



**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

700 W. Main Street • Alhambra, CA 91801

Tel: 626.262.4511 • TDD: 626.943.3898 • www.lacdc.org

**Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich**
Commissioners

Sean Rogan
Executive Director

June 17, 2014

Honorable Board of Commissioners
Community Development Commission of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVE CONTRACT WITH MYTHICS, INC., FOR ORACLE PEOPLESOFT
UPGRADE AND SUPPORT SERVICES
(ALL DISTRICTS) (3 VOTE)**

CIO RECOMMENDATION: (X) APPROVE

SUBJECT

This letter is requesting approval of a Contract with Mythics, Inc., to provide an upgrade to version 9.2 of Oracle PeopleSoft Financials and Supply Chain Management and PeopleSoft Human Capital Management for the Community Development Commission.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the approval of a Contract with Mythics, Inc., (Mythics) for a PeopleSoft upgrade is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
2. Authorize the Executive Director, or his designee, to execute, amend, and if necessary, terminate a Contract and all related documents with Mythics, for Oracle PeopleSoft upgrade and support services, using up to \$2,699,893.52.
3. Authorize the Executive Director, or his designee, to incorporate up to \$2,699,893.52 in Commission General Funds, as needed, into the Community Development Commission's (Commission) approved Fiscal Year (FY) 2014-2015 Budget.

**We Build Better Lives
& Better Neighborhoods**



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

3-D June 17, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

4. Authorize the Executive Director, or his designee, to extend the term of the Contract by up to four additional years, in one year increments, for license support at a cost of \$146,259.04 for year two and one percent increase annually for years three through five.
5. Authorize the Executive Director, or his designee, to use up to a ten percent contingency of \$329,376.39 for unforeseen costs as needed; the total maximum Contract sum for all five years and the ten percent contingency is \$3,623,140.26.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to purchase the Oracle PeopleSoft upgrade and support services through Mythics to meet the Commission's Finance and Human Capital Management needs.

The Commission is currently running PeopleSoft Financials and Supply Chain Management (FSCM) version 8.4 and PeopleSoft Human Capital Management (HCM) version 9.0. Both applications are using PeopleTools version 8.49. The objective is to upgrade both the FSCM and HCM pillars to version 9.2 and to upgrade PeopleTools to the latest supported version available at time of project initiation.

As part of the upgrade the ePerformance, Supplier Contract Management module, eProcurement module, and Accounts Payable invoice approval process will be implemented. ePerformance is part of the HCM pillar of modules, and is used to streamline performance activities and evaluations. The upgrade will also position the Commission to take advantage of HCM and FSCM features/modules they currently are not using, or are not taking full advantage of the capabilities that maximizes the value from the investment the Commission has made. Mythics and the Commission are jointly building a roadmap that will guide the implementation or reengineering of functions and features that will be built off of the foundation of this upgrade.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund. The Contract will be funded with \$2,699,893.52 in Commission General Funds to be incorporated as needed into the Commission's approved FY 2014-15 Budget. Funds for future years will be included in the annual budget approval process. A ten percent contingency of \$329,376.39 is being set aside for unforeseen costs as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Chief Information Office (CIO) has reviewed this request and recommends approval. The CIO Analysis is attached (Attachment A). The Contract and Statement of Work have been reviewed by County Counsel, and are attached in substantially final form (Attachment B). The General Services Administration (GSA) Information Technology Schedule and Service Agreement contains terms and conditions applicable to the software licenses as well as the terms and conditions applicable to information technology professional services. Those terms and conditions are attached to the Contract and expressly made a part of this Contract and incorporated by reference.

ENVIRONMENTAL DOCUMENTATION

Computer software purchases are exempt from the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3), because they involve activities that will not have a physical impact on or result in any physical changes to the environment. These activities are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

The Oracle PeopleSoft 9.2 upgrade and support services will be purchased under the GSA Information Technology (IT) Schedule 70 – innovative information technology products, services and solutions, Contract #GS-35G-0153M. The GSA was a formal Request for Proposals led by the U.S. General Services Administration, and awarded in November 17, 2013 to offer the lowest prices possible for state and local governments to use Federal Supply Schedules to acquire automated data processing equipment, software, supplies, support equipment, and services. The Commission reviewed the procurement process performed by the GSA and determined compliance with the Commission's procurement requirements and 24 CFR 85.36 known as the "Common Rule" for U.S. Department of Housing and Urban Development (HUD) funded projects and services.

IMPACT ON CURRENT SERVICES AND PROJECTS

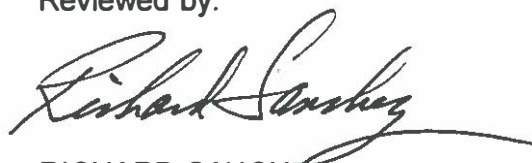
The purchase of the Oracle PeopleSoft upgrade and support services will improve the efficiency of Commission business processes and maximize the return on the Commission technology investments. The Oracle PeopleSoft upgrade and support services will reduce administrative costs and meet the Commission's core business requirements for Finance, Human Capital Management, and Procurement.

Respectfully submitted,



SEAN ROGAN
Executive Director
COMMUNITY DEVELOPMENT COMMISSION
COUNTY OF LOS ANGELES

Reviewed by:



RICHARD SANCHEZ
Chief Information Officer
COUNTY OF LOS ANGELES

SR:MF:mr

Enclosures

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER:

CA14-13

DATE:

5/30/2014

SUBJECT:

**APPROVE CONTRACT WITH MYTHICS, INC. FOR ORACLE
PEOPLESOFT UPGRADE AND SUPPORT SERVICES**

RECOMMENDATION:

 Approve Approve with Modification Disapprove

CONTRACT TYPE:

 New Contract Sole Source Amendment to Contract #: Enter contract #. Other: Describe contract type.

CONTRACT COMPONENTS:

 Software Hardware Telecommunications Professional Services

SUMMARY:

Department Executive Sponsor: Sean Rogan, Executive Director, Community Development Commission

Description: Community Development Commission (CDC) is requesting approval for a contract with Mythics, Inc. for an upgrade to CDC's PeopleSoft Financial and Supply Chain Management software and PeopleSoft Human Capital Management software.

Contract Amount: \$3,623,140.24

Funding Source: U.S. Department of Housing and Urban Development (HUD) included in Fiscal Year (FY) 2013-14 Adopted Budget




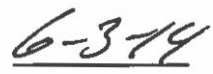
 Legislative or Regulatory Mandate Subvened/Grant Funded:

**Strategic and
Business Analysis**

PROJECT GOALS AND OBJECTIVES:

The upgrade of the PeopleSoft software to version 9.2 will restore software currency to the PeopleSoft Financial and Supply Chain Management (FSCM) software solution and PeopleSoft Human Capital Management (HCM) software solution.

	<p>BUSINESS DRIVERS:</p> <p>The upgrade will provide CDC with software currency and improved business processes within the PeopleSoft software and implement PeopleSoft business processes that have not been enabled before: Procurement evaluation and Accounts Payable (A/P) invoice approval functions.</p>
	<p>PROJECT ORGANIZATION:</p> <p>The project has defined Deliverables within CDC’s Scope of Work (SOW) for the upgrade of standard PeopleSoft software and the installation of new FSCM/HCM features.</p>
	<p>PERFORMANCE METRICS:</p> <p>CDC’s SOW has milestones with Deliverables and defined acceptance criteria for successful completion of the upgrade.</p>
	<p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>The PeopleSoft software upgrade supports the County’s Strategic Plan Goal 1, Operational Effectiveness. It is also in alignment with CDC’s business objectives, and CIO’s Strategic Directions specifically, in the area of software currency.</p>
	<p>PROJECT APPROACH:</p> <p>The PeopleSoft upgrade will be installed by an Oracle Value Added Reseller (VAR) with set Deliverables specified within CDC’s SOW.</p>
	<p>ALTERNATIVES ANALYZED:</p> <p>PeopleSoft software is CDC’s Enterprise Resource Planning (ERP) solution. Mythics was selected as the implementer via the General Services Administration (GSA) Information Technology (IT) Schedule 70 – innovative IT products, services and solutions, Contract #GS-35G-0153M awarded November 17, 2013.</p>
<p><i>Technical Analysis</i></p>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The Deliverables for the contract are: (1) Project plan for this upgrade and roadmap for future upgrades; (2) FSCM upgrade from version 8.4 to 9.2; (3) HCM upgrade from 9.0 to 9.2; (4) Implementation of new FSCM/HCM features; (5) A/P invoice approval; and (6) Procurement evaluation.</p>

<p>Financial Analysis</p>	<p>BUDGET:</p> <p>Contract costs</p> <p>One-time costs:</p> <table border="0"> <tr> <td>Upgrade Services</td> <td>\$ 1,927,443.20</td> </tr> <tr> <td>Software Costs</td> <td>\$ 772,450.32</td> </tr> <tr> <td>4 Years Support</td> <td>\$ 593,870.35</td> </tr> <tr> <td>Sub-total Contract Costs:</td> <td>\$ 3,293,763.87</td> </tr> <tr> <td>Pool Dollars:</td> <td>\$ 329,376.37</td> </tr> </table> <p>Total contract costs: \$ 3,623,140.24</p> <p>Funding is provided by HUD and is included in CDC's FY 2013-14 Adopted Budget and will be included in future FY budgets.</p>	Upgrade Services	\$ 1,927,443.20	Software Costs	\$ 772,450.32	4 Years Support	\$ 593,870.35	Sub-total Contract Costs:	\$ 3,293,763.87	Pool Dollars:	\$ 329,376.37
Upgrade Services	\$ 1,927,443.20										
Software Costs	\$ 772,450.32										
4 Years Support	\$ 593,870.35										
Sub-total Contract Costs:	\$ 3,293,763.87										
Pool Dollars:	\$ 329,376.37										
<p>Risk Analysis</p>	<p>RISK MITIGATION:</p> <p>CDC and Mythics are preparing a roadmap and SOW for the upgrade. With defined Deliverables, risks associated with the upgrade of standard software are minimal.</p> <p>The Chief Information Security Officer (CISO) reviewed this Contract and did not identify any IT security or privacy related issues.</p>										
<p>CIO Approval</p>	<p>PREPARED BY:</p> <div style="text-align: center;">  <hr/> James Hall, Sr. Associate CIO </div> <div style="text-align: right;">  <hr/> Date </div> <p>APPROVED:</p> <div style="text-align: center;">  <hr/> Richard Sanchez, County Chief Information Officer </div> <div style="text-align: right;">  <hr/> Date </div>										

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>

CONTRACT FOR MYTHICS ORACLE PEOPLESOFT UPGRADE AND SUPPORT SERVICES

This Contract is made and entered into this ____ day of _____, 2014, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and Mythics, Inc., hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing Oracle products and services, hereinafter-described Oracle PeopleSoft 9.2 Upgrade services to the Commission. The Contractor was awarded a contract as allowed under cooperative purchasing program for state and local municipal governments set forth in 24 CFR 85.36 known as the "Common Rule" for U.S. Department of Housing and Urban Development (HUD) funded projects and services, referencing General Service Administration (GSA), Information Technology (IT) Schedule 70 - innovative information technology products, services and solutions, Contract Number GS-35F-0153M. If there is any conflict between the terms and conditions of this Contract and the terms and conditions of the GSA IT Schedule and Service Agreement, the more restrictive term and condition shall apply.

TERMS AND CONDITIONS

2. GSA Federal Supply Schedule 70 Contract

The Commission and Contractor agree to be bound by the prices, terms and conditions as stated in Contractor's Federal Supply Schedule 70 Contract No. GS-35F-0153M, hereinafter referred to as "Schedule," and is expressly made a part of this Contract and incorporated by reference herein as Attachment A.

3. TERM

This Contract shall commence as of the day and year first above written and shall remain in full force and effect for 12 months until _____, 2015 unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Commission. The services and maintenances are aligned with the Attachment B, Statement of Work and its Exhibits and Attachment C, Fee Schedule.

4. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work described in the attached Statement of Work, Attachment A.

5. COMPENSATION

The Contractor shall submit to the Commission on the 15 day of each month an invoice on a form approved by the Commission for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Commission will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed Two Million Six Hundred Ninety-Nine Thousand Eight Hundred Ninety-Three and 52/100 Dollars (\$2,699,893.52) for the first year to include the PeopleSoft Human Capital Management (HCM) and PeopleSoft Financials and Supply Chain Management (FSCM) Upgrade and License/Support, and thereafter yearly support as indicated in Attachment B, Fee Schedule, and the total amount of compensation under this Contract will not exceed Two Million Six Hundred Ninety-Nine Thousand Eight Hundred Ninety-Three and 52/100 Dollars (\$2,699,893.52) which shall include all related expenses.

The Contractor shall be paid in accordance with the Commission's standard accounts payable system.

The Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract, except for the Commission's obligations for Programs accepted or services delivered. Should the Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Such termination or contract expiration shall not relieve the Commission's obligation to pay all fees accrued or sums due and remaining unpaid for Programs or services ordered prior to termination. Payment by the Commission for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

6. SOURCE AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

7. TERMINATION FOR IMPROPER CONSIDERATION

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or

any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

9. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

10. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

11. INSURANCE

Without limiting Contractor's duties to indemnify and defend as provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in A.M. Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. Contractor shall provide Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and all deductible amounts must be provided in advance to the Commission for its approval. Any self-insurance program and self-insured retention

must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

Mythics, Inc.

The insurance policies set forth herein shall be primary insurance and non contributory with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Commission's sole discretion, constitute a material breach of this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.

When Contractor, or any entity with which Contractor contracts, is naming the Commission as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in Commission's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for bodily injury, personal injury, property damage, and contractual liability with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence.....	\$1,000,000

The Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for contractor's work on such policy.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident.....	\$1,000,000
Disease-policy limit.....	\$1,000,000
Disease-each employee.....	\$1,000,000

- D. PROFESSIONAL LIABILITY INSURANCE, appropriate to the professional's profession in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) aggregate. Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If Contractor is not providing professional services, then it is the responsibility of Contractor to obtain separate written approval from Commission to eliminate this professional liability insurance requirement.

- D. PRIVACY/NETWORK SECURITY (CYBER) LIABILITY INSURANCE providing protection for first and third party claims in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. Such policy shall cover against liability, including, but not limited to, for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of \$5,000,000. Such policy shall not include any exclusions or restrictions for any of

the following: (a) unencrypted devices/media, whether portable or not; (b) breaches that occur while confidential information is in the custody, care, protection, or control of a third party; (c) data recovery costs, including, but not limited to the costs to update, upgrade, repair, replace, improve, or maintain the computer system and anything related thereto; (d) coverage for corporations, limited liability companies, partnerships, or joint ventures; (e) geographical limitations on the policy, such as outside of the principal place of business; (f) payment card industry liability; or (g) costs of responding to government regulations.

The Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the property or project that is the subject of this Contract.

12. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to Contractor's acts, errors, or omissions, except to the extent caused by the sole negligence or willful misconduct of Commission, Housing Authority, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

13. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Commission determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the

Contractor. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

14. TERMINATION FOR CONVENIENCE

The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

15. TERMINATION FOR CAUSE

This Contract may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the

Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

16. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Commission Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

17. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Commission's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Commission under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Commission may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Commission Policy.

18. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Commission's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business.

The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

19. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

20. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Contract.

Professional Conduct: The Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

21. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

22. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

23. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-45, inclusive.

24. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

25. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

26. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

27. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved

in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

28. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM

- A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- B. In the event that both laid-off County Employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may recommend that the Board of Commissioners debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing.

After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, recommend that the Board of Commissioners reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Commission satisfaction either that Contractor is not a “Contractor” as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.
- B. For purposes of this Section, “Contractor” means a person, partnership, corporation or other entity which has a contract with the Commission, Housing Authority, or County or a subcontract with a Commission, Housing Authority, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission, Housing Authority, or County contracts or subcontracts. “Employee” means any California resident who is a full time employee of Contractor. “Full time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission or County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify Commission if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Commission’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
- D. The Contractor’s violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of

future Commission, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

39. COPYRIGHT

Oracle America, Inc. retains all ownership and intellectual property rights to the programs and anything developed by Oracle America, Inc. and delivered to an ordering activity under this contract resulting from Technical Support hereunder and delivered under this contract resulting from services.

40. NOTICES

The Commission shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: Sean Rogan, Executive Director
Community Development Commission of the
County of Los Angeles
700 W. Main Street, Alhambra, CA 91801

The Contractor: Deonte Watters, Senior Contract Specialist
1439 N. Great Neck Road
Virginia Beach, VA 23454

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely

Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR’S ACKNOWLEDGMENT OF COMMISSION’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission’s policy to encourage all Commission Contractors to voluntarily post the Commission’s “Safely Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor’s place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. CONTRACTOR’S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission seeks to ensure that all Commission contractors that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

44. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals and businesses that benefit financially from the Commission through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County’s Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

45. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

46. AUTHORIZATION WARRANTY

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

47. ENTIRE CONTRACT

This Contract with Attachments A through E constitutes the entire understanding and Contract of the parties, and precedence is hereby established by the order of the following:

- A. GSA Federal Supply Schedule 70 contract No. GS-35F-0153M
- B. Statement of Work
- C. Fee Schedule
- D. Required Contract Forms
- E. Required Contract Notices

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

SIGNATURES

IN WITNESS WHEREOF, the Commission and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

MYTHICS, INC.

