ORACLE ORDERING DOCUMENT

Your Name	Massachusetts Executive Office Of Labor And Workforce Development	**Your Contact**	John Glennon
Your Location	19 Saniford St Boston, MA 02114	**Phone Number**	617-626-5660
		Email Address	john.glennon@state.ma.us

ORACLE CONTRACT INFORMATION
Agreement: Software License and Services Agreement
Agreement Name: STATE-41627-16-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 below are for use on an unlimited number of Processors for a five (5) year term, subject to the fixing 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").

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 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

	Net Fees
Oracle Programs License Fees	$575,731.87
Oracle Programs Support Fees	$115,146.37
Total Fees Due	$690,878.24

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 Authorized Users Exhibit (Exhibit D) ("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 you have not relied on the future availability of any program or updates. However, (a) if you order technical support for programs licensed under this ordering document, the preceding sentence does not relieve Oracle of its obligation to provide such technical support 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.

e. Notwithstanding anything else in this Ordering Document to the contrary, the only fee, invoice or payment for which you are liable are those referenced in section C.3 herein, Unpaid Technical Support Invoices and Renewal of Technical Support, and the portion of the Total Support Stream, referenced in section C.1 herein, comprised of (a) the existing technical support for the Converted and Replaced Licenses and (b) technical support for any program licenses purchased under section E.1 (Price Hold) (collectively referred to as "non-ANF TS Fees")

The Executive Office for Administration and Finance ("ANF") for the Commonwealth of Massachusetts is the holder of funds from the Information Technology Bond IV. ANF has agreed to make on your behalf from that fund, for a period of five years commencing on the Effective Date of the ordering document, , payments for all other fees, invoices or payments referenced in this ordering document, including without limitation all technical support fees for the Unlimited Deployment licenses and all license fees for such licenses, but not including the Non ANF TS Fees.

Should ANF fail to make such payments for any fees, invoices or payments, you shall have no liability

for such payments, other than those referenced in the first paragraph of B.4.e above. However, if ANF fails to pay in full for the programs, your rights to use those programs shall end. (Please see section B.8 for certain specific relicensing rights in the event of a termination of the program licenses.) If you fail to make payments for the Non ANF TS Fees and/or if ANF pays in full for the programs, but fails to maintain the Total Support Stream (as set forth in section C.1 below), your Unlimited Deployment Period shall end and the Certification Process set forth in section D.1.b, below will be triggered.

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 ANF will 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 and the programs and services ordered hereunder will be subject to 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 ANF has 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 ANF terminates for convenience as stated above and fully pays for the programs before or simultaneously with such termination, but does 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 D below) shall immediately terminate, and the Certification Date (defined in Section D below) shall be accelerated to 15 business days after such termination, and you and Oracle shall follow the certification process set forth in section D.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;

(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 E.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 $115,146.37("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 $429,208.77 ("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 $544,355.14. If you renew the Combined Support for for the same number 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 Converted and Replaced Licensed in the Unpaid Technical Support Invoices Exhibit (Exhibit C); (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 the 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 your 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 of the conditions set forth in this section C-3 will be subject to D.1.c.

D. UNLIMITED DEPLOYMENT

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 section D.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) your 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 (5th) anniversary of the Effective Date of this ordering document (or earlier as set forth below in section D.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 section D.1.c) (the "**Certification Date**"), you and Oracle shall follow the certification process set forth in section D.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 of your company 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 E) (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 D.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 D.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 D.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 D.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 D.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 D.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 D.1.f below, 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 Authorized User Exhibit, 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 Authorized User Exhibit is transferred to or combined into an agency ("Transferred Agency") not listed in the Authorized User Exhibit 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 D.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.

E. FUTURE PURCHASES

1. **Price Hold**
   a. For a period of thirty-six (36) months from the Effective Date of this ordering document, you may order licenses for the programs (and first year of Software License Update & Support for the programs) not listed in section A at the appropriate license and support fees specified on the attached Oracle Technology Global Price List dated July 1, 2009 at a 57% discount off the list price, provided such programs are available in production release when ordered and 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.

d. Should you elect to renew SULS for additional licenses acquired pursuant to this section for the support, the fee for SULS will not increase over the prior years fee for the first, second, third and forth renewal years.

