license agreement or ordering document that governs the licenses, limits the renewal adjustment. For more information on renewal adjustments, contact your Support Sales representative.

Advanced Customer Support

Advanced Customer Support is designed to provide an enhanced level of support to Oracle customers. Advanced Customer Support delivers tailored, flexible support solutions built to meet the customers' specific business requirements. Advanced Customer Support customers have the flexibility to purchase standard or combine standard services with specific offerings to provide a full solution.

Contact your local Support Sales representative for Advanced Customer Support information and pricing.

Incident Server Support Packages

Incident Server Support Packages provide Incident-based web support for the following limited product sets:

- Oracle Database Server Support Package (2,300 USA (Dollar) for 10 incidents on one server):
Oracle Database Enterprise Edition, Oracle Database Standard Edition, Standard Edition One, Partitioning, Real Application Clusters, Advanced Compression
- Oracle Application Server Support Package (1,150 USA (Dollar) for 10 incidents on one server):
Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Java Edition

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

Customer Support Services Policies and Definitions

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

Extended Support

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

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

Extended Support offers the following:

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

Sustaining Support

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

Sustaining Support provides:

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

Oracle Cloud Services

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.

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.

EXHIBIT B
Unpaid Technical Support Invoices Exhibit

Support Renewal Contract Number	Invoice Numbers	Amount of Outstanding Technical Support Invoices	Support Expiration Date
1694889	41019170, 41019171, 41019172, 41019173	\$40,832.00	May 27, 2010
2070668	40909097	\$97,994.94	June 30, 2009
2077677	40900728	\$17,666.32	June 30, 2009
2669823	40959281, 40959282, 40959284	\$10,197.00	February 20, 2010
2759307	40999264, 40999265, 40999266, 40999267	\$13,596.00	May 22, 2010
2759666	40996925, 40996926, 40996927, 40996928	\$6,775.34	May 22, 2010
2762293	40997114, 40997115, 40997116, 40997117	\$1,189.65	26-May-10
2764619	40990710, 40990711, 40990712, 40990713	\$7,137.92	27-May-09
2771231	41015941 (1 - 4)	\$5,497.00	30-May-10
2873425	2301139 (4)	\$17,718.80	July 30, 2009
3299867	2341388 (1 - 4)	\$10,725.00	January 20, 2010
	TOTAL	\$229,329.97	

**EXHIBIT C
PRICE HOLD**

Product Description	Metric	Net Lic	Net Support
-PeopleSoft Enterprise EPM Portal Pack	2,000 - Enterprise \$M in Operating Budget	\$ 44,460.00	\$ 9,781.20
-Peoplesoft Enterprise Application Access Controls for Peoplesoft Enterprise	2,000 - Enterprise \$M in Operating Budget	\$ 51,300.00	\$ 11,286.00
-Oracle Fusion Governance, Risk, and Compliance Intelligence	2,000 - Enterprise \$M in Operating Budget	\$ 203,490.00	\$ 44,767.80
-PeopleSoft Enterprise Multichannel Communications	2,000 - Enterprise \$M in Operating Budget	\$ 109,440.00	\$ 24,076.80
-PeopleSoft Enterprise CRM Portal Pack	2,000 - Enterprise \$M in Operating Budget	\$ 44,460.00	\$ 9,781.20
PeopleSoft Enterprise Workforce Communications	120,000 Enterprise Employee	1,209,600.00	266,112.00
PeopleSoft Enterprise Workforce Rewards	120,000 Enterprise Employee	195,840.00	43,084.80
PeopleSoft Enterprise Workforce Planning	120,000 Enterprise Employee	195,840.00	43,084.80
PeopleSoft Enterprise HCM Warehouse	120,000 Enterprise Employee	1,670,400.00	367,488.00
PeopleSoft Enterprise Workforce Scorecard	120,000 Enterprise Employee	172,800.00	38,016.00
Oracle Tutor	120,000 Enterprise Employee	230,400.00	50,688.00

**(1) ORACLE TECHNOLOGY GLOBAL PRICE LIST
JULY 1, 2009 (ATTACHED)**

**(2) ORACLE PEOPLESFT COMPONENT GLOBAL PRICE LIST
JULY 16, 2009 (ATTACHED)**

**EXHIBIT D
EXPANSION**

Listed below is the license fee and first year Software Update License & Support fee for the program(s) listed in section A with the license type Enterprise Employee that may be purchased pursuant to section F.3.