By _____
Sean Rogan
Executive Director

By _____
Dale E. Darr
Vice President, Contracts and
Compliance

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

APPROVED AS TO PROGRAM:
ADMINISTRATIVE SERVICES DIVISION

By _____
Behnaz Tashakorian
Deputy County Counsel

By _____
Matthew Fortini
Director

ATTACHMENT A

GSA Federal Supply Schedule 70 Contract Number GS-35F-0153M



MYTHICS™



Contract Holder

**AUTHORIZED FEDERAL ACQUISITION SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-8 Purchase of New Equipment
Special Item No. 132-12 Equipment Maintenance
Special Item No. 132-32 Term Software Licenses
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software
Special Item No. 132-51 Information Technology Professional Services

SIN 132-8 PURCHASE OF NEW EQUIPMENT

FSC/PSC Class 7010 ADPE SYSTEM CONFIGURATION

Servers

Installation (FPDS Code N070) for Equipment Offered

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SIN 132-12 EQUIPMENT MAINTENANCE

FSC/PSC Class J070 MAINT-REP OF ADP EQ & SUPPLIES

Maintenance

Repair Parts/Spare Parts

Repair Service

SIN 132-32 TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Operating System Software

Application Software

Electronic Commerce (EC) Software

Utility Software

Communications Software

[GSA Contract Holder - Mythics Pages Continued]

ATTACHMENT B

STATEMENT OF WORK

ATTACHMENT A **STATEMENT OF WORK**

1.0 SCOPE OF WORK

The Community Development Commission of the County of Los Angeles (Commission) is the County's community development agency. The Commission helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Commission maintains many administrative buildings and 70 housing developments that include over 3,258 residential units within the County of Los Angeles.

The Commission is seeking an Oracle Products and Services contractor to provide PeopleSoft Maintenance Agreement services.

2.0 GENERAL REQUIREMENTS

- 2.1** The Contractor shall provide lead personnel that can communicate in English.
- 2.2** The Contractor shall be an Oracle authorized reseller.
- 2.3** The Contractor shall be an Oracle Platinum Partner.
- 2.4** The Contractor shall provide end-to-end information system solution in software, hardware, consulting services, implementation, support and training.
- 2.5** The Contractor's team and their team members have individually and jointly performed PeopleSoft upgrades for State & Local clients.
- 2.6** The Contract shall provide Oracle PeopleSoft version 9.2 upgrade for PeopleSoft Financials and Supply Chain Management (FSCM) version 8.4 and PeopleSoft Human Capital Management (HCM) version 9.0 as listed in Exhibit 1.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 Objectives

- 3.1.1** The Commission is currently running PeopleSoft FSCM version 8.4 and PeopleSoft HCM version 9.0. Both applications are using PeopleTools version 8.49. The installation of both applications is On Premise. There is an in house support team that manages tier one, tier two, and tier three issues. Rimini Street, a third party contractor, manages tier four support for the Commission's FSCM application and is supported by Oracle for the HCM application.
- 3.1.2** The Contractor will upgrade both the FSCM and HCM pillars to version 9.2 and to upgrade PeopleTools to the latest supported version available at time of project initiation.
- 3.1.3** The Commission will by upgrading to version 9.2 reinstate their support with Oracle for the FSCM pillar.

3.1.4 The Commission will implement the Supplier Contract Management module, eProcurement module, and AP invoice approval process will be implemented.

3.1.4.1 Supplier Contract Management is part of the Supplier Relationship Management suite of modules. By implementing Supplier Contract Management Commission will take advantage of the flexible approval workflow and digital signatures. Standard contracts will be approved quicker and Non-standard contracts or modified contract clauses will be flagged for additional approvals.

3.1.4.2 By implementing eProcurement requisitions will be routed through an approval process for a subset of commodities.

3.1.4.3 The AP invoice approval process will allow for tiered online approvals.

3.1.5 The Commission's PeopleSoft upgrade will allow it to take advantage of HCM and FSCM modules the Commission is currently not using, or are not using in a manner that maximizes the value from the investment they have made.

3.1.6 The Contractor and the Commission are jointly building a roadmap that will guide the implementation or reengineering of functions and features that will be built off of the foundation of this upgrade. Modules that Commission is looking to leverage in the future include:

- eProcurement (remaining commodities)
- sProcurement
- Strategic Sourcing
- eSupplier Connection
- eSettlements
- Project Costing
- Accounts Receivable (enhanced functionality)
- Absence Management
- Recruiting Solutions
- Hyperion EPMA

3.2 Overview

3.2.1 The Contractor will team with GNC Consulting, an Oracle Platinum partner focused primarily on PeopleSoft and Hyperion solutions. The Contractor and GNC have partnered together for several years delivering large, complex and successful PeopleSoft upgrade solutions together.

3.2.2 The Contractor's investment made in the detailed discovery of the Commission's business processes and the PeopleSoft footprint has positioned the Contractor to be aligned with the Commission's current and future PeopleSoft initiatives. This has allowed the Contractor to identify the right upgrade approach for this current project and will allow the Contractor to work together to develop a

long-term roadmap that will maximize the Commission's investment in PeopleSoft.

3.2.3 The Contractor will provide hands-on sponsorship of this project from an executive level.

3.2.4 The Contractor's proposed team will be able to assist, enable, guide and accelerate both the planning and execution of a PeopleSoft HCM and PeopleSoft FSCM upgrade.

3.2.5 The Contractor will utilize a proven methodology, tailored specifically for the Commission's team, to upgrade the Commission's PeopleSoft applications and ensure that the Commission is able to realize immediate gains from the upgrade.

3.3 Business and Technical Contacts

3.3.1 The Commission Business Contact Information

Name: Douglas Van Gelder
Manager – Information Technology
Mailing Address: Community Development Commission,
County of Los Angeles
700 West Main Street
Alhambra, CA 91801
E-Mail Address: Douglas.VanGelder@lacdc.org
Phone Number: (626) 586-1727

3.3.2 The Contractor's Business Contact Information

Name: Shane Kozuch
Account Executive
Mailing Address: Mythics, Inc
1439 North Great Neck Road
Virginia Beach, VA 23454
E-Mail Address: skozuch@mythics.com
Phone Number: 757-493-3028

3.3.3 The Contractor's Technical Contact Information

Name: Randy Vlach
Oracle Applications Manager
Mailing Address: Mythics, Inc
1439 North Great Neck Road
Virginia Beach, VA 23454
E-Mail Address: rvlach@mythics.com
Phone Number: (630) 414-6679

3.4 Service Description

3.4.1 The Contractor has gained knowledge and understanding during phone meetings and onsite visit for the Commission's needs and drivers to upgrade the FSCM and HCM pillars.

3.4.2 The Contractor understand the challenges that the Commission is currently facing.

3.4.3 The Contractor is working with the Commission to build a roadmap that will ensure the Commission is strategically aligned to maximize the investment they have made in their PeopleSoft applications. As

part of this upgrade the Contractor will implement the first part of the roadmap, Supplier Contract Management, eProcurement, and AP Invoice approval. eProcurement will be implemented for a single commodity to ensure that the changes taking place in the organization are manageable. A plan for a roll out of the rest of the commodities will be created.

3.4.4 The Contractor has taken the information learned about the Commission and combined with the Contractor's rich history of successfully modernizing PeopleSoft applications and developed a customized methodology and upgrade plan for the Commission. The below sections will discuss the Contractor's guiding principles, the upgrade methodology, project management approach, our technical upgrade approach, and project team and responsibilities.

3.5 Upgrading Guiding Principles

3.5.1 Reduce Customizations – Opportunities to reduce customizations will be documented and presented to stakeholders. These opportunities will be realized through new functionality that is delivered or through process and policy changes.

3.5.2 Stick to the Scope – There will be the desire to implement functionality that is not within the scope of the project. Those items will be captured and added to the Commission long term roadmap for PeopleSoft functionality expansion.

3.5.3 Simplify - Delivering greater simplicity will enable casual users to leverage PeopleSoft applications effectively while remaining focused on their primary job function. This ability greatly reduces the effort for end user training and reduces help desk inquiries when deploying self-service applications to a broad user community. A key part of achieving this principal is changing the way users navigate and interact with the system. New concepts like Activity Guides, Train Stops, Related Actions, and Embedded Help—coupled with powerful search and visualization capabilities—will enable both casual and power users to find the information they need and will provide user process flows that are intuitive and at once familiar.

3.5.4 Increase productivity - By delivering rich features and a flexible role-based user experience, we continue to enable line of business owners to improve productivity and run mission-critical business transactions efficiently within PeopleSoft. The rich features include a new WorkCenter capability that enables power users to focus on a set of daily tasks from a single page. The WorkCenter combines transactions, analytics, workflow notifications, and reports into a configurable framework that can be tailored to each role-based user in the enterprise, High-volume users such as a Billing or Payables clerk in the Financials department will see greater productivity and spend less time navigating the system and dealing with exceptions

3.5.5 Lower Total Cost of Ownership (TCO) - Finally, the Contractor will lower TCO for the IT department by making available new functionality that enables organizations to eliminate costly customizations. Further, planned enhancements to the currently available PeopleSoft Test Framework and Usage Monitor, which allow for the creation of metadata driven test cases, expanded integrations within PeopleSoft and between PeopleSoft and other Oracle applications (for example, Hyperion, Governance, Risk, and Compliance (GRC), and Primavera), support for virtualization technologies, and the incorporation of Oracle's Secure Enterprise Search for global search, will drive down the cost of ownership. The design principles of Simplicity, Productivity, and Lowered TCO are expected to remain at the core of Oracle's planned capabilities for PeopleSoft applications for the foreseeable future. Oracle believes capabilities centered on these design principles address the challenges our customers currently face. Those challenges include an extended and more internet savvy set of users, the need to do more with less, and the constant pressure to reduce operational costs. While this multi-year Statement of Direction documents Oracle's current investment plans for PeopleSoft, Oracle intends to regularly validate its strategy with its customers through Customer Advisory Boards, Strategy Councils, and direct one-to-one customer engagements to ensure

3.6 The Commission's Upgrade Methodology

3.6.1 The Contractor has provided the Commission's Upgrade Methodology overview as described in Exhibit 1.

3.6.2 The Contractor and the Commission will work closely together before the project is officially launched.

3.6.3 The Contractor's Pre-Planning phase of the project with the Contractor's Project Manager will facilitate a meeting with the Commission and the Contractor's stakeholders to discuss resource requirements for the Commission's team members and the Contractor's team members. A resource plan for the Strategy and Planning phase will be jointly developed.

3.6.4 The Contractor will also be discussing how to onboard the resources to the project. Once the project officially launches, the Contractor wants to make sure all project team members have the resources they need to be productive. Below is a summary of the different activities that occur in each of our project delivery phases.

3.6.4.1 Strategy – In the strategy phase of the project the Contractor's Executive Sponsors and Project Managers will work with the Commission to form a Steering Committee. The project managers will work with the Steering Committee to create a business case, define the project objectives and lock down the scope of the project.

This will give the project managers their objectives to which they will need to manage.

3.6.4.2 **Planning** – It is critical that all team members have a deep understanding and a laser focus on the objectives, the scope, and the timeline that the Contractor’s project team is expected to deliver. The Contractor will be conducting interviews with the Commission stakeholders and application owners to understand what expectations they have for the project. As a team the Contractor will consolidate the results and produce a document outlining the project objectives and scope. The Contractor will conduct a kickoff meeting to make sure that the entire project team and stakeholder communities are on the same page. The Project Management Office will publish a Communication Plan, a Testing Plan, a Project Plan, and an Environment Management Strategy. Finally, the Contractor will assess the Commission’s overall business strategy and document how that affects the project as well as define the business processes that the Commission identifies as critical.

- **Communication Plan** - The communication plan will detail the content that will be provided to the necessary Commission audiences at specified frequencies. The Contractor has learned through experience that a majority of issues that arise in a project are originated from poor communication. The Contractor’s communication will be forward and to the point so that all the audiences, the Contractor communicates with, will consume the same message the Contractor is sending. While the Contractor is respectful of everyone’s time, the Contractor wants to set the expectation that communication is the foundation of a strong delivery methodology.
- **Testing Plan** - The testing plan will detail what level of testing will be required during each of the testing phases. The Contractor will also be setting expectations of what will be required from project team members and end users. All elements of project delivery will be tested with special emphasis put on the critical business processes.
- **Project Plan** – The Contractor’s resource plan and project plan will map out exactly what is required of project team members, stakeholders and end users in the analyze phase. In order to obtain the critical details that will be necessary to develop a solution it is

necessary to map out what will be required of who and when.

- **Environment Strategy** – The Contractor understands that in order for the Commission to meet their strategic objectives issues resolution changes and other project implementation activities will be taking place at the same time as this implementation. The Contractor has the tools to help develop an environment management strategy that will direct the project team to perform their work in the properly identified environments. Each environment will have a defined purpose, a proper level of security to ensure proper change management, and a refresh methodology and schedule. This is necessary to ensure the changes made outside of the project are incorporated into the project team's solution and no changes are unintentionally migrated to the production environment. This strategy will be developed by the project team and agreed upon by the Commission's application owners. The Contractor will accommodate the current environment methodology as much as possible.

- 3.6.4.3 **Design** – The design phase of the project is where the Contractor consultants use the years of experience to hold business process workshops. In the business process workshops, the Contractor's consultants and the Commission Functional leads will gain a thorough understanding of all the transactional activity that is occurring in the existing application footprint. This will allow them to provide a fit-gap analysis based on current and new functionality. Based on these interviews and the fit gap results, the project team will be able to create a RICE inventory. The RICE inventory is a listing of Reports, Integrations, Conversions, or Extensions that need to be developed. RICE inventory items will need to be approved by the project stakeholders. Every effort will be made to keep the RICE Inventory to a minimum. Once the RICE inventory is finalized the development team and the functional team will work with the PM to update the project plan. They will also be working with in flight project teams to understand the expected impact their projects will have on the production environment.
- The Contractor understands that the Commission is already running PeopleSoft on a stable infrastructure. As part of our solution offering, we are recommending that the Contractor provides an infrastructure

assessment so that we are confident that an increased level of user activity and transactional activity will not negatively impact performance across the application.

- The project team will be creating artifacts to cover all of the business processes and RICE inventory items. Each business process will have a related functional specification created that will detail the requirement as the Contractor understands it, an overall process flow, and a description of how that transaction will be managed in PeopleSoft. All RICE items will have a related functional and technical specification. The functional specification will utilize the same template as the business process functional specification. The technical specification will detail the programming technique that will be used to create the solution. This will include the PeopleSoft development tool that will be leveraged and a detailed approach that will outline exactly how the solution will be provided. Functional and Technical specifications require signoff from the project stakeholder team.

3.6.4.4 **Construct** – At the completion of the design phase the project team will have a straw man view of what the solution will look like. This will include which modules will be performing designated business processes and how transactional data will flow through the application as well as in and out of the application. In the construct phase our consultants will transform the straw man view into a functioning application solution. The Contractor’s functional consultants will use their years of experience to help the Commission’s Functional Leads manage the configuration so that the application will meet the Commission’s requirements. The Contractor’s technical consultants will develop solutions for the RICE inventory as well as retrofit customizations. The Commission’s development team will work on retrofitting their stored procedures. This will be the longest phase of the project. This activity will prove out the project team has accounted for all business processes and integrations that will be required at go live.

3.6.4.5 **Transition** – As the configuration of the application is completed and the development activity is completed the Contractor will launch an aggressive testing process. The Contractor’s consultants require detailed application testing so that as many issues as possible are discovered and resolved before the project team

implements the solution into a production environment. The project team will define acceptance criteria and require signoff on system testing, integration testing, user acceptance testing, and performance testing. During this phase the Contractor will also be adjusting the batch schedule as necessary to accommodate the new jobs that will be introduced into the environment. The project team will plan for two mock cutovers and will perform at least one mock cutover for migrating configuration and historical data into a production like environment. During the transition phase the Commission Functional Leads and the Contractor's Consultants will work together to help identify and resolve issues. It is a good opportunity for informal and formal training sessions of the power users. Power users will receive training on each implemented module's configuration settings as well as the activities that the end users will need to perform in order for the application to function properly. Formal end user training will be conducted by the functional leads during this phase of the project. The Contractor's Consultants will mentor the Commission staff during the various training activities, ensuring the Commission training staff has the needed "super user" skillset to successfully train its staff. This is an enablement activity designed to empower the Commission team and deliver an internal training capability to properly train end users and managers long after the consulting project is concluded. The Contractor believes the best time to complete this training is as close to the go live as possible.

3.6.4.6 **Deploy** – The Contractor understands that there will still be a few issues that are logged once the Commission starts using the new application. The Contractor will use an issue log to actively manage those issues. There will be daily calls to review the issue log to understand the complexity of the issue and ensure that ownership of the issue is assigned to a project resource. Once the application is stabilized the Contractor will complete the knowledge transfer process. Because the Commission Functional Leads have been working on the project team, we expect knowledge transfer to happen naturally throughout the project. Any open items or questions will be completed in formal knowledge transfer sessions at the end of the project. The Contractor will also commence activities to decommission any legacy applications and jobs that will no longer be required.