F. OTHER

1. **Converted and Replaced Licenses**

    a. **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 Converted and Replaced Licenses Exhibit (Exhibit B). 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.

    b. **Omitted Licenses**
    The parties agree that they have worked in good faith to list on the Converted and Replaced Licenses Exhibit 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. However, the parties acknowledge that some of such licenses may have been inadvertently omitted ("Omitted Licenses") from the 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 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.

G. SIMULTANEOUS EXECUTION

The terms and conditions herein are granted in consideration of this ordering document and by the ordering document represented by the footer designation 2972812 (for Massachusetts Executive Office of Administration and Finance). If ordering document 2972812 is not executed, this ordering document will not be accepted by Oracle.

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

Massachusetts Administrative Office of Labor and Workforce Development	Oracle USA, Inc.
Signature _Joan Jenika_	Signature _____
Name _Joan Lenihan_	Name _____
Title _Chief Financia Officer_	Title _____
Signature Date _8/31/09_	Signature Date _____
Effective Date August 31, 2009	

Exhibit A
PRICE HOLD EXHIBIT
ATTACHED ORACLE TECHNOLOGY GLOBAL PRICE LIST
DATED JULY 1, 2009

Prices in USA (Dollar)

ORACLE®

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

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Section I   Prices in USA (Dollar)

Oracle Database

	Named User Plus	Software Update License & Support	Processor Licence	Software Update License & Support
Database Products				
Oracle Database				
Standard Edition One	180	39.60	5,800	1,270.00
Standard Edition	350	77.00	17,500	3,850.00
Enterprise Edition	950	209.00	47,500	10,450.00
Personal Edition	460	101.20	.	.
Lite Mobile Server	.	.	23,000	5,060.00
Lite Client	60	13.20	.	.
Enterprise Edition Options:				
Real Application Clusters	460	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	2,530.60
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	300	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	8,800.00
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 Rate	Software Update License & Support		Software Update License & Support
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	Software Update License & Support	Processor Licence	Software Update License & Support
TimesTen				
TimesTen In-Memory Database	.	.	41,500	9,130.00
Berkeley Database				
Berkeley DB - High Availability	.	.	9,800	2,156.00
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	1,270.00
Berkeley DB Java Edition - Concurrent Data Store	.	.	1,800	396.00
Berkeley DB XML - High Availability	.	.	13,800	3,036.00
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
Other Products				
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 Rate	Software Update License & Support		Software Update License & Support
Secure Enterprise Search Connector	34,500	7,590.00	Connector	1

Prices in USA (Dollar)

Integration Products	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Mainframe Integration Gateways	.		109,500	24,090.00
Database Gateway for Sybase	.		17,500	3,850.00
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	.		46,000	10,120.00
Database Gateway for APPC	.		46,000	10,120.00
Database Gateway for WebSphere MQ	.		46,000	10,120.00

Data Warehousing Products	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Express Server	950	209.00	47,500	10,450.00
Express Analyzer	950	209.00	.	.
Express Objects	5,800	1,276.00	.	.

Rdb Products	Named User Plus	Software Update License & Support	Processor License	Software Update 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	5,800	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	.	.	5,800	1,276.00

Section II

Oracle Fusion Middleware

Prices in USA (Dollar)

	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Application Server Products				
TopLink and Application Development Framework	120	26.40	5,800	1,276.00
WebLogic Server Standard Edition	200	44.00	10,000	2,200.00
WebLogic Server Enterprise Edition	500	110.00	25,000	5,500.00
WebLogic Suite	900	198.00	45,000	9,900.00
Internet Application Server Standard Edition One	180	39.60	5,800	1,276.00
Internet Application Server Standard Edition	230	50.60	11,500	2,530.00
Internet Application Server Enterprise Edition	700	154.00	35,000	7,700.00
Coherence Standard Edition	100	22.00	4,600	1,012.00
Coherence Enterprise Edition	230	50.60	11,500	2,530.00
Coherence Grid Edition	500	110.00	25,000	5,500.00
Coherence Suite	1,000	220.00	50,000	11,000.00
BPEL Process Manager	1,200	264.00	60,000	13,200.00
WebLogic Integration	1,400	308.00	70,000	15,400.00
Service Registry	920	202.40	46,000	10,120.00
Enterprise Repository	2,900	638.00	145,000	31,900.00
SOA Suite for Non Oracle Middleware	1,500	330.00	75,000	16,500.00
Business Process Management Suite for Non Oracle Middleware	2,600	572.00	130,000	28,600.00
Event-Driven Architecture Suite	1,400	308.00	70,000	15,400.00
Forms and Reports	460	101.20	23,000	5,060.00
Data Service Integrator	1,440	316.80	72,000	15,840.00
Data Integrator Enterprise Edition	-		23,000	6,060.00
Data Quality for Data Integrator (up to a maximum of 100 million records)			70,000	15,400.00
Data Profiling	34,500	7,590.00	-	-
Data Integration Suite	-		70,000	15,400.00