Program		Increment	Incremental License Fee	First Year SUL&S Fee
<ul style="list-style-type: none"> -PeopleSoft Enterprise HelpDesk for Human Resources -PeopleSoft Enterprise Recruiting Solutions -PeopleSoft Enterprise ePerformance -PeopleSoft Enterprise HRMS Portal Pack -PeopleSoft Enterprise Payroll -PeopleSoft Enterprise Human Resources -PeopleSoft Enterprise Absence Management -PeopleSoft Enterprise Benefits Administration -PeopleSoft Enterprise eCompensation -PeopleSoft Enterprise Time and Labor -PeopleSoft Enterprise Learning Management -PeopleSoft Enterprise Portal -User Productivity Kit Professional 	Enterprise Employee	12,000	\$299,227.37	\$59,845.47
	<ul style="list-style-type: none"> -PeopleSoft Enterprise UPK HelpDesk for Human Resources -PeopleSoft Enterprise UPK Human Resources -PeopleSoft Enterprise UPK Payroll for North America -PeopleSoft Enterprise UPK Benefits Administration -PeopleSoft Enterprise UPK Time & Labor -PeopleSoft Enterprise UPK ePay -PeopleSoft Enterprise UPK eProfile -PeopleSoft Enterprise UPK eBenefits -PeopleSoft Enterprise UPK ePerformance -PeopleSoft Enterprise UPK eCompensation Manager Desktop -PeopleSoft Enterprise UPK eProfile Manager Desktop -PeopleSoft Enterprise UPK Absence Management -PeopleSoft Enterprise UPK Talent Acquisition -PeopleSoft Enterprise UPK Enterprise Learning Management -PeopleSoft Enterprise UPK Enterprise Portal -PeopleSoft Enterprise UPK Reporting Tools for HRMS Software Modules -PeopleSoft Enterprise UPK Fundamentals for HRMS Software Modules -PeopleSoft Enterprise UPK Reporting Tools for PeopleTools -User Productivity Kit Professional 			

EXHIBIT E
CONVERTED AND REPLACED LICENSES

Table 1

Existing License	Existing Quantity	Existing Metric	CSI #
SERVER EE 7.3	85	CONCURRENT DEVICE	1540692
SERVER EE 7.3	42	CONCURRENT DEVICE	1657600
ORACLE SERVER 7.3.3	100	CONCURRENT DEVICE	1851096
ORACLE SERVER 8.0.5	32	CONCURRENT DEVICE	2629991
ORACLE SERVER 8.0.5	64	CONCURRENT DEVICE	2629991
ORACLE SERVER 8.0.5	125	CONCURRENT DEVICE	2629991
APP SVR EE DOM 4.0	32	CONCURRENT DEVICE	2630560
APP SVR EE DOM 4.0	64	CONCURRENT DEVICE	2630560
SERVER EE 8 8.0	4	CONCURRENT DEVICE	3018131
Oracle8i Standard Edition	30	CONCURRENT DEVICE	3018193
Oracle8i Enterprise Edition	15100	Power Unit RISC	3069401
Oracle8i Enterprise Edition	8	CONCURRENT DEVICE	3069914
Advanced Security	64	CONCURRENT DEVICE	3191365
Oracle8i Enterprise Edition	64	CONCURRENT DEVICE	3191365
Oracle8i Standard Edition	60	CONCURRENT DEVICE	3192753
Oracle Database Standard Edition	1000	Universal Power Unit	3208379
Oracle Database Enterprise Edition	1800	Universal Power Unit	3217339
Internet Application Server Enterprise Edition	933	Universal Power Unit	3231103
Oracle Database Standard Edition	1400	Universal Power Unit	3231103
Oracle Database Enterprise Edition	4	Processor	3281546
Oracle Database Enterprise Edition	4	Processor	3300504
Oracle Database Enterprise Edition	8	Processor	3301191
Oracle Database Enterprise Edition	4	Processor	3319089
Internet Application Server Enterprise Edition	2	Processor	3405174
Advanced Security	9	Processor	3425220
Diagnostics Pack	3	Processor	3425220
Internet Application Server Enterprise Edition	2	Processor	3425220
Oracle Database Enterprise Edition	4	Processor	3425220
Oracle Database Enterprise Edition	28	Processor	3425220
Oracle Database Enterprise Edition	35	Processor	3425220
Tuning Pack	3	Processor	3425220
Internet Application Server Enterprise Edition	4	Processor	3771510
Internet Application Server Enterprise Edition	150	Named User Plus	3771510
Oracle Database Enterprise Edition	8	Processor	3771510
Oracle Database Enterprise Edition	250	Named User Plus	3771510
Partitioning	50	Processor	3771510
Internet Application Server Enterprise Edition	25	NAMED USER	3818974
Oracle Database Enterprise Edition	25	NAMED USER	3818974
Internet Application Server Enterprise Edition	2	Processor	3873096
Change Management Pack	12	Processor	3873112
Diagnostics Pack	12	Processor	3873112
Oracle Database Enterprise Edition	12	Processor	3873112
Tuning Pack	12	Processor	3873112