Before the Contractor consultants roll off the project the Contractor will hold a formalized lessons learned meeting where both the Commission and the Contractor's representatives will receive information from the project team on what they felt were opportunities for improvement and what was helpful in making the project a success. At this time the Contractor would expect to wrap up all project activity.

3.7 Project Management

- 3.7.1** Complex modernization projects of this nature require a strong management approach grounded in proven industry standards. The Contractor's management approach incorporates lessons learned from our previous Oracle Systems Integration experience as well as standard project management best practices as codified by the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK). Our approach is based on the five key PMI process group: *Initiating, Planning, Executing, Monitoring, Controlling and Closing*. The processes are replicable at the overall contract level and for each project that may be developed under the contract.
- 3.7.2** The Contractor's strong project management will ensure all of the applicable procedures and processes are applied to the tasks and their delivery. By following a formal and proven methodology, a continuous and standardized project management procedure will be utilized throughout the various tasks assigned to this contract.
- 3.7.3** The Contractor will provide a Project Manager (PM) with in-depth experience managing upgrades and implementations. The PM will have the skills required to communicate effectively to all levels of the organization, properly track risks and issues, and manage to the budget.
- 3.7.4 *Interim Project Review* - The Contractor** is very cognizant of the expected and unforeseen issues that occur during a project of this nature, often having an adverse effect on the project's schedule and cost. To mitigate the risks of this occurring, the Contractor has developed an Interim Project Review (IPR) process, in addition to the weekly project status meetings. The IPR includes evaluating the project's current status compared to the original plan, issue and risk planning, Client's satisfaction with assigned resources and progress.
- 3.7.5 *Project Change Control*** – The Contractor has made every attempt to accurately estimate the time required to successfully complete the project. Client acknowledges and agrees that if impediments, complications, or Client-requested changes in scope arise, these factors are out of the control of the Contractor, and the length of the project and associated price could be impacted.

- 3.7.5.1 Examples of such impediments, complications, and changes in scope are (but are not limited to):
- Client-initiated delay where Client is not prepared to allow the Contractor to begin work on the agreed upon start date thus resulting in additional cost to the Contractor for resources that have been sent to Client site but cannot begin the Services.
 - Client-provided information necessary for timely delivery by the Contractor is not accurate.
 - Delays or problems associated with third party telecommunication equipment. (This includes, but is not limited to, cabling, servers, routers, hubs, and switches managed or installed by third parties.)
 - Malfunctioning hardware.
 - Inability to access equipment or personnel that are required to complete the project.
 - Conflicts or incompatibilities associated with the installation of hardware or software installed by the Contractor.
 - Client increases the scope of services requiring additional labor, hardware, software, materials, travel, lodging, meals, or other direct costs.
- 3.7.5.2 If any change(s) from impediments, complications, or Client changes in the scope of services cause an increase or decrease in the price or level of effort of the SOW, or the time required for the performance of any part of the work to be accomplished hereunder, whether or not such work is specifically identified in the written change, then the price, delivery schedules, and other affected provision(s), if any, as applicable, shall be equitably adjusted and this SOW shall be modified in writing by the mutual agreement of the parties in accordance with this Section.

3.8 Technical Upgrade Approach

- 3.8.1 The Contractor's** project team has refined the approach for the upgrade to optimize the upgrade path and reduce the overall impact on end users. The Contractor will migrate security, queries and trees as close to go live as possible to minimize the need to maintain these objects in two versions of PeopleSoft.
- 3.8.2 The Contractor's** diagram as described in Exhibit 3, pictorially represents the Contractor's approach in creating a new application and tools instance as well as the approach for any additional test moves, and finally the move to production.
- 3.8.2.1 Initial Test Move** – Utilizing a copy of your current Production environment, we will upgrade PeopleTools to

version 8.53. We then will selectively move the customizations into an environment that is a copy of the 9.2 Demo environments. We will build the projects and execute the conversion scripts to create the Contractor's new baseline environment (Golden Version).

3.8.2.2 **Additional Test Moves and Prod Migration** – Like the initial test move, a copy of the current production environment is made and a PeopleTools upgrade is performed. Any PeopleTools objects that we want to reapply in the new environment are exported for use later. The PeopleTools tables are then exported from the Golden Version and imported into the new instance. The projects are built and the conversion is executed to finalize a working version of the new instance.

3.9 Schedule

3.9.1 Period of Performance

3.9.1.1 The Commission has requested the following project dates. The Contractor will make every reasonable attempt to meet the dates requested. The Commission understands and agrees that changes in critical factors (such as those listed below in Project Change Control) may impact the Contractor's ability to meet certain dates.

- **Project Start Date: To be determined**
- **Project Completion Date: To be determined**

3.9.2 Project Schedule

Tasks	Estimated Time in Days *(HCM/FSCM)
<i>Strategy</i>	<i>1 Week/1 Week</i>
<i>Planning</i>	<i>2 Weeks/2 Weeks</i>
<i>Design</i>	<i>7 Weeks/7 Weeks</i>
<i>Construct</i>	<i>12 Weeks/12 Weeks</i>
<i>Transition</i>	<i>10 Weeks/11 Weeks</i>
<i>Deploy</i>	<i>2 Weeks/2 Weeks</i>

*Some of these activities will overlap.

3.9.3 Timeline

3.9.3.1 FSCM Timeline as described in Exhibit 4.

3.9.3.2 HCM Timeline as described in Exhibit 5.

3.10 **Deliverables** - The Contractor's deliverables Description as described in Exhibit 6, details the description of each deliverable that the project team will be responsible for creating. The ownership of the deliverable is detailed further in section 4 and Exhibit 2 – Project Team Responsibilities.

3.11 **Acceptance of Deliverables** – the Commission has five (5) business days to inspect and acknowledge full delivery of the Services to be provided by the Contractor hereunder upon completion and delivery of the Services by the Contractor. The Commission will indicate such acknowledgement by signing the Contractor's Project Completion Form, a

sample of which is attached as Exhibit 7. If the Commission fails to provide such acknowledgement within the five (5) business days of receiving final deliverables, the Commission agrees that the Services shall be deemed fully delivered, even if the Commission has not signed the Contractor's Project Completion Form. If the Commission believes that the Contractor has not fully delivered the Services to be provided hereunder and refuses to sign the Project Completion Form on that basis, the Commission shall identify in reasonable detail the specific Services or deliverables which the Commission believes were not delivered, with specific reference to the corresponding sections of this SOW, via written notice to the Contractor within such (5) business day period. Following the Contractor's receipt of any such notification, the parties shall cooperate in good faith to promptly address and resolve any remaining Service delivery requirements. Upon the Contractor's delivery of the remaining Services, if any, the Commission's right to inspect and acknowledge full delivery shall be as stated above.

3.12 Assumptions – The Contractor may use the following assumptions during development of this SOW. Any changes to these assumptions may affect the price and schedule commitments.

3.12.1 General Assumptions

- The Commission will provide the Contractor access to the business, client, and technical information and facilities necessary to execute the solution.
- The Commission will supply a Project Manager who will work with the Delivery Team Project Manager to address the Commission related issues.
- A Steering Committee will be established comprised of the Commission Executive Sponsor, the Commission Business Owners, Executive Sponsors, the Commission Project Manager, and the Project Manager. The Commission Steering Committee will serve as the final authority on questions or issues arising during the course of the project.
- The Contractor assumes that the Commission has the appropriate Oracle licensing agreements to utilize the tools detailed in the RFP.
- The Commission will ensure that appropriate personnel are available to meet with the Contractor, as necessary.
- The Contractor professional working day is eight hours, including reasonable time for meals. The Contractor understands that occasions arise during client engagements that require a longer or shorter working day. The Contractor will not extend engagements when delays result from the Commission inability to meet stated prerequisites prior to an engagement, nor when delays result from the Commission personnel not being available to provide required support.

- The Contractor will develop any application code, documentation, and presentations in English.
- The Contractor will perform the work between 8:30am and 5:00pm (local time). After-hour and weekend work (when required), must be explicitly identified below or as otherwise agreed to in writing by the parties:

After-hours required?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Weekend hours required?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Will hardware/software be staged at the Contractor's?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Location of onsite services?	Community Development Commission of the County of Los Angeles 700 W. Main Street, Alhambra, CA 91801

3.12.2 Scope Assumptions

- During this effort, the Contractor will not be responsible for negotiations with hardware, software, or other vendors, or any other contractual relationship between the Commission and third parties. The Contractor, at the request of the Commission, will provide input to the client regarding optimal product or vendor selection.
- The PeopleSoft HCM 9.2 Upgrade project scope is limited to the Commission's current modules in production, which are: Core HR, Base Benefits, Benefits Administration, eBenefits, North America Payroll, Time and Labor and Self Service
- The PeopleSoft FMS 9.2 Upgrade project scope is limited to the Commission's current modules in production, which are: General Ledger, Accounts Receivable, Purchasing, and Accounts Payable.
- The Commission is committed to changing business processes as required to employ delivered baseline PeopleSoft solutions, including delivered reports, versus customization of the product.
- The Commission's resources with in-depth knowledge of the identified business processes will attend and actively participate in the Business Process Re-Design workshops and have the authority to make decisions on which business processes will be re-designed. These resources must have adequate availability in their schedules for these workshops. Delays in scheduling these workshops will cause delays in the 9.2 Upgrade projects.

- The Commission will have an available DBA that is trained and is available to perform normal support tasks including, but not limited to, backups, restoring of test databases, performance monitoring and data base maintenance.
- The Commission users will thoroughly test the PeopleSoft system and document the test results, including any problems.
- The Commission will ensure that Training resources are available to help develop a training program that adequately communicates management's expectations and instructs the end users on proper system use and operation.

4.0 RESPONSIBILITIES

The Commission and the Contractor's responsibilities are as follows and as described in Exhibit 2:

Commission

4.1 Personnel

- 4.1.1 The Commission shall monitor the Contractor's performance in the daily operation of this Contract.
- 4.1.2 The Commission shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 The Commission shall prepare amendments to the Contract in accordance with the Contract.

Contractor

4.2 Project Manager

4.3 Personnel

- 4.3.1 The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must be able to communicate effectively.

4.5 Uniform / Identification

- 4.5.1 The Contractor's employees must wear visible identification when working under the Contract on Commission property. The identification shall be:
 - Commission Visitor ID

4.6 Materials and Equipment

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. The Contractor shall use materials and

equipment that are safe for the environment and safe for use by the Contractor's employee.

4.7 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls.

5.0 HOURS / DAYS OF WORK

The Commission office hours are from 8:00 a.m. to 5:00 p.m. The Commission offices are closed on the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

6.0 ADDITION/DELETION OF SERVICES

The Commission reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Commission and the Contractor.

**STATEMENT OF WORK
EXHIBIT 1
LACDC Upgrade Methodology**

LACDC Upgrade Methodology						
	Strategy	Planning	Design	Construct	Transition	Deploy
Overview	<p>Identify Need and Solution and obtain executive Support</p>	<p>Create the foundation for the project and train key project team</p>	<p>Identify how the system will be configured to meet the needs of the business</p>	<p>Build the System</p>	<p>Perform multiple levels of testing to ensure upgraded application is ready for production</p>	<p>Move Solution to Production and support post migration issues</p>
Process	<ul style="list-style-type: none"> Build Business Case Validate Tools and application versions Form Steering Committees 	<ul style="list-style-type: none"> Risk Assessment Roles and Responsibilities Project Standards Project team training Project Kickoff 	<ul style="list-style-type: none"> Current State Mapping Future State with Best Practices Fit Gap Process Functional Specifications Identify Reporting Requirements Test Approach Communication Plan 	<ul style="list-style-type: none"> Export database to Lab Retrofit required customizations built on PeopleSoft application development framework Build Conversion Mappings Unit Testing Mock Cutovers 	<ul style="list-style-type: none"> System Test User Acceptance Test Parallel test Performance Test Mock Go Live End User Training 	<ul style="list-style-type: none"> Move to Production Production Support Lessons Learned
Deliverables	<p>Business Case, Project Objectives and Scope</p>	<p>Project Plan, Risk Assessment, Environment Strategy, Testing Strategy</p>	<p>Functional Specs, Current and Future Business Process Maps, Infrastructure Analysis</p>	<p>Technical Design, Conversion approach, Training Material, Test Cases</p>	<p>Testing Results, Production Migration Plan, Production Support Plan</p>	<p>Project Assessment</p>

**STATEMENT OF WORK
EXHIBIT 2
Project Team and Responsibilities**

FSCM

Role	Responsibility
Contractor Consultants	
Executive Sponsor	<ul style="list-style-type: none"> • Create Steering Committee • Participate as Active Member of the Steering Committee • Assist with Project Scope creation • Staff Project
Project Manager	<ul style="list-style-type: none"> • Create Risk Assessment • Create Project Standards • Manage team to project plan and budget • Manage communication plan
Functional Lead	<ul style="list-style-type: none"> • Lead Fit Gap sessions • Create current state mapping • Create future state mapping
Supplier Contracts/eProcurement Consultant	<ul style="list-style-type: none"> • Define required workflow processes for Supplier Contracts, ePro, and AP Invoices • Design configuration setup for Supplier Contracts and eProcurement modules • Create test scripts • Stage data for testing • Create training material • Create functional specifications • Post go live support responsibilities
Tech Upgrade Lead	<ul style="list-style-type: none"> • Execute Oracle Delivered Upgrade Scripts • Build custom conversion scripts for customizations • Lead for reapplying customizations. • Direct offshore team.
Offshore Lead	<ul style="list-style-type: none"> • Manage offshore development • Coordinate and schedule required interaction with project team • Prioritize and quality control of offshore deliverables
Offshore Developers	<ul style="list-style-type: none"> • Upgrade PeopleTools • Retrofit customizations • Retire Customizations • Technical Troubleshooting • Create Workflow processes for Supplier Contracts, ePro, and AP Invoices
Commission Employees	
Project Manager	<ul style="list-style-type: none"> • Create Risk Assessment

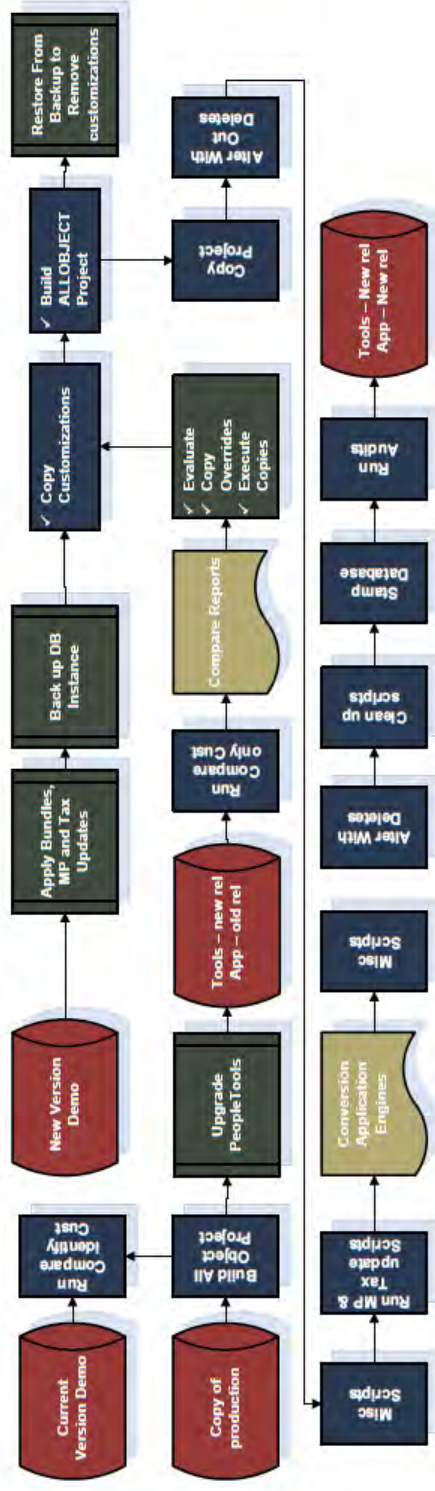
Role	Responsibility
	<ul style="list-style-type: none"> • Create Project Standards • Manage team to project plan and budget • Manage communication plan
Functional Lead GL	<ul style="list-style-type: none"> • Own General Ledger processes • Own Common and GL related configuration changes • Create test scripts • Stage data for testing • Create training material • Create functional specifications • Post go live support responsibilities
Functional Lead AP	<ul style="list-style-type: none"> • Own Accounts Payables processes • Own Accounts Payable related configuration changes • Create test scripts • Stage data for testing • Create training material • Create functional specifications • Post go live support responsibilities
Functional Lead PO	<ul style="list-style-type: none"> • Own Purchasing processes • Own Purchasing related configuration changes • Create test scripts • Stage data for testing • Create training material • Create functional specifications • Post go live support responsibilities
Functional Lead AR	<ul style="list-style-type: none"> • Own Accounts Receivables processes • Own Accounts Receivable related configuration changes • Create test scripts • Stage data for testing • Create training material • Create functional specifications • Post go live support responsibilities
Security Admin	<ul style="list-style-type: none"> • Analyze, define, unit test, and implement security changes that are required due to the upgrade. • Manage security requests in 9.2 Environments
End Users	<ul style="list-style-type: none"> • Assist with the creation of test scripts • Perform User Acceptance Testing. • Participate in training sessions
Trainer	<ul style="list-style-type: none"> • Create training plan • Coordinate training sessions • Create training artifacts • Perform training activity.