	License Price	Software Update License & Support	Licensing Metric	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	Software Update License & Support	Processor License	Software Update License & Support
WebLogic Suite Options:				
BPEL Process Manager Option	400	101.20	23,000	5,060.00
Service Bus	460	101.20	23,000	5,060.00
SOA Suite for Oracle Middleware	1,200	264.00	57,500	12,650.00
Business Process Management Suite	2,300	506.00	115,000	25,300.00
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	16,000	3,300.00
Management Pack for Oracle Coherence	70	15.40	3,500	770.00
Fusion Middleware Adapters:				
Application Adapters	-	-	17,500	3,850.00
Oracle Applications Adapter	-	-	17,500	3,850.00
Mainframe and TP-Monitor Adapters	-	-	34,500	7,590.00
Changed Data Capture Adapters	-	-	60,000	13,200.00
Application Adapters for Data Integration	-	-	2,300	506.00
Application Adapters for Warehouse Builder	-	-	2,300	506.00
RosettaNet Adapter	-	-	34,500	7,590.00
EDI Adapter	-	-	34,500	7,590.00
Healthcare Adapter	-	-	34,500	7,590.00
ebXML Adapter	-	-	11,500	2,530.00
Enterprise Link for Business Activity Monitoring	-	-	17,500	3,850.00
Financial Message Designer	21,000	4,620.00	-	-
SWIFT Adapter for Oracle Service Bus	-	-	100,000	22,000.00
FIX Adapter for Oracle Service Bus	-	-	50,000	11,000.00
Payments Adapter for Oracle Service Bus	-	-	50,000	11,000.00
Derivatives Adapter for Oracle Service Bus	-	-	50,000	11,000.00
Transactions and Adapters:				
Tuxedo	1,500	286.00	60,000	13,200.00
Tuxedo Jolt	-	-	9,000	1,980.00
Service Architecture Leveraging Tuxedo (SALT)	-	-	12,000	2,640.00
Tuxedo System and Applications Monitor (TSAM)	-	-	6,000	1,320.00
Tuxedo Mainframe Adapter for SNA	-	-	22,000	4,840.00
Tuxedo Mainframe Adapter for TCP	-	-	22,000	4,840.00
Tuxedo Mainframe Adapter for OSI TP	-	-	22,000	4,840.00
MessageQ	-	-	6,000	1,320.00
Application Integration Architecture				
Application Integration Architecture Foundation Pack	920	202.40	46,000	10,120.00

Prices in USA (Dollar)

	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Business Intelligence Technology Products				
Oracle Business Intelligence				
Standard Edition	460	101.20	23,000	5,060.00
Standard Edition One	1,200	264.00	-	-
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 Adaptor for Data Integration		-	26,300	5,866.00
Informatica PowerCenter and PowerConnect Adaptors		-	26,300	5,866.00

	License Price	Software Update License & Support	Metric	
Real-Time Decision (RTD) Technology				
Real-Time Decision Server	92,000	20,240.00	Processor	