Oracle Database Enterprise Edition	2	Processor	14454136
Oracle Database Enterprise Edition	1	Processor	14455553
Partitioning	6	Processor	14699046
Oracle Database Enterprise Edition	4	Processor	14838438
Oracle Database Enterprise Edition	4	Processor	14838954
Oracle Database Enterprise Edition	50	Named User Plus	15278343
Oracle Database Enterprise Edition	30	Named User	15278347
Oracle Database Enterprise Edition	12	Processor	15287334
Partitioning	18	Processor	15287334
Oracle Database Standard Edition	100	Named User Plus	15450656
Oracle Database Enterprise Edition	4	Processor	15597324
Provisioning and Patch Automation Pack for Oracle Middleware	20	Processor	15597324
Real Application Clusters	24	Processor	15597324
Oracle Database Enterprise Edition	2	Processor	15683196
Oracle Database Enterprise Edition	50	Named User Plus	15683196
Coherence Standard Edition	14	Processor	15683467
Coherence Standard Edition	80	Named User Plus	15683467
Oracle Database Enterprise Edition	100	Named User Plus	15801568
Oracle Database Enterprise Edition	6	Processor	15891150
Oracle Database Enterprise Edition	12	Processor	15891152
Real Application Clusters	4	Processor	15906158
Diagnostics Pack	4	Processor	15906358
Provisioning and Patch Automation Pack for Database	4	Processor	15906358
Tuning Pack	4	Processor	15906358
Oracle Database Standard Edition	25	Named User Plus	15913834
Oracle Database Standard Edition	3	Processor	15914990
Oracle Database Enterprise Edition	14	Processor	15919299
BEA WebLogic Server Advantage Edition	2	CPU	15956883
BEA WebLogic Server Advantage Edition	4	CPU	15962077
BEA WebLogic Server Premium Edition	4	CPU	15962077
BEA WebLogic Server Premium Edition	8	CPU	15976738
BEA WebLogic Server Advantage Edition	2	CPU	15977726
BEA WebLogic Server Advantage Edition	2	CPU	15978744
BEA WebLogic Server Premium Edition	4	CPU	15980319
BEA WebLogic Server Advantage Edition	2	CPU	15982553
Diagnostics Pack	6	Processor	15998478
Diagnostics Pack	150	Named User Plus	15998478
Diagnostics Pack for Internet Application Server	6	Processor	15998478
Diagnostics Pack for Internet Application Server	20	Named User Plus	15998478
Internet Application Server Standard Edition	6	Processor	15998478
Internet Application Server Standard Edition	240	Named User Plus	15998478
Oracle Database Enterprise Edition	6	Processor	15998478
Oracle Database Enterprise Edition	250	Named User Plus	15998478
Real Application Clusters	6	Processor	15998478
Real Application Clusters	150	Named User Plus	15998478
Tuning Pack	200	Named User Plus	15998478
Oracle Database Standard Edition	2	Processor	16182876
WebLogic Server Standard Edition	3	Processor	16182876
Programmer	1	Named User	3425220
Oracle Database Enterprise Edition	4	Processor	3858415