Role	Responsibility
DBA/infrastructure Liaison	<ul style="list-style-type: none">• Create new PeopleSoft environments• Refresh environments per set schedule and project team requests• Assist in troubleshooting issues.
PS Developer	<ul style="list-style-type: none">• Retrofit stored procedures• Create Technical Specifications• Assist with definition, coordination, and execution of integration testing.

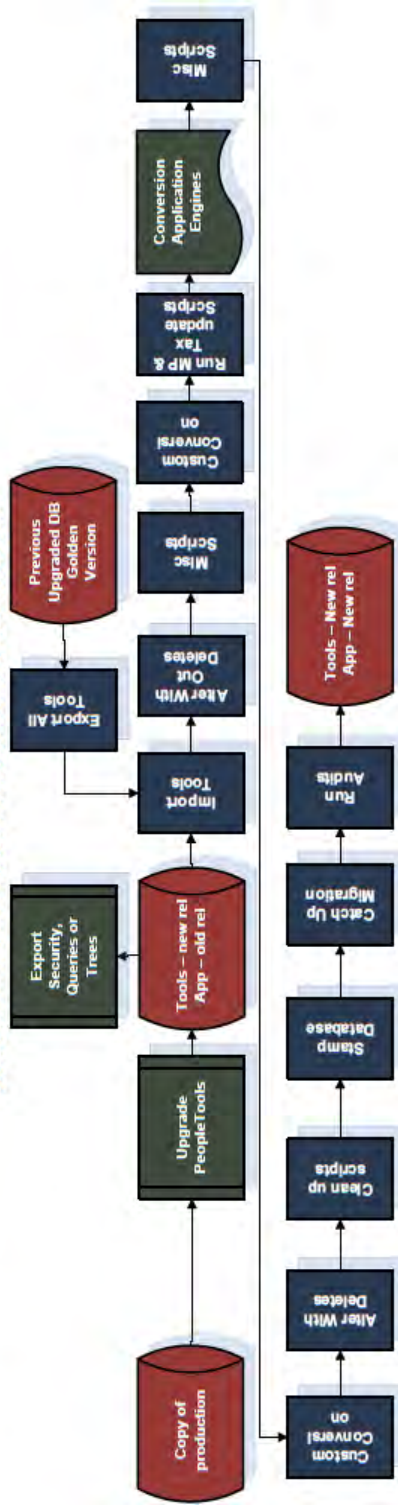
STATEMENT OF WORK EXHIBIT 3

Diagram Representing the Contractor’s approach in creating a new application and tools instance as well as additional test moves, and finally the move to production

Initial Test Move



Move to Prod and additional Test Moves



STATEMENT OF WORK EXHIBIT 4 FSCM Timeline

	6/30	7/7	7/14	7/21	7/28	8/4	8/11	8/18	8/25	9/1	9/8	9/15	9/22	9/29	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12
2	FSCM Upgrade																												
3	Task Description / Week #																												
4	1																												
5	STRATEGY (Complete before start of Project)																												
6	Contract with Partners																												
7	Form Steering Committee																												
8	Define Business Processes in Scope (Assessment detail)																												
9	Map current business process																												
10	Develop new approach																												
11	Build Business Case																												
12	Strategy Segment Sign-Off																												
13	PLANNING																												
14	Identify Resources, Roles and Responsibilities																												
15	Define Project standards and Project reporting																												
16	Risk assessment																												
17	Project Kick-off																												
18	Define Training Strategy																												
19	Planning Segment Sign-Off																												
20	DESIGN SEGMENT																												
21	Review 3.2 Functionality GL																												
22	Review 3.2 Functionality PD																												
23	Review 3.2 Functionality AR																												
24	Review 3.2 GL Current customizations																												
25	Review 3.2 AR Current customizations																												
26	Review 3.2 PD Current customizations																												
27	Identify test phases on what new functionality will be implemented																												
28	Develop test Plan and Pack																												
29	Install PeopleSoft Demo 3.2 Environment																												
30	Copy Prod Database to Test DB																												
31	DDDAUDIT and SYSAUDIT Cleanup																												
32	Security Model Review & Definition																												
33	Design Segment Sign-Off																												
34	Go to 3.0 Upgrade Process																												
35	Go to 3.2 Upgrade Process																												
36	Configure 3.2 (preparer to remove new functionality)																												
37	Reapply Customizations																												
38	Upgrade SGR, AE, Crystal, Query																												
39	Build Security Roles, Permissions, Tests																												
40	Build Test Plan and Test Data																												
41	Construct Segment Sign-Off																												
42	TRANSITION SEGMENT																												
43	Functional Testing																												
44	Train Core Team Users																												
45	Unit Test Cycle - Upgraded Copy of Production																												
46	Stress Test																												
47	UAT Parallel Test 2																												
48	Infrastructure Testing																												
49	Stress Test																												
50	Make System Adjustments																												
51	Integration/ Stress Test																												
52	Make System Adjustments																												
53	Copy Production Database to new environment																												
54	Perform First Move to Production 3.0 to 3.0																												
55	Copy Production Database to new environment																												
56	Perform Second Move to Production 3.0 to 3.0																												
57	Copy Production Database to new environment																												
58	Perform Third Move to Production 3.0 to 3.0																												
59	Copy Production Database to new environment																												
60	Perform Mock Move to Production																												
61	Copy Production Database to new environment																												
62	Perform Mock Move to Production																												
63	Copy Production Database to new environment																												
64	Perform Mock Move to Production																												
65	Copy Production Database to new environment																												
66	Perform Mock Move to Production																												
67	Copy Production Database to new environment																												
68	Perform Mock Move to Production																												
69	Copy Production Database to new environment																												
70	Perform Mock Move to Production																												
71	Perform Move to Production																												
72	Post Production Support																												

STATEMENT OF WORK EXHIBIT 5

HCM Timeline

	6/30	7/7	7/14	7/21	7/28	8/4	8/11	8/18	8/25	9/1	9/8	9/15	9/22	9/29	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
2	HCM Upgrade																									
3	Task Description / Week #																									
4	STRATEGY (Complete before start of Project)																									
5	Contract with Partners																									
6	Form Steering Committee																									
7	Define Business Processes in Scope (assessment detail)																									
8	Map current business process																									
9	Define Roll out Approach																									
10	Build Business Case																									
11	Strategy Segment Sign-Off																									
12	PLANNING																									
13	Identify Resources, Roles and Responsibilities																									
14	Define Project standards and Project reporting																									
15	Risk assessment																									
16	Build communication plan																									
17	Project Kick-off																									
18	Define Training Strategy																									
19	Planning Segment Sign-Off																									
20	DESIGN SEGMENT																									
21	Review 3.2 Functionality HR																									
22	Review 3.2 Functionality Ben																									
23	Review 3.2 Functionality TL																									
24	Review 3.2 Functionality PY																									
25	Review 3.2 HR Current customizations																									
26	Review 3.2 Ben Current customizations																									
27	Review 3.2 PY Current customizations																									
28	Review 3.2 TL Current customizations																									
29	Adjust project plan based on what new functionality will																									
30	Procure Servers and Patch as required																									
31	Install PeopleSoft Demo 3.2 Environment																									
32	Copy Prod Database to Test DB																									
33	DDDAUDIT and SYSAUDIT Cleanup																									
34	Security Model Review & Definition																									
35	Design Segment Sign-Off																									
36	CONSTRUCT SEGMENT																									
37	Configure 3.2 (potential to utilize new functionality)																									
38	Reapply Customizations																									
39	Upgrade SQR, AE, Crystal, Query																									
40	Build Security (Roles, Permissions, Tree)																									
41	Build Training Material and Testing Plans																									
42	Construct Segment Sign-Off																									
43	TRANSITION SEGMENT																									
44	Functional Testing																									
45	Train Core Team Users																									
46	Unit Test Cycle - Upgraded Copy of Production																									
47	System Test Cycle																									
48	UAT IP-parallel Test 2																									
49	Infrastructure Testing																									
50	System Test																									
51	Make System Adjustments																									
52	Integration Stress Test																									
53	Make System Adjustments																									
54	BC-1/2/3 Testing																									
55	Copy Production Database to new environment																									
56	Perform First More to Production																									
57	Copy Production Database to new environment																									
58	Perform Second More to Production																									
59	Copy Production Database to new environment																									
60	Perform Third More to Production																									
61	Copy Production Database to new environment																									
62	Perform Mock More to Production																									
63	DEPLOY SEGMENT																									
64	Coordinate More to Production																									
65	Backup Production Environment																									
66	Perform More to Production																									
67	Post Production Support																									
68																										

**STATEMENT OF WORK
EXHIBIT 6
Deliverables**

<i>Name of Deliverable</i>	<i>Description of Deliverable</i>
<i>Project Scope Statement</i>	<i>Scoping statement agreed upon by stakeholders from Mythics and the client. This will outline the specific activities and modules that we will be upgrading.</i>
<i>Project Plan</i>	<i>Listing of resources and activities required to complete the upgrade.</i>
<i>Environment Strategy</i>	<i>Listing of required environments, the purpose of the environments, the associated level of security, and the refresh schedule of the environment.</i>
<i>Testing Strategy</i>	<i>Document listing the types of tests to be performed, the teams needed to execute the testing, and the sign off criteria for the testing.</i>
<i>Functional Specifications</i>	<i>Any new customizations that are required will require a functional specification document that outlines the purpose and design of the customization.</i>
<i>Current Business Process Maps</i>	<i>Business Process Map for as is procedures.</i>
<i>Future Business Process Maps</i>	<i>Business Process Map for to be procedures.</i>
<i>Infrastructure Assessment</i>	<i>Analysis of current infrastructure and list of required changes needed for the project and for production.</i>
<i>Technical Design Docs</i>	<i>Any new customizations that are required will require a technical specification document that outlines application development framework that will be utilized in coding the solution.</i>
<i>Conversion Approach</i>	<i>Or any conversions required will require a document outlining any necessary conversion activities.</i>
<i>Training Strategy</i>	<i>This document will outline the different types of testing that will be required along with the parties that are preparing the test material and the parties that will deliver the training.</i>
<i>Test Cases</i>	<i>User Acceptance Test cases that will be performed by the power users and end users to validate the upgrade.</i>
<i>UAT Sign Off</i>	<i>Sign off of user acceptance testing by power users and stakeholders.</i>
<i>Cutover Plan</i>	<i>Detailed step by step plan of activities that will be performed for the cutover. This will include expected timings captured during mock cutovers.</i>
<i>Support Plan</i>	<i>Support Plan that will manage both post go live activities as well as required level of support post application stabilization.</i>
<i>Lessons Learned Meeting</i>	<i>Notes gathered from a meeting to discuss the project activities that were successful as well as project activities that needed improvement.</i>

**STATEMENT OF WORK
EXHIBIT 7
Contractor's Project Completion Form Example**



MYTHICS™

Unrivaled Oracle Expertise

Appendix A – Milestone/Deliverable/Project Completion Form

Mythics has completed milestone of the project as outlined in the Statement of Work titled SOW NAME and dated MONTH DAY, YEAR OR

Mythics has completed and submitted deliverable as outlined in the Statement of Work titled SOW NAME and dated MONTH DAY, YEAR OR

Mythics has completed all of the agreed upon milestones/deliverables/tasks as outlined in the Statement of Work titled SOW Name and dated Month DD, YYYY.

Accepted and Agreed By:

Client Name

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Core Financial Management Software
Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

Application Software
Operating System Software
Electronic Commerce (EC) Software
Utility Software
Communications Software
Core Financial Management Software
Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SIN 132-33 PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

LargeScaleComputers

Operating System Software
Application Software
Electronic Commerce (EC) Software
Utility Software
Communications Software
Core Financial Management Software
Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

Operating System Software
Application Software
Electronic Commerce (EC) Software
Utility Software
Communications Software
Core Financial Management Software
Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>

SIN 132-34 MAINTENANCE OF SOFTWARE

SIN 132-51 INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D306 IT Systems Analysis Services

FPDS Code D311 IT Data Conversion Services

FPDS Code D316 IT Network Management Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

MYTHICS, INC.

1439 N. Great Neck Road, Suite 201

Virginia Beach, VA 23454-1347

Telephone: (757) 412-4362

Fax: (757) 412-1060

Internet: <http://www.mythics.com>

Contract Number: **GS-35F-0153M**

Period Covered By Contract: 12-19-01 through 07-16-14

**Current through GSA Mod PO-0330, effective 04-30-14
(Incorporating approved Mods; 312-313)**

General Acquisition Administration
Federal Acquisition Service

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

TABLE OF CONTENTS	Pgs
SECTION I - INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS.	6-16
SECTION II – TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF NEW EQUIPMENT (SPECIAL ITEM NUMBER 132-8)	17-19
SECTION III - TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT SPECIAL ITEM NUMBER 132-12	20-22
SECTION IV - TERMS AND CONDITIONS APPLICABLE TO TERM LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33), AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE.	23-27
SECTION V - TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51).	28-33
SECTION VI - USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS	34
SECTION VII - BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE	35-37
SECTION VIII - BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”	38
APPENDIX I - GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS (v110611)	39-81
APPENDIX II - HARDWARE GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS (v120412_HW)	82-134
APPENDIX III – ORACLE LINUX AND ORACLE VM SUPPORT SERVICES (“OLOVM”) GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS (v071812_OLOVM)	135-137
APPENDIX IV – ORACLE ON DEMAND TERMS AND CONDITIONS (v071812_OD)	138-142
APPENDIX V – ORACLE SUPPLEMENTAL PRICING NOTES (dated 03-26-14)	143-202

SECTION I

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage! on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage! and the Federal Supply Service Home Page (www.fss.gsa.gov) contains information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

- a. Ordering and Remit to Address: Mythics, Inc.
1439 N. Great Neck Road, Suite 201
Virginia Beach, VA 23454-1347
- b. Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be and below the maximum order threshold. Credit card payments may not be accepted for services with extended delivery terms. In addition, bank account information for wire transfer payments will be shown on the invoice.

c. Pursuant to the changes clause at FAR 52.212-4(c) of Mythics' contract, Mythics and an ordering activity may agree in writing in an order to bilateral changes, which pertain to the order. In no event may an ordering activity unilaterally impose additional terms, conditions or other requirements (e.g., Representations and Certifications or agency supplemental clauses) upon Mythics by virtue of their unilateral incorporation in or attachment to an order. In no event shall any additional terms, including any terms that are preprinted, attached to, or referenced in an order have any force or effect without the express written agreement of Mythics and the ordering activity. Within five (5) workdays of receipt of an order from an eligible non-federal ordering activity authorized to use this GSA Schedule under the Cooperative Purchasing Program (entities identified in paragraph (d) of the clause at GSAR 552.238-78(d)(including, state, local, regional, or tribal government entities, local educational agencies and institutions of higher learning), Mythics will provide to the ordering activity as to whether such order will be accepted.

d. Ordering activities agree that they have not relied on the future availability of any programs or releases in entering into an order.

e. The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance: 757-412.4362

f. When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

Authorized Resellers' Ordering and Remit to Addresses:

Emergent, LLC
8219 Leesburg Pike, Suite 300
Vienna, VA 22182
POC: Paul Kohler
Phone: 703-288-3686
Fax: 703-288-4287

Iron Brick
8405 Greensboro Drive, Suite 140
McLean, VA 22102
POC: Jeff Morrow
Phone: 703-288-3874
Fax: 703-288-3817

3. LIABILITY FOR INJURY OR DAMAGE:

Mythics agrees to indemnify an ordering activity from bodily injury and/or tangible personal property damage caused by the intentionally wrongful or grossly negligent acts or omissions of Mythics or its employees while on an ordering activity's premises, to the extent such actions or omissions were not caused by the ordering activity or any third party, and to the extent such damages were not caused from the use of any software. For purposes of this section, "tangible personal property" shall not include software, documentation, data, or data files.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 013358002
Block 30: Type of Contractor - B. Other Small Business

Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 541987871

4a. CAGE Code: 1TA34
4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION:

6. DELIVERY SCHEDULE:

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8	60 Days
132-12	60 Days
132-32	7 Days
132-33	7 Days
132-34	7 Days
132-51	As mutually agreed

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

The prices for program licenses and first year technical support displayed in the GSA Offering are net prices. IT Professional Services are offered both on a time and materials basis at fixed hourly labor rates which must be multiplied by the hours of work to be performed, or on a firm fixed price engagement basis. Prices shown are NET prices after application of GSA's discount.