	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Hyperion Business Intelligence Technology				
Essbase Plus	2,900	638.00	184,000	40,480.00
Essbase Visual Explorer	800	176.00	86,000	18,920.00
Hyperion Interactive Reporting	800	176.00	69,000	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	Software Update License & Support	Processor License	Software Update 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	500.00	115,000	25,300.00
Universal Records Management	.	.	115,000	25,300.00
Imaging and Process Management	1,840	404.00	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	86,500	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:				
Global 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	Software Update License & Support	Metric	Included
Identity Management Products				
Entitlement Server	35,000	7,700	Processor	1
Entitlement 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	7,000
	6	1.32	Non Employee User - External	6,000
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	8	1.76	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				
Management Pack for Identity Management	5	1.10	Employee User	
	1.00	0.2200	Non Employee User - External	
Tools				
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	

Section III   Prices in USA (Dollar)

Applications and Systems Management

	Named User Price	Software Update License & Support	Processor License	Software Update 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	52.60	12,000	2,640.00

	Named User Price	Software Update License & Support	Metric	Minimum
Identity Management Enterprise Management				
Management Pack for Identity Management	5	1.10	Employee User	
	1.00	0.2200	Non Employee User - External	

	Named User Price	Software Update License & Support	Metric	Minimum
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 Database	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	1,270.00	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	

	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
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	Software Update License & Support	Processor License	Software Update License & Support
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 term 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 list.

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 purpose 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 Internal 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 Internal 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, Information 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 TimesTen 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.

Connection: is defined as each connection 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., "site" 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 duplicate 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 those 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 license, 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 URA (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.

JDeveloper Support

JDeveloper Support is a 24x7 support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle JDeveloper. Web based support is provided via OracleMetaLink. Features of MetaLink include proactive notifications, customized home pages, technical libraries and forums, product life-cycle information, a bug database, and the ability to log technical assistance requests. JDeveloper Support is priced at 218.90 USA (Dollar) per Named User Plus per annum. Price applies to first year support only. JDeveloper Support is available only for the free version of JDeveloper downloaded from OTN after Jun 26, 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, post the initial 5 years from the general availability date of the product, by purchasing Extended Support. Extended Support fees are applied to the desupported Oracle programs only. Extended Support fees consist of the prior year's fee for Software Updates & Support plus the applicable renewal adjustment, plus an additional fee based on the year. Additional fees are as follows:

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

Extended Support offers the following:

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

Sustaining Support

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

Sustaining Support provides:

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

ORACLE ON DEMAND

Oracle offers complete application, database, and hardware management services, which can help lower a customer's IT maintenance costs and increase support resolution time.

Administration Services

Administration Services are system administration, application technology management and monitoring activities provided remotely by Oracle for licensed Oracle programs. Administration Services are contracted on yearly terms; the billing is annual in advance.

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
CONVERTED AND REPLACED LICENSES EXHIBIT

Existing License	Existing Quantity	Existing Metric	CSI #
DIAGNOSTICS PACK 2.0	100	CONCURRENT DEVICE	2213803
SERVER EE 8 8.0	100	CONCURRENT DEVICE	2213803
TUNING PACK 2.0	100	CONCURRENT DEVICE	2213803
Change Management Pack	14	Processor	3366321
Diagnostics Pack	14	Processor	3366321
Oracle Database Enterprise Edition	14	Processor	3366321
Tuning Pack	14	Processor	3366321
Change Management Pack	2	Processor	3642982
Diagnostics Pack	2	Processor	3642982
Oracle Database Enterprise Edition	2	Processor	3642982
Tuning Pack	2	Processor	3642982
Change Management Pack	4	Processor	13585327
Diagnostics Pack	4	Processor	13585327
Oracle Database Enterprise Edition	4	Processor	13585327
Tuning Pack	4	Processor	13585327
Change Management Pack	50	Named User	14631582
Diagnostics Pack	50	Named User Plus	14631582
Oracle Database Enterprise Edition	50	Named User Plus	14631582
Tuning Pack	50	Named User Plus	14631582
Change Management Pack	2	Processor	14838962
Diagnostics Pack	2	Processor	14838962
Oracle Database Enterprise Edition	2	Processor	14838962
Tuning Pack	2	Processor	14838962
Oracle Database Standard Edition	2	Processor	14838966
Change Management Pack	2	Processor	15286370
Diagnostics Pack	2	Processor	15286370
Oracle Database Enterprise Edition	2	Processor	15286370
Tuning Pack	2	Processor	15286370
Change Management Pack	2	Processor	15486182
Diagnostics Pack	2	Processor	15486182
Oracle Database Enterprise Edition	2	Processor	15486182
Tuning Pack	2	Processor	15486182
Change Management Pack	100	Named User Plus	15486250
Diagnostics Pack	100	Named User Plus	15486250
Oracle Database Enterprise Edition	100	Named User Plus	15486250
Tuning Pack	100	Named User Plus	15486250
Advanced Security	8	Processor	15906239
Advanced Security	200	Named User Plus	15906239
Change Management Pack	8	Processor	15906239
Change Management Pack	200	Named User Plus	15906239
Configuration Management Pack	8	Processor	15906239
Configuration Management Pack	200	Named User Plus	15906239
Diagnostics Pack	8	Processor	15906239
Diagnostics Pack	200	Named User Plus	15906239