Advanced Security	2	Processor	13592566
Change Management Pack	2	Processor	13592566
Diagnostics Pack	2	Processor	13592566
Internet Application Server Enterprise Edition	6	Processor	13592566
Oracle Database Enterprise Edition	2	Processor	13592566
Tuning Pack	2	Processor	13592566
BEA WebLogic Server Premium Edition	8	CPU	15976738
BEA WebLogic Server Advantage Edition	2	CPU	15977726

Table 2

Existing License	CSI #
PeopleSoft Enterprise Payroll For Public Sector - Employee Count Perpetual	14501931
PeopleSoft Enterprise Human Resources For Public Sec -Employee Count Perpetual	14501931
PeopleSoft Enterprise Benefits Admin. For Public Sec – Employee Count Perpetual	14501931
PeopleSoft Enterprise Talent Acquisition Manager – Employee Count Perpetual	14501932
PeopleSoft Enterprise eProfile - Employee Count Perpetual	14501867
PeopleSoft Enterprise eBenefits - Employee Count Perpetual	14501542
PeopleSoft Enterprise Time & Labor - Employee Count Perpetual	14501931
PeopleSoft Enterprise Absence Management – Employee Count Perpetual	14501932
PeopleSoft Enterprise eCompensation – Employee Count Perpetual	14501867
PeopleSoft Enterprise eRecruit – Employee Count Perpetual	14501867
PeopleSoft Enterprise Flexible Spending Accounts – Employee Count Perpetual	14501931
PeopleSoft Enterprise eDevelopment – Employee Count Perpetual	14501542
PeopleSoft Enterprise ePay – Employee Count Perpetual	14501542

Exhibit F
Enterprise Employee Count Exhibit

```
SELECT PAY_END_DT, COUNT(*)
FROM PS_PAY_CHECK
WHERE COMPANY = 'COM'
      AND PAYGROUP LIKE 'N%'
      AND OFF_CYCLE = 'N'
      AND PAY_END_DT >='02-FEB-2000'
      AND TOTAL_GROSS > 0
GROUP BY PAY_END_DT
ORDER BY PAY_END_DT
```

Date	Enterprise Employee
01/05/2008 00:00:00	74,975.00
06/07/2008 00:00:00	77,611.00
06/21/2008 00:00:00	79,167.00
07/05/2008 00:00:00	78,348.00
07/19/2008 00:00:00	78,701.00
08/02/2008 00:00:00	78,141.00
08/16/2008 00:00:00	78,559.00
08/30/2008 00:00:00	77,760.00
09/13/2008 00:00:00	79,101.00
09/27/2008 00:00:00	80,675.00
10/11/2008 00:00:00	82,159.00
10/25/2008 00:00:00	81,533.00
11/08/2008 00:00:00	82,094.00
11/22/2008 00:00:00	80,954.00
12/06/2008 00:00:00	82,046.00
12/20/2008 00:00:00	81,237.00
01/03/2009 00:00:00	76,806.00
01/17/2009 00:00:00	77,873.00
01/31/2009 00:00:00	81,847.00
02/14/2009 00:00:00	85,159.00
02/28/2009 00:00:00	86,210.00
03/14/2009 00:00:00	85,836.00
03/28/2009 00:00:00	84,409.00
04/11/2009 00:00:00	86,170.00
04/25/2009 00:00:00	84,949.00
05/09/2009 00:00:00	87,127.00
05/23/2009 00:00:00	82,882.00
06/06/2009 00:00:00	77,014.00