- a. Prompt Payment: 0%.
- b. Quantity: None.
- c. Dollar Volume: The prices set forth in the GSA Offering are net prices and the GSA discount has already been applied.
- d. Government Educational Institutions are offered the same discounts as all other Government customers. Mythics also offers favorable campus-wide licensing for Educational Institutions, which are not provided on this Pricelist. Ordering activities should contact Mythics for more information.
- e. No additional discounts apply for Government credit card orders.

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: Special packing for export purposes is not available for equipment. For software, no additional charge will be incurred for export packing.

10. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is \$100.

11. MAXIMUM ORDER: (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8 – Purchase of New Equipment (including the first year of support)

Special Item Number 132-12 – Equipment Maintenance

Special Item Number 132-32 – Term Software Licenses (including the first year of support)

Special Item Number 132-33 – Perpetual Software Licenses (including the first year of support)

Special Item Number 132-34 – Maintenance of Software

Special Item Number 132-51 – Information Technology (IT) Professional Services

b. Any order exceeding the maximum order threshold is subject to acceptance by Mythics.

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS:

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPSPUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable (FIPS) Publication. Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. (FIPS PUBS) include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under

this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable (FED-STD)." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of (FED-STDS) should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370)(NOV 2001):

(a) SecurityClearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel. Any requirements associated with key personnel are subject to the agreement of Mythics and the ordering activity and must be reflected in the order.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/DeliverableRequirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

Any partial termination for convenience of an order for licenses by an ordering activity, however, may result in repricing of the remaining license and related technical support fees.

16. GSA ADVANTAGE:

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS:

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation as agreed and specified in/for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. Mythics warrants that a program licensed to you will operate in all material respects as described in the applicable Program Documentation for one year after receipt. You must notify Mythics of any program warranty deficiency within one year after receipt. Mythics also warrants that services ordered will be provided in a

professional manner consistent with industry standards. You must notify Mythics of any services warranty deficiencies within 90 days from performance of the services described in the order.

MYTHICS OR ITS SOFTWARE LICENSORS DO NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR ANY BREACH OF THE ABOVE WARRANTIES, THE ORDERING ACTIVITY'S REMEDY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF MYTHICS OR ITS SOFTWARE LICENSORS CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, THE ORDERING ACTIVITY MAY END ITS PROGRAM LICENSE AND RECOVER THE FEES PAID TO MYTHICS FOR THE PROGRAM LICENSE AND ANY UNUSED TECHNICAL SUPPORT FEES PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF MYTHICS OR ITS SOFTWARE LICENSORS CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, THE ORDERING ACTIVITY MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO MYTHICS FOR THE DEFICIENT SERVICES.

- d. Ancillary programs are defined as those third party materials specified in the program documentation, which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.
- e. Third party technology that may be appropriate or necessary for use with some Oracle America, Inc programs is specified in the program documentation and such third party technology is licensed to the ordering activity under the terms of the third party technology license agreement specified in the program documentation.
- f. Third party firms retained by an ordering activity to provide computer consulting services are independent of the software licensor and are not the software licensor's agents, and the software licensor shall not be responsible for the acts of any such third party firms.

19. OVERSEAS ACTIVITIES:

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NotApplicable.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs):

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS:

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION:

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE:

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

<http://www.oracle.com/accessibility/index.html?whitepaper.html>

Any requirements regarding Section 508 compliance for services provided under this contract must be expressly agreed to by Mythics and the ordering activity in the order.

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES:

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5):

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY:

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS:

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324).

28. SEGMENTATION:

The services provided under this contract may be related to licenses to use programs that were acquired under a separate agreement and/or order. That agreement and/or order shall govern use of such programs. Any services acquired through an order under this contract are offered by Mythics separately from such program licenses. Ordering activities may acquire either services or program licenses without acquiring the other.

29. LIMITATION OF LIABILITY:

NEITHER MYTHICS, ITS SOFTWARE LICENSORS, NOR AN ORDERING ACTIVITY SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE. FURTHER, NEITHER MYTHICS, ITS SOFTWARE LICENSORS, NOR AN ORDERING ACTIVITY SHALL BE LIABLE FOR PUNITIVE DAMAGES EXCEPT TO THE EXTENT THIS LIMITATION IS PROHIBITED BY APPLICABLE LAW. MYTHICS' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDERING ACTIVITY'S ORDER, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE AMOUNTS PAID UNDER THE ORDER; HOWEVER, IN THE EVENT OF A TERMINATION FOR CAUSE, MYTHICS' MAXIMUM LIABILITY SHALL BE LIMITED TO REASONABLE REPROCUREMENT COSTS NOT TO EXCEED AN AMOUNT EQUAL TO THE AMOUNT PAID TO MYTHICS UNDER THE ORDER. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT (31 USC 3729 TO 3733). FURTHERMORE, THIS CLAUSE SHALL

NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED HEREIN (I.E., C.28 PRICE REDUCTIONS, C.1 (H) PATENT INDEMNIFICATION (AS MODIFIED), LIABILITY FOR INJURY OR DAMAGE (SECTION I, PARAGRAPH 3 OF THE PRICE LIST), AND GSAR 552.215-72 PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)).

30. AUDIT:

Unless otherwise agreed in an order, upon Mythics' written request, no more frequently than annually, ordering activities shall perform an internal audit to verify their licensed use of Oracle America, Inc programs. Ordering activities will furnish Mythics with a signed certification by an authorized representative of the ordering activities that Oracle America, Inc programs are being used pursuant to the provisions of the order, including an accounting of licensed quantities. If such verification is not provided within 30 days of Mythics' written request, or if Mythics provides a reasonable basis for asserting that the ordering activity's actual use does not comply with its license for programs, ordering activities agree to cooperate with Mythics to audit the use of the programs provided under any order and to provide reasonable assistance and access to information to ascertain the ordering activity's actual use. Ordering activities will be responsible for either paying any underpaid fees related to use of programs or for discontinuing noncompliant use.

31. INTELLECTUAL PROPERTY INDEMNIFICATION:

If someone makes a claim against an ordering activity, including the U.S. Government, and its officers, employees and agents, or Mythics ("Recipient" which may refer to the ordering activity or Mythics depending upon which party received the Material), that any information, design, specification, instruction software, data, or material ("Material") furnished by either the ordering activity or Mythics ("Provider" which may refer to the ordering activity or Mythics depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- Notifies the Provider promptly in writing, not later than 30 days after the recipient receives notice of the claim;
- Gives the Provider control of the defense, with input from Recipient, and any settlement negotiations; and
- Gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it. If an ordering activity is the Provider and such return materially affects Mythics' ability to meet its obligations under the relevant order (e.g., impairs Mythics' ability to perform due to a work statement, schedule or cost impact), then Mythics may, at its option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software or data not furnished by the Provider. Mythics will not indemnify an ordering activity to the extent that an infringement claim is based upon the combination of any Material with any products or services provided by third parties and not provided by Mythics.

32. FORCE MAJEURE:

Neither Mythics nor an ordering activity shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. If such event continues for more than 90 days, either Mythics or the ordering activity may cancel unperformed services upon written notice. This section does not excuse Mythics' obligation to take reasonable steps to follow its normal disaster recovery procedures or an ordering activity's obligation to pay for services provided.

33. ENTIRE AGREEMENT:

The terms and conditions in this Pricelist, but not including references herein to information contained in a URL for "informational purposes only", together with the applicable purchase, delivery or task order and/or ordering document and the relevant terms and conditions in the underlying contract, are the complete agreement for the programs and services ordered by an ordering activity, and this agreement supersedes all prior or contemporaneous agreements or representations regarding such programs and/or services. This agreement may not be modified, and the rights and restrictions may not be altered or waived, except in writing. URLs referenced for informational purposes only are not incorporated into this Pricelist and the content therein is not endorsed by GSA. Oracle America, Inc is a third party beneficiary to this agreement for Oracle software, equipment, and services provided.

SECTION II

TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY

SPECIAL ITEM NUMBER 132-8

1. MATERIAL AND WORKMANSHIP:

All equipment furnished hereunder must satisfactorily perform the function for which it is intended. Additional terms and conditions for Software Maintenance are included in Appendix II, Hardware Government Supplemental Terms and Conditions.

2. ORDER:

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT:

a. **FOB DESTINATION.** Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES:

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

The equipment is self-installable.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis- Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE:

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY:

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

i. Oracle America, Inc provides a limited warranty for the Sun Hardware, including the Sun Software media. Oracle America, Inc warrants that the Sun hardware will be free from material defects in materials and workmanship for one year from the date the Sun Hardware is shipped to the ordering activity. Oracle America, Inc warrants that the Sun Software media will be free from material defects in materials and workmanship for a period of 90 days from the date the Sun Software media is shipped to the ordering activity. ORACLE AMERICA, INC DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE SUN HARDWARE. The details of this limited hardware warranty are provided at <http://www.oracle.com/support/policies.html> ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to Sun Hardware ordered prior to such change.

ii. No warranty will apply to the Sun Hardware or to the Sun Software media which has been:

- a. modified, altered or adapted without Oracle America, Inc's written consent (including modification by removal of the Oracle America, Inc/Sun serial number tag on the Sun Hardware);
- b. maltreated or used in a manner other than in accordance with the relevant documentation;
- c. repaired by any third party in a manner which fails to meet Oracle America, Inc's quality standards;
- d. improperly installed by any party other than Oracle America, Inc or an authorized Oracle America, Inc certified installation partner;
- e. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
- f. relocated without Oracle America, Inc's written consent, to the extent that problems are attributable to such relocation;
- g. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- h. used by parties appearing on the most current U.S. export exclusion list;
- i. relocated to countries subject to U.S. trade embargo or restrictions;
- j. used remotely to facilitate any activities in the countries referenced in (i) above; or
- k. purchased from any entity other than Oracle America, Inc or an Oracle America, Inc authorized reseller.

b. Limitation of Liability.

THE ORDERING ACTIVITY'S SOLE AND EXCLUSIVE REMEDY AND ORACLE AMERICA, INC'S ENTIRE LIABILITY FOR BREACH OF THE ABOVE WARRANTY WILL BE THE REPAIR OR, AT ORACLE AMERICA, INC'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR, IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE PURCHASE PRICE. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE HEREBY EXCLUDED.

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS WARRANTY (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY OR IN TORT, INCLUDING NEGLIGENCE, AND EVEN IF THAT PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR FAILS OF ITS ESSENTIAL PURPOSE. SOME STATE AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE ORDERING ACTIVITY.

Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the Sun Hardware under applicable warranty shall transfer back to Oracle America, Inc.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT:

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR:

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT:

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

SECTION III

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT SPECIAL ITEM NUMBER 132-12

1. SERVICE AREAS:

- a. The ordering activity may access the current version of the Hardware and System Support Policies at <http://www.oracle.com/support/policies.html>.

Product Footnote Number 1 - Exadata Storage Server X2-2 (HP & HC) includes: Hardware, Hardware Warranty, and Oracle America, Inc's Enterprise Linux. It does not include hardware installation or software configuration services.

Product Footnote Number 2 - The included Hardware Warranty is a 1 year warranty with a 4 hour web/phone response during normal business hours (Mon-Fri 8am-5pm), and with a 2 Business Day on-site response/Parts Exchange.

2. MAINTENANCE ORDER:

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. LOSS OR DAMAGE:

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

4. SCOPE:

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

5. RESPONSIBILITIES OF THE ORDERING ACTIVITY:

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained.

c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

6. RESPONSIBILITIES OF THE CONTRACTOR:

a. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

7. MAINTENANCE RATE PROVISIONS:

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

See price list.

b. Regular Hours.

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. Travel and Transportation.

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor’s service area, the charge will be negotiated at the Task Order level.

In accordance with the current Joint Travel Regulations.

8. INVOICES AND PAYMENTS:

a. Maintenance Service.

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

9. HARDWARE SUPPORT

Mfr Part #	Data Retention and Premier Support
B58122	Oracle Customer Data & Device Retention Service permits you to retain disk drive(s), flash cache and/or parts that may contain sensitive, confidential, or classified data that have been removed from your hardware system. For the purposes of this service, (i) a disk drive is defined as a spinning media device that stores data accessed by the server, storage array, or tape system, (ii) flash cache is defined as any device having the ability to store information on a solid state media that is re-writable, and (iii) a part is defined as any item in a server, storage device, or network device containing non- volatile random access memory. Cost is 2% of net Hardware systems product fees.
B58121	Oracle Premier Support for Systems consists of services in support of hardware systems, operating system software and integrated software (e.g., firmware). For hardware systems, this support is limited to Oracle/Sun hardware only. For Oracle/Sun servers, this support applies to the following operating systems software: Oracle Solaris, Open Solaris, Trusted Solaris8, Oracle Linux and Oracle VM. Cost is 12% of net Hardware systems product fees.
B58123	Oracle Premier Support for Operating Systems consists of services in support of (i) operating system and virtualization software for Oracle Solaris, Open Solaris, Trusted Solaris 8, Oracle Linux, and Oracle VM and (ii) integrated software (e.g., firmware). Cost is 8% of net Hardware systems product fees.

SECTION IV

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE:

For each program for which delivery is required, acceptance shall be deemed to occur five (5) business days from the date of receipt. Orders for licenses of programs that have been delivered previously, as well as orders for technical support services, do not require delivery, and shall be deemed accepted upon the effective date of an executed order. Fees paid for programs and technical support services are non-refundable.

2. GUARANTEE/WARRANTY:

See Section I, paragraph 18.

3. TECHNICAL SERVICES:

Mythics, without additional charge to the ordering activity, shall provide a hot line technical support number 1-800-223-1711 for the purpose of providing user assistance and guidance in the implementation of the software. For TTY Service: Hearing and Speech impaired customers should dial 1-800-446-2398 for technical and non-technical questions. The technical support number is available 24 hours a day, 7 days a week.

4. SOFTWARE MAINTENANCE:

a. Software maintenance as it is defined: (select software maintenance type):

1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

2. Software Maintenance as a Service (SIN 132-34)

Oracle America, Inc's technical support offering, Software Update License and Support ("SULS"), is a combination of updates/patches and the person-to-person communications referenced above for a fee. Accordingly, SULS falls under the Software Maintenance as a Service classification and in accordance with 31 U.S.C. 3324 must be billed in arrears.

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

- a. Additional terms and conditions for Software Maintenance are included in Appendix I, Governmental Supplemental Terms and Conditions.

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE/TECHNICAL SUPPORT (132-34):

- a. Mythics shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance are not refundable and shall be in place for the period ordered.
Maintenance / Technical Support may be discontinued by the ordering activity on thirty (30) calendar days written notice to Mythics, and fees for such Technical Support shall be adjusted accordingly. However, any such discontinuation for Oracle Technical Support is subject to the requirements set forth in Appendix I, Supplemental Terms and Conditions.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance/Technical Support is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance/Technical Support is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance/Technical Support will be required if the term licenses and/or maintenance/Technical Support is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE:

- a. The ordering activity may convert existing, unexpired term licenses to either a longer term or a perpetual license for any or all software which a longer term or perpetual license is offered under this contract, at any time following acceptance of software. At the request of the ordering activity Mythics shall furnish, within thirty (30) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued, if any, while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price prevailing at the time of conversion from a term license to a perpetual license minus an amount equal to the conversion/upgrade credit applicable at the time of conversion.
- e. When upgrading term licenses to a longer term (including perpetual), ordering activities must maintain at least the same license configuration.

7. TERM LICENSE CESSATION:

Upon cessation of a term license under this Agreement, ordering activities shall discontinue use and destroy or return all copies of the programs and documentation.