Oracle Database Enterprise Edition	8	Processor	15906239
Oracle Database Enterprise Edition	200	Named User Plus	15906239
Partitioning	8	Processor	15906239
Partitioning	200	Named User Plus	15906239
Real Application Clusters	8	Processor	15906239
Real Application Clusters	200	Named User Plus	15906239
Tuning Pack	8	Processor	15906239
Tuning Pack	200	Named User Plus	15906239
Application Server Enterprise Edition	222	CONCURRENT DEVICE	3189876
Change Management Pack	8	CONCURRENT DEVICE	3189876
Diagnostics Management Pack	222	CONCURRENT DEVICE	3189876
Oracle8i Enterprise Edition	72	CONCURRENT DEVICE	3189876
Partitioning	222	CONCURRENT DEVICE	3189876
Tuning Management Pack	222	CONCURRENT DEVICE	3189876

Exhibit C
Unpaid Technical Support Invoices Exhibit

Support Renewal Contract Number	Invoice Numbers	Amount of Outstanding Technical Support Invoices	Support Expiration Date
1411306	41042245, 41042246, 41042247, 41042248	$117,759.27	June 30, 2009
1715253	41050507, 41050508, 41050509, 41050510	$14,559.56	June 30, 2009
1775442	41042249, 41042250, 41042251, 41042252	$24,266.01	June 30, 2009
2076338	41048084, 41048085, 41048086, 41048087	$10,807.39	June 30, 2009
2256888	41050515, 41050516, 41050517, 41050518	$9,124.63	June 30, 2009
2326460	41047842, 41047843, 41047844, 41047858	$11,436.54	June 30, 2009
2325607	41048088, 41048089, 41048090, 41048091	$11,436.52	June 30, 2009
2373722	41048092, 41048093, 41048094, 41048095	$15,255.00	June 30, 2009
2902977	41017559, 41017683, 41017684, 41017685, 41017686	$3,427.08	May 14, 2010
4487406	40896331, 4089633133, 4089633134	$38,903.84	June 30, 2009
4943221	40909724	17,607.46	Sept. 30, 2008
	TOTAL	$274,583.30	

Exhibit D
AUTHORIZED USER EXHIBIT

Executive Office of Labor and Workforce Development

Department of Industrial Accidents

Department of Labor

Department of Workforce Development

Division of Apprentice Training

Division of Career Services

Division of Labor Relations

Division of Occupational Safety

Division of Unemployment Assistance

Commonwealth Corporation

Massachusetts Workforce Investment Board

Joint Task Force On The Underground Economy and Employee Misclassification

Workers' Compensation Advisory Council

Board of Review

Exhibit E

Minimum License Quantities Exhibit

Product Description / License Type	License Floor Quantity
Oracle Database Enterprise Edition - Processor Perpetual	8
Real Application Clusters - Processor Perpetual	8
Partitioning - Processor Perpetual	4
Advanced Security - Processor Perpetual	8
Database Vault - Processor Perpetual	6
Oracle Active Data Guard - Processor Perpetual	4
Diagnostics Pack - Processor Perpetual	4
Tuning Pack - Processor Perpetual	4
Change Management Pack - Processor Perpetual	4
Provisioning and Patch Automation Pack for Database - Processor Perpetual	4
Configuration Management Pack for Oracle Database - Processor Perpetual	4
Data Integrator Enterprise Edition - Processor Perpetual	2
WebLogic Suite - Processor Perpetual	2