Exhibit G
Minimum License Quantities Exhibit

Product Description / License Type	License Floor Quantity
Oracle Database Enterprise Edition - Processor Perpetual	32
Real Application Clusters - Processor Perpetual	31
Partitioning - Processor Perpetual	31
Advanced Security - Processor Perpetual	24
Database Vault - Processor Perpetual	24
Oracle Real Application Testing - Processor Perpetual	10
Oracle Active Data Guard - Processor Perpetual	31
Diagnostics Pack - Processor Perpetual	31
Tuning Pack - Processor Perpetual	31
Change Management Pack - Processor Perpetual	31
Provisioning and Patch Automation Pack for Database - Processor Perpetual	31
Configuration Management Pack for Oracle Database - Processor Perpetual	31
Data Integrator Enterprise Edition - Processor Perpetual	4
WebLogic Suite - Processor Perpetual	27
Management Pack Plus for SOA - Processor Perpetual	12
Management Pack for WebLogic Server - Processor Perpetual	27
SOA Suite for Oracle Middleware - Processor Perpetual	12
**Enterprise Repository - Processor Perpetual	2
**Service Registry - Processor Perpetual	2

ORACLE

Enabling the Information Age™

INVOICE

Federal Tax ID: 84-1332677

INVOICE NUMBER	2397468
INVOICE DATE	31-Aug-2009
YOUR P.O. NUMBER	OFD32518
PAYMENT TERMS	NET 30 DAYS
DUE DATE	30-Sep-2009

BILL TO :
 Commonwealth Of Massachusetts
 Larry Anonuevo
 c/o OFD 500 oracle Pky MS-OPL 1
 Redwood Shores, CA 94065
 UNITED STATES

PAYMENT INSTRUCTIONS:

REFERENCE	2397468	ON YOUR REMITTANCE
MAIL CHECKS TO:	Oracle USA, Inc. PO BOX 44471 SAN FRANCISCO CA 94144-4471	
WIRE TRANSFERS TO:	WELLS FARGO BANK ABA 121000248 ACCT 4522-020841	

SHIP TO :
 Massachusetts Executive Office of Administration
 and Finance
 Marcie Desmond..
 One Ashburton Pl
 8th Fl
 Boston, MA 02108
 UNITED STATES

DO NOT PAY - FOR INFO ONLY

FOR BILLING QUESTIONS, CALL COLLECTIONS CENTER (888) 803-7414

ORACLE SALESPERSON	ORACLE ORDER NUMBER	CUSTOMER CONTACT	END USER
Burns, Mr John (Bill)	8432279	Larry Anonuevo	Massachusetts Executive Office of Administration and Finance

ITEM NO.	DESCRIPTION	QTY/ NO. OF USERS	TAX	EXTENDED AMOUNT
1	PeopleSoft Enterprise UPK Enterprise Learning Management - Enterprise Employee Perpetual - License	120000	N	2,163.35
2	PeopleSoft Enterprise UPK Enterprise Portal - Enterprise Employee Perpetual - License	120000	N	4,326.70
6	User Productivity Kit Professional - Enterprise Employee Perpetual - License	120000	N	296,688.26
7	PeopleSoft Enterprise UPK Payroll for North America - Enterprise Employee Perpetual - License	120000	N	4,326.70

SPECIAL INSTRUCTIONS:	SUBTOTAL	TAX	SHIPPING/ HANDLING	TOTAL(USD)
	6,866,133.67	0.00	0.00	6,866,133.67
	Less payments			0.00
	Credits/Adjustments			
	Outstanding Balance as of 11-Sep-2009			