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34):

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101. "Programs" includes all programs, software, databases, updates, documentation, media, and technical data licensed, developed and/or delivered to an ordering activity hereunder, all of which shall be deemed to be "commercial items" and "commercial computer software" pursuant to the FAR.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
- (1) Title to and ownership of the software and documentation shall remain with the Contractor or its licensors, unless otherwise specified.
 - (2) Software licenses are by ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has been licensed to use the software, even if the subdivision did not participate in the acquisition of the software, provided the terms of the applicable software license conditions (including the requisite Oracle quantity or metric limitations) are satisfied. Definitions for the licensing metrics and term designation, as well as the licensing rules are listed in Appendix I.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of Mythics. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the limited right to use the programs ordered by it solely for its internal business operations and subject to the terms of this contract, including for Oracle software the definitions and rules set forth in Appendix I. An ordering activity may allow its agents and contractors to use the programs for this purpose, subject to the terms of this contract. Provided the terms of the applicable software license conditions (including the requisite quantity or metric limitations) are satisfied, for purposes of disaster recovery, an ordering activity has the right to transfer programs acquired hereunder to another site if the ordering activity site for which programs are acquired is deemed to be unsafe for ordering activity personnel; to copy programs to a backup computer for use when the primary computer is inoperative; and, to copy programs for safekeeping (archives) or backup purposes.
 - (5) Program Documentation for Oracle software (in the form generally available) is either shipped with the programs, or an ordering activity may access the documentation online at <http://docs.oracle.com> (provided for informational purposes only).
 - (6) Oracle America, Inc retains all ownership and intellectual property rights to the programs and anything developed by Oracle America, Inc and delivered to an ordering activity under this contract resulting from Technical Support services provided hereunder. An ordering activity may make a sufficient number of copies of each program for its licensed use and one copy of each program media.
 - (7) Ordering activities may not:
 - Use the programs for rental, timesharing, subscription services, hosting, or outsourcing;
 - Remove or modify any program markings or any notice of Oracle America, Inc or its licensors' proprietary rights;
 - Make the programs, or materials resulting from services provided, available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services acquired);
 - Take or pass title to the programs to any other party;
 - Cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data

structures or similar materials produced by programs);

- The duplication of the programs except for a sufficient number of copies of each program for the End User's licensed use and one copy of each program media; or
 - Disclose result of any program benchmark tests without Oracle America, Inc's prior written consent.
- c. The ordering activity shall not (a) assign, give, or transfer the Programs and/or services ordered or any interest in them to another individual or entity (and if ordering activity grants a security interest in the Programs or services, the secured party shall have no right to use or transfer the Programs or any services); or (b) ordering activity shall not use the Programs for any timesharing, subscription service, or rental of the Programs; If the ordering activity decides to finance its acquisition of the Oracle programs and/or any Oracle services, the ordering activity must follow Oracle America, Inc's policies regarding financing which are available at <http://oracle.com/contracts>.
- d. Ordering activity shall fully comply with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws;
- e. Oracle America, Inc is a designated third party beneficiary of the ordering activity's license agreement for Oracle software, equipment, and services;
- f. The Uniform Computer Information transactions Act shall not apply to this Agreement;
- g. Some programs may include source code that Oracle America, Inc may provide as part of its standard shipment of such programs and such source code delivered is subject to the terms of the agreement, ordering documentation and program documentation.
- h. If Oracle America, Inc includes with the programs ordered any additional programs, such additional programs may be used by the ordering activity for trial, non-production purposes only. The ordering activity has 30 days from the delivery date to evaluate the additional programs, subject to the terms of the ordering activity license agreement. If the ordering activity decides to use any trial program after the 30-day trial period, the ordering activity must obtain a license for such programs from Mythics. If the ordering activity decides not to obtain a license for the trial program after the 30-day trial period, the ordering activity will cease using and will delete any such program from the ordering activity's system. Trial programs are provided "as is" and Mythics does not provide technical support or offer any warranties for such programs.

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33):

Provided an ordering activity has continuously maintained Technical Support services for the relevant license set, in the event an ordering activity desires to change the operating system or the computer system on which the Oracle America, Inc Software is running and requires the shipment of new binary software, the ordering activity may acquire the additional set(s) of CD Packs for the Programs for the new operating system or computer system.

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY:

Programs are available for use on many computer hardware/operating system combinations. Call the Mythics Corporation's Government Division at the phone numbers listed for any questions related to product availability.

A complete description of each Oracle America, Inc's software product and a list of equipment on which the software can be used, as well as a brief introductory explanation of the modules and documentation that are offered, are available at <http://www.oracle.com/products/> and in Oracle America, Inc's Software Investment Guide at <http://www.oracle.com/corporate/pricing/>, both of which are referenced for informational purposes only.

11. MIGRATION:

A license migration is a means of contractually modifying an ordering activity's Oracle America, Inc's licenses purchased under older license metrics to take advantage of current license metrics. Mythics shall provide migrations of software hereunder in accordance with Oracle America, Inc's migration policies in effect at the time of a migration. Ordering activities should obtain a quote from Mythics for any license migration.

12. TERM LICENSE PRICING:

Part #	Term Licensing Description
Term - 1 Year	Term licensing is available for each program listed under SIN 132-33. The GSA price for a term license is based on a percentage of the GSA perpetual license price. The one-year term license price for a particular software product is 20% of the GSA perpetual license price for that same software product.
Term - 2 Year	Term licensing is available for each program listed under SIN 132-33. The GSA price for a term license is based on a percentage of the GSA perpetual license price. The two-year term license price for a particular software product is 35% of the GSA perpetual license price for that same software product.
Term - 3 Year	Term licensing is available for each program listed under SIN 132-33. The GSA price for a term license is based on a percentage of the GSA perpetual license price. The three-year term license price for a particular software product is 50% of the GSA perpetual license price for that same software product.
Term - 4 Year	Term licensing is available for each program listed under SIN 132-33. The GSA price for a term license is based on a percentage of the GSA perpetual license price. The four-year term license price for a particular software product is 60% of the GSA perpetual license price for that same software product.
Term - 5 Year	Term licensing is available for each program listed under SIN 132-33. The GSA price for a term license is based on a percentage of the GSA perpetual license price. The five-year term license price for a particular software product is 70% of the GSA perpetual license price for that same software product.

SECTION V

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE:

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES:

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER:

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES:

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989):

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES:

a. The Inspection of Services—Fixed Price (AUG 1996) (FAR 52.246-4, Deviation – May 2003) clause in Mythics' contract applies prior to acceptance of services and deliverables provided pursuant to firm-fixed price orders placed under this contract. Upon completion of any deliverable specifically delineated for delivery under a firm fixed price engagement, Mythics shall provide a copy thereof to the ordering activity. Mythics will demonstrate to the ordering activity that the deliverable conforms to the description specified for such deliverable in the order. The ordering activity will be responsible for any additional review and testing of such deliverable in accordance with any mutually agreed test scripts as may be included in Mythics' project management plan. If the deliverable does not conform with the description for such deliverable specified in the order, the ordering activity shall have ten (10) business days after Mythics' submission of the deliverable to give Mythics written notice which shall specify the deficiencies in detail. Mythics shall use reasonable efforts to promptly cure any such deficiencies. After completing such cure, Mythics shall resubmit the deliverable for the ordering activity's review and testing as set forth above. Upon

accepting any deliverable submitted by Mythics, ordering activities shall provide Mythics with written acceptance of such deliverable. If an ordering activity fails to provide written notice of any deficiencies within ten (10) business days after Mythics' submission, as provided above, such deliverable shall be deemed accepted at the end of that period.

- b. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (FAR 52.246-6, Deviation – May 2003) clause in Mythics' contract applies to time-and-materials and labor-hour orders placed under this contract. Unless otherwise specified in an order, pursuant to paragraph (e) of this clause, time and materials and labor hours services shall be presumed accepted ten (10) business days after performance, unless accepted earlier, and any post acceptance re-performance required pursuant to paragraph (f) must be requested no later than three (3) months after performance. Any such re-performance of services shall be provided at the rates applicable to the original performance under the order.

7. RESPONSIBILITIES OF THE CONTRACTOR:

- a. The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.
 - b. Subject to security regulations, the ordering activity shall permit Mythics access to all facilities necessary to perform the requisite IT Professional Services. Ordering activities must provide office space, facilities, equipment, assistance, cooperation, accurate information, and suitable configured computer products for the performance of Mythics services.
 - c. Both Mythics and ordering activities shall designate a Project Manager responsible for working together to facilitate an efficient delivery of services. Any request for a change in services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, or any other aspect of an ordering activity's order. Pursuant to the changes clause of this contract, Mythics shall not be obligated to perform tasks related to changes in time, scope, or cost until the ordering activity and Mythics agree in writing to the proposed change in an amendment to the order.
 - d. If, while performing services, Mythics requires access to another vendor's products that are part of an ordering activity's system, the ordering activity will be responsible for acquiring all license rights necessary for Mythics to access such products on behalf of the ordering activity.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY:

- a. Subject to security regulations, the ordering activity shall permit Mythics access to all facilities necessary to perform the requisite IT Services. Ordering activities must provide office space, facilities, equipment, assistance, cooperation, accurate information, and suitable configured computer products for the performance of Mythics services.
- b. Both Mythics and ordering activities shall designate a Project Manager responsible for working together to facilitate an efficient delivery of services. Any request for a change in services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, or any other aspect of an ordering activity's order. Pursuant to the changes clause of this contract, Mythics shall not be obligated to perform tasks related to changes in time, scope, or cost until the ordering activity and Mythics agree in writing to the proposed change in an amendment to the order.
- c. If, while performing services, Mythics requires access to another vendor's products that are part of an ordering activity's system, the ordering activity will be responsible for acquiring all license rights necessary for Mythics to access such products on behalf of the ordering activity.

9. INDEPENDENT CONTRACTOR:

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST:

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES:

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS:

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

13. RESUMES:

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS:

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS:

The ordering activity may require that Mythics receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order. Notwithstanding any other provision of this contract, unless otherwise agreed between Mythics and an ordering activity, under a time and material or labor-hour order, an approved subcontractor's work hours shall be provided to the ordering activity under the labor categories in this contract at the rates in this contract or the order.

16. DESCRIPTION OF IT SERVICES AND PRICING:

Senior Principal *GSA Hourly Rate:* **\$249.12**

MinimumGeneralExperience: Significant (typically 4+ years) experience in a consulting environment with use of a Mythics consulting methodology. High level of technical competence within Oracle America, Inc and other software.

FunctionalResponsibility: Perform analysis of client requirements and translate them into application specifications. Manage application implementations. Provide consulting services to the clients regarding integrated applications. Develop high-quality deliverables on time and within budget. Possess skills in designing and developing approaches to satisfy clients' business needs.

MinimumEducation: BA/BS in Computer Science, Information Systems, Business, or related field.

Principal Engineer *GSA Hourly Rate:* **\$216.89**

MinimumGeneralExperience: Considerable (typically 4+ years) in information systems development, functional and data requirements analysis, systems analysis, and program design. Experience managing implementation of information/software engineering projects and either in systems design, programming, or DBA with knowledge/experience in CASE tools/methods, or functional experience performing business systems analysis working with Software applications products. Knowledge of Software technology. Possess leadership and/or supervisory skills.

FunctionalResponsibility: Apply enterprise-wide set of disciplines for planning, analysis, design, and development of systems for multiple installations or a major sector. Analysis of clients' processes and adaptation of products to clients' needs. Transform client needs into project design specifications. Develop and administer client-designed DB solutions. Prepare detailed design documents. Understand development according to Mythics Methodologies. Provide supervision and direction to staff on technical assignments in development or project site.

MinimumEducation: BA/BS in Computer Science, Information Systems, Business, or related field.

Senior Engineer

GSA Hourly Rate:

\$177.07

MinimumGeneralExperience: Considerable (typically 1-4 years) experience in software applications development, or functional experience performing business systems analysis working with Oracle America, Inc's applications products. Should possess specific industry experience. Solid ability to perform analysis and design. Experience managing project teams.

Functional Responsibility: Develop organization-wide information models for use in designing and building integrated, shared software and database management systems. Apply BPR to design, develop, and test the Software packaged goods application. Integrate applications. Ensure that project tasks are completed thoroughly and on time with the highest quality standards. Serve as project team leader. Convert specifications into design and convert design into deliverables on schedule. Perform quality assurance on all deliverables.

MinimumEducation: BA/BS in Computer Science, Electrical Engineering, or related field.

SECTION VI

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Mythics, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts.

To accelerate potential opportunities please contact:

Mr. Dale E. Darr

Phone: (757) 493-3010

E-mail: DEDarr@mythics.com

Fax: (757) 412-1060

SECTION VII
BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (orderingactivity) and Mythics, Inc., enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity Date

Contractor Date

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee that the volume of purchases through this agreement will be _.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);

- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

SECTION VIII

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer’s needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

APPENDIX I

GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS (v110611)

ORACLE AMERICA, INC. ("ORACLE") IS A FIRST TIER SUBCONTRACTOR UNDER THIS CONTRACT. THESE SUPPLEMENTAL TERMS AND CONDITIONS APPLY TO ORACLE PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACTOR UNDER THE CONTRACTOR'S GSA SCHEDULE CONTRACT (THE "CONTRACT"). THESE SUPPLEMENTAL TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER OR ORDERING DOCUMENTATION.

A. Definitions

"You" and "your" refers to the ordering activity that has ordered programs, and/or services from an authorized distributor ("Contractor") under this contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support.

The term "services" refers to technical support services which you have ordered.

B. Rights Granted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of this contract, including these Government Oracle Supplemental Terms and Conditions, the Oracle License Definitions and Rules, and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with this contract in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

C. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under this contract resulting from services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of this contract.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license, or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software; or

- disclose results of any program benchmark tests.

D. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE DISTRIBUTED TO YOU; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THOSE SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE TO YOU.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

E. Technical Support

Technical support consists of annual technical support services you may have ordered for the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services.

You may access the current version of the technical support policies at

<http://www.oracle.com/us/support/policies/index.html>. Java SE Support (or any successor technical support offering to Java SE Support) acquired with your order may be renewed annually. The order with Contractor will specify your Java SE Support fee for the first renewal year should you renew Java SE Support as contained in the original order, the fee for Java SE Support for the second renewal year will not increase by more than 4% over the prior year's fees. Java SE Support is effective upon the effective date of the order. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period. Technical support services charges for SULS (or any successor technical support offering to SULS) are classified as Software Maintenance as a Service and must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Notwithstanding anything in Oracle's technical support policies to the contrary, you may discontinue technical support at the end of any current technical support term and, at any time thereafter, reinstate technical support by

executing an order for such services with Contractor. If you decide to reinstate technical support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had technical support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the technical support fee for the new support period. This technical support fee for the new support period is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

F. Intellectual Property Indemnification

If someone makes a claim against you, including the U.S. Government, and its officers, employees and agents, or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- Notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- Gives the Provider control of the defense, with input from Recipient, and any settlement negotiations, provided that for the U.S. Government the control of the defense and settlement is subject to 28 U.S.C 516; and
- Gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. Oracle's right to end the license or request termination of the order in accordance with this paragraph shall not apply if the U.S. Government authorizes or consents to use of the Material, and in such cases, Oracle shall have no obligation to indemnify or other liability whatsoever, to the Government or to third parties for infringement, and the exclusive cause of action and remedy for infringement shall be in accordance with 28 U.S.C. 1498, as set forth in 48 C.F.R. 27.201-1(a). The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand, or notice); (2) your actions prior to the effective date of this agreement.

With respect to the U.S. Government, the foregoing indemnification shall not apply to the United States indemnifying Oracle or any other party; however, Oracle reserves the right to seek indemnification from the U.S. Government in accordance with the preceding paragraphs should Federal statute permit such indemnification.

G. Other

1. You may not assign orders or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of programs and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.
2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, 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 the order, per the terms of the contract, including these Oracle Supplemental Terms and Conditions.
3. The extent to which an Oracle program is, at the time of delivery, capable of providing comparable access to individuals with disabilities is indicated by the comments and exceptions (if any) specified on the applicable Voluntary Product Accessibility Template (VPAT) available at www.oracle.com/us/corporate/accessibility, provided that such Oracle program is used in accordance with the applicable Oracle program documentation and that any assistive technologies and any other products used with the Oracle product properly interoperate with the Oracle product. The VPAT indicates the degree of conformance with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as "Section 508"). In the event that Section 508 is revised over the life of the contract Agreement, the VPAT will indicate the applicable version. The VPAT also lists the degree of conformance with the Web Content Accessibility Guidelines (WCAG) if applicable (said standards only apply to "web pages"). In the event that no VPAT is available for a particular product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. Oracle makes no representations regarding the accessibility status of any product identified as "third party."
4. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export laws govern your use of the programs (including technical data), and any services deliverables provided under the contract, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.
5. The Uniform Computer Information Transactions Act does not apply to these Oracle Supplemental Terms and Conditions nor any order placed pursuant to them.
6. You understand that Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.
7. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.
8. Unless otherwise agreed in an order, upon 45 days written notice and no more than once annually, Contractor may audit your use of the programs. You agree to cooperate with Contractor's audit, provide reasonable

assistance and access to information and permit Contractor to report the audit results to Oracle. Any such audit shall not unreasonably interfere with your normal business operations. Contractor shall comply with reasonable security and safety rules, policies, and procedures (“security rules”) while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Contractor prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for either paying any underpaid fees related to use of the programs and Oracle or the Contractor, as the case may be, shall submit a contract modification to document the amount of such fees, or for discontinuing noncompliant use. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

9. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.
10. Source code may be provided as part of the standard delivery for particular programs; all such source code is subject to the terms of the contract, including these Oracle Government Supplemental Terms and Conditions, the applicable order and the applicable program documentation.
11. Oracle’s Applications Licensing Table in effect as of the effective date of this Contract is attached hereto as Exhibit B. You may access the current version of the Applications Licensing Table at <http://oracle.com/contracts>.
12. Oracle’s License Definitions and Rules are incorporated herein and attached hereto as Exhibit A.

If any document incorporated by reference into these Government Supplemental Terms and Conditions, including the License Definitions and Rules and Terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; (b) allowing for the automatic renewal of services and/or fees; and/or (c) requiring the governing law to be anything other than Federal law, then, such terms shall not apply. If any document incorporated by reference into these Government Supplemental Terms and Conditions, including the License Definitions and Rules and terms included and/or referenced therein, contains an indemnification provision, such provision shall not **apply as to the United States indemnifying Oracle or any other party**; however, Oracle reserves the right to seek indemnification from the U.S. Government in accordance with the **terms of section f above** should Federal statute permit such indemnification.