ORACLE®**Enabling the Information Age™****INVOICE**

Federal Tax ID: 84-1332677

INVOICE NUMBER	2397468
INVOICE DATE	31-Aug-2009
YOUR P.O. NUMBER	OFD32518
PAYMENT TERMS	NET 30 DAYS
DUE DATE	30-Sep-2009

8	PeopleSoft Enterprise UPK Human Resources - Enterprise Employee Perpetual - License	120000	N	4,326.70
9	PeopleSoft Enterprise UPK Benefits Administration - Enterprise Employee Perpetual - License	120000	N	2,163.35
10	PeopleSoft Enterprise UPK ePay - Enterprise Employee Perpetual - License	120000	N	1,087.86
11	PeopleSoft Enterprise UPK eBenefits - Enterprise Employee Perpetual - License	120000	N	1,087.86
12	PeopleSoft Enterprise UPK eProfile - Enterprise Employee Perpetual - License	120000	N	1,087.86
13	PeopleSoft Enterprise UPK eCompensation Manager Desktop - Enterprise Employee Perpetual - License	120000	N	1,087.86
14	PeopleSoft Enterprise UPK Talent Acquisition Manager- Enterprise Employee Perpetual - License	120000	N	2,163.35
15	PeopleSoft Enterprise UPK eProfile Manager Desktop - Enterprise Employee Perpetual - License	120000	N	1,087.86
16	PeopleSoft Enterprise UPK Reporting Tools for HRMS Software Modules - Enterprise Employee Perpetual - License	120000	N	2,163.35
17	PeopleSoft Enterprise UPK Fundamentals for HRMS Software Modules - Enterprise Employee Perpetual - License	120000	N	1,087.86
18	Real Application Clusters - Processor Perpetual - Unlimited	1	N	418,156.94
19	Database Vault - Processor Perpetual - Unlimited	1	N	324,071.63
20	Oracle Real Application Testing - Processor Perpetual - Unlimited	1	N	78,404.43
21	Configuration Management Pack for Oracle Database - Processor Perpetual - Unlimited	1	N	90,903.68
22	Change Management Pack - Processor Perpetual - Unlimited	1	N	63,632.58

SPECIAL INSTRUCTIONS:	SUBTOTAL	TAX	SHIPPING/ HANDLING	TOTAL(USD)
	6,866,133.67	0.00	0.00	6,866,133.67
	Less payments			0.00
	Credits/Adjustments			
	Outstanding Balance as of 11-Sep-2009			

ORACLE®**Enabling the Information Age™****INVOICE**

Federal Tax ID: 84-1332677

INVOICE NUMBER	2397468
INVOICE DATE	31-Aug-2009
YOUR P.O. NUMBER	OFD32518
PAYMENT TERMS	NET 30 DAYS
DUE DATE	30-Sep-2009

23	Management Pack for WebLogic Server - Processor Perpetual - Unlimited	1	N	38,861.32
31	Partitioning - Processor Perpetual - Unlimited	1	N	209,078.47
32	Advanced Security - Processor Perpetual - Unlimited	1	N	209,078.47
33	Diagnostics Pack - Processor Perpetual - Unlimited	1	N	90,903.68
34	Oracle Active Data Guard - Processor Perpetual - Unlimited	1	N	105,448.27
35	Tuning Pack - Processor Perpetual - Unlimited	1	N	90,903.68
36	Provisioning and Patch Automation Pack for Database - Processor Perpetual - Unlimited	1	N	63,632.58
37	WebLogic Suite - Processor Perpetual - Unlimited	1	N	511,333.22
38	Data Integrator Enterprise Edition - Processor Perpetual - Unlimited	1	N	52,269.62
39	Enterprise Repository - Processor Perpetual - Unlimited	1	N	65,905.17
40	Service Registry - Processor Perpetual - Unlimited	1	N	62,723.54
41	PeopleSoft Enterprise UPK Reporting Tools for PeopleTools - Enterprise Employee Perpetual - License	120000	N	4,326.70
43	Management Pack Plus for SOA - Processor Perpetual - Unlimited	1	N	109,084.42
44	SOA Suite for Oracle Middleware - Processor Perpetual - Unlimited	1	N	418,156.94
46	PeopleSoft Enterprise UPK HelpDesk for Human Resources - Enterprise Employee Perpetual - License	120000	N	1,087.86

SPECIAL INSTRUCTIONS:	SUBTOTAL	TAX	SHIPPING/ HANDLING	TOTAL(USD)
	6,866,133.67	0.00	0.00	6,866,133.67
	Less payments			0.00
	Credits/Adjustments			
	Outstanding Balance as of 11-Sep-2009			