Exhibit A

ORACLE LICENSE DEFINITIONS AND RULES (v110711r2)

ORACLE AMERICA, INC. ("ORACLE") IS A FIRST TIER SUBCONTRACTOR UNDER THIS CONTRACT. THESE ORACLE LICENSE DEFINITIONS AND RULES APPLY TO ORACLE PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACTOR UNDER THE CONTRACT. THESE LICENSE DEFINITIONS AND RULES ARE INCLUDED AS PART OF THE ORACLE GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS.

For these Oracle License Definitions and Rules, “you/your” shall have the same meaning as “ordering activity”. The term “ordering activity” refers to a third party that is eligible (as identified in Appendices A, B and C of GSA ADM 4800.2G and any subsequent revision) to place orders off this GSA Schedule contract. In addition, if you have opted into GSA’s Cooperative Purchasing Program, the term “ordering activity” includes state and local government entities authorized through Cooperative Purchasing (GSAM Subpart 538.70) to place orders off this GSA Schedule Contract.

Definitions and License Metrics

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle programs.

\$M Annual Transaction Volume: is defined as one million U.S. dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by you and others during the applicable year of the Oracle Exchange Marketplace 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.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (<https://support.oracle.com>). For new or unsupported customers, please contact your Oracle Account Manager for this information.

\$M in Application Annual Revenue: is defined as one million U.S. Dollars excluding taxes processed through the licensed program. For Oracle Self-Service E-Billing products, the Annual Revenue is equivalent to the total invoiced amount for all company accounts that have at least one enrolled user per billing period.

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 dates for your entire employee population. Application 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 Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing and JD Edwards Supplier Self Service 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, regardless of whether the individual is actively using the programs at any given time.

Brand: is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.

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 12month period. You may not exceed the licensed number of CRF Pages during any 12-month period unless you acquire additional CRF Page licenses from Oracle.

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.

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. For the purposes of Computer licenses for the Oracle Health Science Integration Engine program, a communication point is an interface to an input system (e.g., a clinical laboratory system in a hospital or healthcare setting) or to an output system (e.g., a healthcare data repository).

Concurrent User: is defined as each individual that may concurrently use or access the programs. Concurrent Users shall be only customers or prospective customers of yours, and shall not be business partners, or employees of yours.

Connected Instance: is defined as the configuration between Oracle Policy Automation Connector for Oracle CRM On Demand and the Oracle CRM On Demand instance's web service endpoint. For each Oracle CRM On Demand instance so configured, an additional Connected Instance is required.

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

\$M Cost of Goods Sold: is defined as one million U.S. dollars in 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.

CPU: is defined as a chip that contains a collection of one or more cores on which the program is running. Regardless of the number of cores, each chip counts as 1 CPU. For the purposes of the following program: Oracle Utilities Customer Care and Billing Application Workbench, you may copy, install and use such program running on a CPU solely for development purposes.

Customer: is defined as the customer entity specified on your order. 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 computers on which such programs may be copied, installed and used.

Customer Account: is defined as each unique Customer Account, designated by a unique account number, for which the billing information is managed or displayed using the program, regardless of the number of individual account holders associated with such accounts.

Oracle Customer Data & Device Retention Service: a description of such service is found in the Technical Support section (Oracle Hardware and Systems Support Policies) at www.oracle.com/contracts and is incorporated by reference.

Customer Record: is defined as each unique Customer Record (including contact records, prospect records and records in external data sources) that you may access using the program.

Developer User/ Developer/ Developer Seat: 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. With respect to Developer Users only, such users may create, modify, view and interact with the programs and documentation.

Disk Drive: is defined as a spinning media device that stores data accessed by the Oracle Exadata Storage Server Software program.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle program from any source (not manually entered by licensed users) 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.

Employee: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. 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, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs.

Employee for HCM: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. The quantity of the licenses required is determined by the number of Employees for HCM and not the actual number of users. In addition, if you elect to outsource

any business function(s) to another company, the following must be counted for purposes of determining the number of Employees for HCM: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs. Employees for HCM may only use the licensed programs with Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name.

Employee 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 or not the individual is actively using the programs at any given time.

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

Exadata and Exalogic Elastic Cloud Installation Services, Start-Up Packs and Configuration/Upgrade Services: a description of such Exadata and/or Exalogic Elastic Cloud service(s) is found in the Advanced Customer Services section at www.oracle.com/contracts and is incorporated by reference.

Faculty User: is defined as an active teaching member of the faculty for an accredited academic institution; such user may only use the programs for academic and non-commercial use.

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.

\$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).

Full Time Equivalent (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.

Guest Room: is defined as the number of guest rooms managed by the program.

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.

1K Invoice Line: is defined as one thousand 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 Oracle.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You 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.

\$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.

Member Record: is defined as each unique customer loyalty program Member Record managed by the program. 100K Member Records shall mean one hundred thousand Member Records.

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

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

MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription and MySQL Standard Edition Annual Subscription: are defined as the right to use the specified program(s) in accordance with the applicable license metric and to receive Oracle Software Update License & Support for the specified program(s) and for MySQL Community Edition for the term specified on the order. MySQL Community Edition refers to MySQL that is licensed under the GPL license. Software Update License & Support for MySQL Community Edition does not include updates of any kind. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in your ordering document. If your order was placed through the Oracle Store, then the effective date is the date your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. You must obtain a subscription license for all servers where MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition are deployed and for all servers where MySQL Community Edition is deployed, If you obtain Oracle Software Update License & Support services for any servers where MySQL Community Edition is deployed, then you must also purchase a subscription license for all of such servers for which you have obtained Oracle Software Update License & Support services. You may obtain Oracle Software Update License & Support services for the MySQL Community Edition subscription licenses at any level (e.g., at the MySQL Cluster Carrier Grade Edition level, at the MySQL Enterprise Edition level and/or at the MySQL Standard Edition level). At the end of the specified term, you may renew your subscription, if available, at the then current fees for the applicable subscription. If you choose not to renew your subscription, your right to use the program(s) will terminate and you must de-install all applications, tools, and binaries provided to you under the applicable non-Community Edition license (e.g., the license for MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition). If you do not renew a subscription, you will not receive any updates (including patches or subsequent versions) and you may also be subject to reinstatement fees if you later choose to reactivate your subscription.

Named User Plus / Named User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non-human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Data Masking Pack for Non-Oracle Databases and Test Data Management Pack for Non-Oracle Databases, only the users of the program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

With respect to the following programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database and Applications Load Testing Accelerators, 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.

For the purposes of the following programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Real User Experience Insight and Application Replay Pack, all users of the respective managed application program must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate only (a) the users of the Oracle database from which you capture data and (b) the users of the Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Non Oracle Database only (a) the users of the Non Oracle database from which you capture data and (b) the users of the Non Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Mainframe, only (a) the users of the database from which you capture data and (b) the users of the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Teradata Replication Services, only (a) the users of the database from which you capture data and (b) the users of the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

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 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.

Oracle Financing Contract: is a contract between you and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under your order.

Oracle Standard Installation Services: a description of such hardware installation service(s) is found in the Advanced Customer Services section at www.oracle.com/contracts and is incorporated by reference.

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

Order Management 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. Order Management Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

Orders: is defined as the total number of distinct orders for all programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing, during a 12-month period. You may not exceed the licensed number of orders during any 12-month period.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, 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.

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, (with the exception of Java SE Support, Java SE Advanced, and Java SE Suite), 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 Non-Oracle Databases, System Monitoring Plug-in for Non-Oracle Middleware, Management Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Grid Engine, Data Masking Pack for Non-Oracle Databases and Test Data Management

Pack for Non-Oracle Databases, only the processors on which the 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 Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel and Application Management Suite for JD Edwards EnterpriseOne, all processors on which the middleware and/or database software that support the respective managed application program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Replay Pack and Real User Experience Insight, all processors on which the middleware software that supports the respective managed application program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Informatica PowerCenter and PowerConnect Adapters, 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 programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, 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.

For the purposes of the following programs: Oracle GoldenGate, and Oracle GoldenGate for Mainframe, only (a) the processors running the database from which you capture data and (b) the processors running the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Teradata Replication Services, only (a) the processors running the database from which you capture data and (b) the processors running the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle ATG Web Commerce Search, only the processors on which queries are processed must be counted. You do not need to count processors on which the program is running for indexing content in configured content sources as long as the foregoing is the only use of the program on all the processors installed in a given server.

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

1,000,000 Queries Per Day: is defined as one million queries to the MDEX engine, including but not limited to: text searches; changes to facet (refinement); page up/down through results (any text box query, change in facet selection, change in results viewed), from midnight to the next midnight (e.g., a day).

500,000 Requests Per Day: is defined as five hundred thousand requests from midnight to the next midnight (e.g., a day).

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

\$M Revenue Under Management: is defined as one million U.S. dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year for the product lines for which the programs are used.

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 stored in the Case Hub program. 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 the purposes of the Site Hub program a record is defined as the total number of unique site database records stored in the GSA VAR_License Definitions & Rules_v110711r2

RRS_SITES_B table of the Site Hub program. A site database record is a unique site (e.g., an asset, a building, part of a building (such as a store or a franchise within a store, an ATM, etc.)) stored in the Site Hub program.

For the programs listed above, 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 purposes of 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.

For the purposes of the Supplier Lifecycle Management and Supplier Hub programs, a record is defined as a unique business entity or company record stored as Supplier in the AP_SUPPLIERS table of the Supplier Lifecycle Management and Supplier Hub programs.

For the purposes of the Life Sciences Customer Hub program, a record is defined as the number of unique customer database records stored in such program. A customer database record is a unique physician (i.e., physical person) record which is stored as a contact for the Oracle Life Sciences Customer Hub program.

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.

Registered 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. Registered Users shall be business partners and/or customers and shall not be your employees.

Retail Register: is defined as any device designed to record any part of a sales transaction.

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.

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

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 Oracle.

Socket: is defined as a slot that houses a chip (or a multi-chip module), which contains a collection of one or more cores. Regardless of the number of cores, each chip (or multi-chip module) shall count as a single socket. All occupied sockets on which the Oracle program is installed and/or running must be licensed.

Oracle Solaris Premier Subscription for Non-Oracle Hardware per socket: is defined as the right to use the Oracle Solaris programs (as defined below) on hardware not manufactured by or for Sun/Oracle, and to receive Oracle Premier Support for Operating Systems services (limited to the Oracle Solaris programs), for the term specified in the ordering document. "Oracle Solaris programs" refers to the Oracle Solaris operating system and the separately licensed third party technology (as defined below). The Oracle Solaris programs may contain third party technology. Oracle may provide certain notices to you in program documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to you either under the terms of the agreement, or if specified in the program documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party

technology under the separate terms are not restricted in any way by the agreement.

The Oracle Solaris programs may include or be distributed with certain separately licensed components that are part of Java SE ("Java SE"). Java SE and all components associated with it are licensed to you under the terms of the Oracle Binary Code License Agreement for the Java SE Platform Products, and not under the agreement. A copy of the Oracle Binary Code License Agreement for the Java SE Platform Products can be found at www.oracle.com/contracts

This subscription is available only for a server that is certified by Oracle and listed on the Hardware Compatibility List (HCL) at <http://www.sun.com/bigadmin/hcl>. You must obtain a subscription license for each socket in the server. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in your ordering document. If your order was placed through the Oracle Store, then the effective date is the date your order was accepted by Oracle. Oracle Premier Support for Operating System services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of the specified term, you may renew your subscription, if available, at the then current fees for this subscription.

If your order specifies "1 – 4 socket server" then you may only use the subscription on a server with not more than 4 sockets. If your order specifies "5+ socket server" then you may use the subscription for servers with any number of sockets.

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.

Sun Ray Device: is defined as the Sun Ray computer on which the program is running.

Tape Drive: is 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 or Recovery Manager (RMAN) channel as equivalent to a tape drive.

Technical Reference Manuals: Technical Reference Manuals ("TRMs") are Oracle's confidential information. You shall use the TRMs solely for your internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware systems to the applications programs and (c) building extensions to applications programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You : (a) agree to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as you exercise to safeguard the confidentiality of your own most important confidential information or a reasonable degree of care, whichever is greater; (b) agree to maintain agreements with your agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle; acknowledge your employees are obligated to protect and use the TRMs in accordance with this paragraph; and agree to instruct your employees and agents of these requirements for the TRMs; (c) agree to restrict disclosure of the TRMs to those of your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) agree to maintain the TRMs at all times on your premises; and (e) agree not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to you "as-is" without any warranty of any kind. Upon termination, you shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Telephone Number: is defined as each unique telephone number for which the billing information is managed or displayed using the program, regardless of the number of individual account holders associated with such telephone numbers.

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

\$B in Total Assets: is defined as one billion US dollars of your latest published or internally available "Total Asset Value" as disclosed in your annual report and/or regulatory filings.

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

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.

1K Transactions: is defined as one thousand unique transactions processed through the program during a 12-month period. You may not exceed the licensed number of transactions during a 12-month period unless you acquire additional transaction licenses from Oracle. For Oracle Contact Center Anywhere, a unique transaction is defined as one of the following: inbound phone call, outbound phone call (direct dialed, preview dialed, predictive dialed, web call back), workgroup fax, workgroup email/voice mail, and chat session (inbound sessions / web collaboration with agents). For JD Edwards World Purchase Card Management, a unique transaction is defined as a single charge processed by the program.

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

Wireless handset: is defined as a mobile communications device such as a mobile telephone, PDA, or paging device, that has as primary functions wireless voice communications and data services provided through a service provider.

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

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.

1, 2, 3, 4, 5 Year Terms: A program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the program license shall terminate.

1 Year Hosting Term: A program license specifying a 1 Year Hosting 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 the program license shall terminate. A program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

1 Year Oracle Hosted Term: A program license specifying a 1 Year Oracle Hosted 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 the program license shall terminate. A program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

1 Year Subscription: A program license specifying a 1 Year Subscription 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 the program license shall terminate.

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

Failover: Subject to the conditions that follow below, your license for the programs listed on the U.S. Oracle Technology Price List, which may be accessed at <http://www.oracle.com/corporate/pricing/pricelists.html>, includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle program binary files are copied or synchronized.

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

- Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Oracle Database Standard Edition, when used with Oracle Real Application Clusters, may only be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.
- Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but you must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.
- With respect to the Java SE Advanced and Java SE Suite programs, you may not create, modify, or change the behavior of, or authorize your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at <http://oracle.com/contracts>. Additional copyright notices and license terms applicable to portions of the programs are set forth at <http://oracle.com/contracts>.
- Programs that contain "for Oracle Applications" in the program name are limited use programs. These limited use programs may only be used with "eligible" Oracle application programs that contain the following prefixes in the program name: Oracle Fusion, Oracle Communications*, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance and Oracle Primavera.. For those prefixes designated above with a "*" not all programs with that prefix are eligible for use with the "for Oracle Applications" limited use programs. For a list of excluded programs please review the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>. Notwithstanding anything above, Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the

program name and provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition and Oracle Customer Data Management Analytics, Fusion Edition programs. Any use of limited use programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

- Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.
- Oracle Business Intelligence Foundation for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Foundation Suite); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting, and analysis against extensions to the data warehouse drawn from source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Foundation Suite); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.
- Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasources or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.
- Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.
- Oracle SOA Suite for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other Oracle Applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.
- Oracle WebCenter Portal for Oracle Applications may be used only to surface eligible Oracle Application(s) and custom applications (collectively, "eligible applications"). Surfacing any third-party applications, including other applications from Oracle, requires a license for Oracle WebCenter Portal. Multiple eligible applications may be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications may be used to integrate the various WebCenter services (e.g., wikis, blogs, and discussions) into an application context, as well as to build out custom workflows and notifications between the eligible application and WebCenter Portal components. The content management features of the Oracle WebCenter Portal for Oracle Applications program may be used to store and manage documents created outside of the eligible application provided that such documents are related to the eligible application or to the application context.
- Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, to modify prepackaged imaging application document types, and to create and modify input mappings to imaging applications. Oracle WebCenter Imaging for Oracle Applications may also be used to invoke web service application programming interfaces (API's) from Oracle Application workflows. A license for WebCenter Imaging for Oracle Applications is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, to develop custom workflows, and to invoke APIs from custom workflows or custom application integrations.
- Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. The programs may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage or virtualization to data storage of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications
- Oracle Coherence Enterprise Edition for Oracle Applications may only be used within the same Java Virtual Machine as the eligible Oracle Application components.