ORACLE**Enabling the Information Age™****INVOICE**

Federal Tax ID: 84-1332677

INVOICE NUMBER	2397468
INVOICE DATE	31-Aug-2009
YOUR P.O. NUMBER	OFD32518
PAYMENT TERMS	NET 30 DAYS
DUE DATE	30-Sep-2009

47	PeopleSoft Enterprise UPK Time & Labor - Enterprise Employee Perpetual - License	120000	N	2,163.35
48	PeopleSoft Enterprise UPK ePerformance - Enterprise Employee Perpetual - License	120000	N	2,163.35
49	PeopleSoft Enterprise UPK Absence Management - Enterprise Employee Perpetual - License	120000	N	4,326.70
51	Oracle Database Enterprise Edition - Processor Perpetual - Unlimited	1	N	863,584.99
3	PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	120000	N	178,012.93
4	PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual	120000	N	201,747.99
5	PeopleSoft Enterprise Portal - Enterprise Employee Perpetual	120000	N	21,139.04
24	PeopleSoft Enterprise HRMS Portal Pack - Enterprise Employee Perpetual	120000	N	28,482.07
25	PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	120000	N	249,218.10
26	PeopleSoft Enterprise Absence Management - Enterprise Employee Perpetual	120000	N	123,422.30
27	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	120000	N	439,098.56
28	PeopleSoft Enterprise eCompensation - Enterprise Employee Perpetual	120000	N	83,072.70
29	PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	120000	N	261,085.63
30	PeopleSoft Enterprise Learning Management - Enterprise Employee Perpetual	120000	N	249,218.10
42	PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	120000	N	534,038.79

SPECIAL INSTRUCTIONS:	SUBTOTAL	TAX	SHIPPING/ HANDLING	TOTAL(USD)
	6,866,133.67	0.00	0.00	6,866,133.67
	Less payments			0.00
	Credits/Adjustments			
	Outstanding Balance as of 11-Sep-2009			

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Federal Tax ID: 84-1332677

INVOICE NUMBER	2397468
INVOICE DATE	31-Aug-2009
YOUR P.O. NUMBER	OFD32518
PAYMENT TERMS	NET 30 DAYS
DUE DATE	30-Sep-2009

45	User Productivity Kit Professional - UPK Developer Perpetual	5	N	7,726.26
50	PeopleSoft Enterprise HelpDesk for Human Resources - Enterprise Employee Perpetual	120000	N	284,820.69

SPECIAL INSTRUCTIONS:	SUBTOTAL	TAX	SHIPPING/ HANDLING	TOTAL(USD)
	6,866,133.67	0.00	0.00	6,866,133.67
	Less payments			0.00
	Credits/Adjustments			
	Outstanding Balance as of 11-Sep-2009			

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Federal Tax ID: 84-1332677

INVOICE NUMBER	2397470
INVOICE DATE	31-Aug-2009
YOUR P.O. NUMBER	OFD32518
PAYMENT TERMS	30 NET
DUE DATE	30-Sep-2009

BILL TO :
 Commonwealth Of Massachusetts
 Larry Anonuevo
 c/o OFD 500 oracle Pky MS-OPL 1
 Redwood Shores, CA 94065
 UNITED STATES

PAYMENT INSTRUCTIONS:

REFERENCE	2397470	ON YOUR REMITTANCE
MAIL CHECKS TO:	Oracle USA, Inc. PO BOX 44471 SAN FRANCISCO CA 94144-4471	
WIRE TRANSFERS TO:	WELLS FARGO BANK ABA 121000248 ACCT 4522-020841	

SHIP TO :
 MA Executive Office of Transportation
 Mr. Ken Weber
 10 Park Plz
 Ste 8110
 Boston, MA 02116
 UNITED STATES

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ORACLE SALESPERSON	ORACLE ORDER NUMBER	CUSTOMER CONTACT	END USER
Burns, Mr John (Bill)	8432267	Larry Anonuevo	MA Executive Office of Transportation

ITEM NO.	DESCRIPTION	QTY/ NO. OF USERS	TAX	EXTENDED AMOUNT
	Oracle Program Licenses Fees	1	N	1,055,306.59

SPECIAL INSTRUCTIONS:	SUBTOTAL	TAX	SHIPPING/ HANDLING	TOTAL(USD)
	1,055,306.59	0.00	0.00	1,055,306.59
	Less payments			0.00
	Credits/Adjustments			
	Outstanding Balance as of 11-Sep-2009			

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INVOICE

Federal Tax ID: 84-1332677

INVOICE NUMBER	2397471
INVOICE DATE	31-Aug-2009
YOUR P.O. NUMBER	OFD32518
PAYMENT TERMS	NET 30 DAYS
DUE DATE	30-Sep-2009

BILL TO :
 Commonwealth Of Massachusetts
 Larry Anonuevo
 c/o OFD 500 oracle Pky MS-OPL 1
 Redwood Shores, CA 94065
 UNITED STATES

PAYMENT INSTRUCTIONS:

REFERENCE	2397471	ON YOUR REMITTANCE
MAIL CHECKS TO:	Oracle USA, Inc. PO BOX 44471 SAN FRANCISCO CA 94144-4471	
WIRE TRANSFERS TO:	WELLS FARGO BANK ABA 121000248 ACCT 4522-020841	

SHIP TO :
 Massachusetts Executive Office Of Labor And
 Workforce Development
 John Glennon.
 19 Saniford St
 Boston, MA 02114
 UNITED STATES

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ORACLE SALESPERSON	ORACLE ORDER NUMBER	CUSTOMER CONTACT	END USER
Burns, Mr John (Bill)	8432268	Larry Anonuevo	Massachusetts Executive Office Of Labor And Workforce Development

ITEM NO.	DESCRIPTION	QTY/ NO. OF USERS	TAX	EXTENDED AMOUNT
	Oracle Programs License Fees	1	N	575,731.87

SPECIAL INSTRUCTIONS:	SUBTOTAL	TAX	SHIPPING/ HANDLING	TOTAL(USD)
	575,731.87	0.00	0.00	575,731.87
	Less payments			0.00
	Credits/Adjustments			
	Outstanding Balance as of 11-Sep-2009			

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INVOICE

Federal Tax ID: 84-1332677

INVOICE NUMBER	2397469
INVOICE DATE	31-Aug-2009
YOUR P.O. NUMBER	OFD32518
PAYMENT TERMS	NET 30 DAYS
DUE DATE	30-Sep-2009

BILL TO :
 Commonwealth Of Massachusetts
 Larry Anonuevo
 c/o OFD 500 oracle Pky MS-OPL 1
 Redwood Shores, CA 94065
 UNITED STATES

PAYMENT INSTRUCTIONS:

REFERENCE	2397469	ON YOUR REMITTANCE
MAIL CHECKS TO:	Oracle USA, Inc. PO BOX 44471 SAN FRANCISCO CA 94144-4471	
WIRE TRANSFERS TO:	WELLS FARGO BANK ABA 121000248 ACCT 4522-020841	

SHIP TO :
 Massachusetts Administrative Office of Trial Courts
 Maritza Bond
 3 Center Plaza, 7th FL
 Boston, MA 02108
 UNITED STATES

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FOR BILLING QUESTIONS, CALL COLLECTIONS CENTER (888) 803-7414

ORACLE SALESPERSON	ORACLE ORDER NUMBER	CUSTOMER CONTACT	END USER
Burns, Mr John (Bill)	8432260	Larry Anonuevo	Massachusetts Administrative Office of Trial Courts

ITEM NO.	DESCRIPTION	QTY/ NO. OF USERS	TAX	EXTENDED AMOUNT
	Oracle Programs License Fees	1	N	12,716.00
	Oracle Programs License Fees	1	N	990,111.87

SPECIAL INSTRUCTIONS:	SUBTOTAL	TAX	SHIPPING/ HANDLING	TOTAL(USD)
	1,002,827.87	0.00	0.00	1,002,827.87
	Less payments			0.00
	Credits/Adjustments			
	Outstanding Balance as of 11-Sep-2009			