- Hyperion Data Integration Management, Hyperion Data Integration Management Team Based Development, and the Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel are licensed by Computer. Each Computer license is limited to support the use of up to 8 CPUs and each Computer license must be licensed in increments of 8 CPUs. Each core is recognized as a CPU. For computers that have more than 8 CPUs, additional Computer licenses must be purchased based upon the amount of CPUs that you are using. For example, if you are using Hyperion Data Integration Management on 12 CPUs, you need to purchase 2 Computer licenses; if you are using Hyperion Data Integration Management on 17 CPUs, you need to purchase 3 Computer licenses. These programs may be used solely in connection with moving data into and out of a Hyperion Data Store(s) (data/metadata repository(ies) delivered with the Hyperion programs.) These programs may not be used to extract data from a non-Hyperion Data Store(s) to load a custom data warehouse (a data warehouse not built solely from data from a Hyperion Data Store(s)). The Hyperion Data Integration Management Computer license allows for such program to 1) connect to the following relational databases only: Oracle, Sybase, IBM DB2, MS SQL Server and 2) source from and write to an unlimited number of flat file/XML files. Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel must be licensed separately to allow Hyperion Data Integration Management to connect to these additional sources.
- The number of Hyperion program option licenses must match the number of licenses of the associated Hyperion program.
- The license for the Hyperion Planning Plus program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs may only be used to access data from the Hyperion Planning Plus program. The Oracle Data Integrator – Target Database program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.
- The license for the Hyperion Profitability and Cost Management program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs may only be used to access data from the Hyperion Profitability and Cost Management program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.
- The license for the Hyperion Data Relationship Management program includes a limited use license for both the WebLogic Server Standard Edition and BPEL Process Manager programs. Such limited use license means that the WebLogic Server Standard Edition and BPEL Process Manager programs may only be used to enable workflow functions in order to process requests within the Hyperion Data Relationship Management program.
- You may run only one data repository of the Oracle Real User Experience Insight per server regardless of the number of processors that are licensed for a server.

If you purchase Named User Plus licenses for the programs listed below, you must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Times Ten In-Memory Database	25 Named Users Plus per Processor
Cloud File System	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
Data Integrator Enterprise Edition	25 Named Users Plus per Processor
GoldenGate	25 Named Users Plus per Processor
GoldenGate for Non Oracle Database	25 Named Users Plus per Processor
GoldenGate Veridata	25 Named Users Plus per Processor
GoldenGate for Teradata Replication Services	25 Named Users Plus per Processor
Java SE Advanced	10 Named Users Plus per Processor
Java SE Suite	10 Named Users Plus per Processor
WebLogic Server Standard Edition	10 Named Users Plus per Processor
WebLogic Server Enterprise Edition	10 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor
Web Tier	10 Named Users Plus per Processor
Coherence Standard Edition	10 Named Users Plus per Processor

Coherence Enterprise Edition	10 Named Users Plus per Processor
Coherence Grid Edition	10 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
GlassFish Server	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
Enterprise Gateway	10 Named Users Plus per Processor
BPEL Process Manager	10 Named Users Plus per Processor
WebLogic Integration	10 Named Users Plus per Processor
Service Registry	10 Named Users Plus per Processor
Enterprise Repository	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Tuxedo	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Unified Business Process Management Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Event-Driven Architecture Suite	10 Named Users Plus per Processor
Business Intelligence Standard Edition	10 Named Users Plus per Processor
B2B for RosettaNet	10 Named Users Plus per Processor
B2B for EDI	10 Named Users Plus per Processor
Healthcare Adapter	10 Named Users Plus per Processor
B2B for ebXML	10 Named Users Plus per Processor
WebCenter Suite	10 Named Users Plus per Processor
WebCenter Services	10 Named Users Plus per Processor
Universal Content Management Standard Edition	10 Named Users Plus per Processor
Universal Content Management	10 Named Users Plus per Processor
Imaging and Process Management	10 Named Users Plus per Processor
Content Conversion Server	10 Named Users Plus per Processor
Distributed Document Capture	10 Named Users Plus per Processor
Directory Services Plus	10 Named Users Plus per Processor
WebCenter Real-Time Collaboration	10 Named Users Plus per Processor
WebCenter Intelligent Collaboration	10 Named Users Plus per Processor
On Track Communication Standard Edition	10 Named Users Plus per Processor
On Track Communication Enterprise Edition	10 Named Users Plus per Processor
Enterprise Gateway for Access Management	10 Named Users Plus per Processor
Beehive Enterprise Messaging Server	10 Named Users Plus per Processor
Beehive Enterprise Collaboration Server	10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the program is installed on a one-processor machine that allows for a maximum of one user per program.

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database
Business Intelligence Standard Edition One	50 Named Users Plus

If licensing by Named User Plus, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the times the respective programs were licensed. If licensing by Processor, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the programs are licensed at different times, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed; in that case the number of cores used to determine the number of licensed processors for the programs listed below in column A must match the number of cores used to determine the number of licensed processors of the associated program listed in Column B. Associated programs are those programs being used in conjunction with the program in Column A.

Column A	Column B
Database Enterprise Edition Options*- Real Application Clusters, Real Application Clusters One Node, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Database Vault, Active Data Guard, Real Application Testing, Advanced Compression, Total Recall, Retail Data Model, Communications Data Model Database Enterprise Management*- Diagnostics Pack, Tuning Pack, Database Lifecycle Management Pack, Cloud Management Pack for Oracle Database	Oracle Database Enterprise Edition, Audit Vault Server
RDB Server Options*- TRACE	Rdb Enterprise Edition, CODASYL DBMS
WebLogic Suite Options**- BPEL Process Manager Option, Service Bus, SOA Suite for Oracle Middleware, Business Process Management Suite	WebLogic Suite
Application Server Enterprise Management**- WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition, Cloud Management Pack for Oracle Fusion Middleware	Associated application server program being managed by the program in Column A.
Management Pack for Oracle Coherence**	Coherence Enterprise Edition, Coherence Grid Edition
Management Pack for Oracle GoldenGate*	GoldenGate, GoldenGate for Non Oracle Database, GoldenGate for Mainframe
Business Intelligence Server Enterprise Edition Options- Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing	Business Intelligence Server Enterprise Edition
Business Intelligence Suite Enterprise Edition Plus Option- Business Intelligence Management Pack	Business Intelligence Suite Enterprise Edition Plus
Beehive Platform Options- Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration, Beehive Voicemail	Beehive Platform
Hyperion Financial Data Quality Management Options- Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP	Hyperion Financial Data Quality Management
Hyperion Financial Data Quality Management for Hyperion Enterprise Option- Hyperion Financial Data Quality Management Adapter Suite	Hyperion Financial Data Quality Management for Hyperion Enterprise
Hyperion Financial Data Quality Management for Hyperion Enterprise Option- Hyperion Financial Data Quality Management Adapter Suite	Hyperion Financial Data Quality Management for Hyperion Enterprise
Hyperion Data Integration Management Options- Hyperion Data Integration Management Source Adapter, Hyperion Data Integration Management Team Based Development	Hyperion Data Integration Management

Hyperion Data Integration Management Options- Hyperion Data Integration Management Source Adapter, Hyperion Data Integration Management Team Based Development	Hyperion Data Integration Management
--	--------------------------------------

*If licensing by Named User Plus you must maintain, at a minimum, 25 Named Users Plus per Processor per associated program.

** If licensing by Named User Plus you must maintain, at a minimum, 10 Named Users Plus per Processor per associated program.

Licensing Rules for ATG Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.
- The Oracle ATG Web Commerce Business Intelligence program and the Oracle ATG Web Commerce Business Intelligence Administrator program may only be used in conjunction with either the Oracle ATG Web Commerce program and/or the Oracle ATG Web Knowledge Manager program. You may, however, expand your data model to include other information provided the additional information supplements information is already included in the Oracle ATG Web Commerce program or in the Oracle ATG Knowledge Manager program.
- The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2) processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.

Licensing Rules for JD Edwards Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.
- The JD Edwards EnterpriseOne programs include Adobe PDF Library. The programs also include GNU libgmp library; copyright 1991 Free Software Foundation, Inc. This library is free software that can be modified and redistributed under the terms of the GNU Library General Public License contained in the programs. The programs may also contain other third party products.
- 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.
- The Foundation program contains the development foundation environment/toolkit. You understand and acknowledge that any software program developed with the functionality of the development foundation environment/toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE
- The Oracle Technology Foundation for JD Edwards EnterpriseOne and the Oracle Technology Foundation for JD Edwards EnterpriseOne Upgrade programs each include a limited use license for Oracle Database Standard Edition. The database may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. The database may be installed on an unlimited number of processors. If you require features and functions beyond those included with the Oracle Database Standard Edition, or if you require use of Oracle Database beyond your JD Edwards EnterpriseOne implementation, you may purchase a non-limited use license by contracting directly with Oracle or one of its authorized distributors.

The license for each of these programs also includes a limited use license for the following components of Oracle Fusion Middleware: Oracle Application Server Standard Edition or Oracle WebLogic Server Standard Edition (either of these products may be used, but both products cannot be used for the same function); Oracle JRockit JVM; Oracle Application Server Portal; Oracle WebCenter Services; Oracle BPEL Process Manager; Oracle Business Activity Monitoring; Oracle Application Server Single Sign-On; Oracle Access Manager Basic; Oracle Application Server Web Cache; and Oracle Business Intelligence Publisher. These components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. These components may be installed on an unlimited number of processors. If you require use of these components beyond your JD

Edwards EnterpriseOne implementation you may purchase a non-limited use license for any of the Oracle components by contracting directly with Oracle or one of its authorized distributors.

For the purpose of using Oracle Business Intelligence Publisher, Oracle will include a limited use license of Business Intelligence Publisher for use with JD Edwards EnterpriseOne programs. Any use of Business Intelligence Publisher outside of a JD Edwards EnterpriseOne program, such as with a your own "custom" applications as well as with other Oracle applications (including but not limited to Siebel Applications, PeopleSoft Applications, and/or Oracle Applications) will require a full use license of Business Intelligence Publisher. Business Intelligence Publisher may be installed on an unlimited number of processors.

The development tools included with these programs may be used solely with the licensed JD Edwards EnterpriseOne programs and may not be used to create new applications. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE JD EDWARDS ENTERPRISE ONE PROGRAM WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

- The Technology Foundation and Technology Foundation Upgrade programs each include the following "IBM Components": IBM DB2 Universal Database, IBM WebSphere Application Server and IBM WebSphere Portal (as contained in Collaborative Portal). IBM Components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. You may obtain a general license for any of the IBM Components by contracting directly with IBM or one of its authorized distributors. The development tools included in this program may be used solely with the licensed JD Edwards EnterpriseOne programs and may not be used to create new applications. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

Licensing Rules for Oracle E-Business Suite Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.
- The option Activity Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Field Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Marketing Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Sales Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.

Licensing Rules for PeopleSoft Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.
- 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.
- The programs listed below include a license to use Business Analysis Modeler – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft programs you have licensed. Oracle will deliver this program to you per the delivery terms in your order.
Integrated FieldService, Marketing, Mobile Sales, Online Marketing, Order Capture, Order Capture Self Service, Sales, Support for Customer Self Service.
- Your use of the Campus Self Service program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at <http://oracle.com/contracts>.
- PeopleTools - Enterprise Development shall be used solely to develop applications for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Verity search engine provided as part of this program for the purpose of developing applications.
- Each PeopleTools - Enterprise Development Starter Kit program shall be used solely by 5 application users to develop applications containing no more than a total of 20 components (as defined in the program documentation) for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Verity search engine provided as part of this program for the purpose of developing applications.
- You may use PeopleTools – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft Enterprise programs you have licensed. Oracle will deliver this program to you per the delivery terms in your order.
- The Process Modeler Client program may only be used with PeopleSoft Enterprise or JD Edwards EnterpriseOne programs you have licensed from Oracle. You shall not use this program with any other software.
- The license for the Student Administration program includes a limited use license for the Human Resources, Benefits Administration and the Payroll for North America programs. Such limited use license means that the Human Resources, Benefits Administration and the Payroll for North America Software modules shall only be used in order to access the features and functions of the Student Administration program. Your use of the Student Administration program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at <http://oracle.com/contracts>.

Licensing Rules for Primavera Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.
- For the purposes of the following Primavera programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, you acknowledge that you have both read and understand the limited Software Update License & Support services that are available for these programs, as described in Oracle's Technical Support Policies.
- For purposes of the Primavera SureTrak and Primavera P3 Project Planner programs, you acknowledge that the agreement delivered to you with these programs (i.e., the Oracle License and Services Agreement), and not the end user license agreement contained in the product installation, governs the end user's use of these programs.
- For the purposes of the Primavera Web Services program, developers and end users who are not already licensed for Primavera P6 Enterprise Project Portfolio Management and who need access to applications created using P6 Web Services and/or P6 Java APIs, must be licensed for the Primavera Web Services program.

Licensing Rules for Siebel Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.
- For the Siebel Branch Teller Services program, Siebel Internet Banking Services program, Siebel Retail Finance Foundation Services program and the Siebel Financial Transactions Workbench program, you may use third party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the program documentation, all in accordance with the program documentation, and provided that such materials or modified materials shall be used solely with your licensed use of such programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely exploit the programs, ancillary programs, program documentation, or any other materials provided by Oracle, or to permit third parties to do so.
- The Siebel Details Program includes a license for 20 Concurrent Users that authorizes you to use the program on only one Computer for a maximum of 20 Concurrent Users at any given time.

- The Siebel Marketing Server program is licensed on a Computer basis together with the number of unique Customer Records that you may access using the program.
- The Siebel Pharma Marketing Server is licensed on the basis of the number of unique Customer Records that you may access using the program together with the number of Brands that you may manage using the program.
- The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users.
- The users or processors of the Siebel Web Channel program may access a maximum of 15 Objects. An "Object" is defined as each data entity within the Business Object Layer of the programs that is defined in the Siebel Tools program.
- The Siebel Data Quality License may only be used with Oracle Master Data Management or Oracle CRM deployments.

Licensing Rules for Programs Licensed per UPK Module

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

Licensing Rules for MySQL Programs

- The MySQL programs may contain third party technology. Oracle may provide certain notices to you in program documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to you either under the terms of the agreement, or if specified in the program documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement.

EXHIBIT B

APPLICATIONS LICENSING TABLE DATED FEBRUARY 14, 2012

Applications Licensing Table

The Applications Licensing Table provides an overview of Oracle's licensing rules and restrictions for use of specific Oracle Applications with specific Oracle Technology. This document is broken into the following sections:

- **Oracle Technology Prerequisite Rules for Oracle E-Business Suite Applications**
- **Oracle Application Specific Technology Products**
- **Oracle Application Integration Architecture**
- **Oracle Business Intelligence Publisher**
- **Oracle Demantra**
- **Oracle Governance, Risk, and Compliance**
- **Oracle JD Edwards EnterpriseOne**
- **Oracle Master Data Management**
- **Oracle Primavera**
- **Oracle Self-Service E-Billing Business Edition**
- **Oracle Self-Service E-Billing Consumer Edition**
- **Oracle Siebel Mobile Sales Assistant Data Access**
- **Oracle Siebel Warranty Validation Server**

Oracle Technology Prerequisites Rules for Oracle E-Business Suite Applications

This section provides an overview of Oracle's licensing prerequisites for the underlying database and other technologies when license Oracle E-Business Suite Applications as it relates to the level of modifications that are performed to the application programs. Additional prerequisites may apply to specific application programs, please contact your Oracle sales representative for more information.

Please note that there are two tables: one table applicable for orders after February 28, 2007 (see pages 3 and 4); and one table applicable for orders up to and including February 28, 2007 (see pages 5 and 6).

Oracle distinguishes between three levels of modifications to its Oracle E-Business Suite Applications, which have increasing licensing requirements for the underlying database and other technologies. These modification levels are:

No Modifications: The customer is deploying the application without modifications. In this case, the customer receives a restricted-use license for the Oracle Database Enterprise Edition, Oracle Internet Application Server Enterprise Edition, which includes WebLogic Server Basic, and a limited set of other products. This restricted-use license may only be used to run with the licensed application(s); it cannot be used for any other purposes.

Modifications implemented as Java programs and/or modifications to Forms, Reports and/or Workbooks: These modifications include any creation or modification of reports, forms, and/or workbooks. In addition, modifications implemented as Java programs, which include Java that produces html interface or Java business logic fall under this category. In these two scenarios, the customer receives a restricted-use license for the Oracle Database Enterprise Edition and a limited set of other products. This restricted-use license may only be used to run with the licensed application(s); it cannot be used for any other purposes. Additionally, the customer is required to purchase licenses for a limited set of products, including Oracle Internet Application Server Enterprise Edition for the total number of end users¹ or processors for which the modifications are deployed.

Modifications to the database: Examples of these modifications include adding and/or modifying the tables, columns, stored procedures and triggers, which are the part of Oracle E-Business Suite application schema. In this situation, the customer is required to purchase licenses for the Oracle Database Enterprise Edition, as well as Oracle Internet Application Server Enterprise Edition for the total number of end users¹ or processors for which the modifications are deployed. The customer receives a restricted-use license of a limited set of products. Additionally, a limited set of other products is required to be licensed as defined in the following table.

Note: If the date of your order was after February 28, 2007 and you were not an existing Oracle E-Business Suite Applications customer as of that date, please use the table on the follow page.

Types of Modification to Oracle's E-Business Suite Applications	To be licensed in addition to the Oracle E-Business Suite Appliation(s)		
	Oracle Database Enterprise Edition	Oracle Internet Application Server Enterprise Edition	Oracle Development Tools & Technology
No Modifications	<p>Not Required.</p> <p>Restricted-use license may only be used to run licensed Oracle E-Business Suite Applications.</p>	<p>Not Required.</p> <p>Restricted-use license may only be used to run licensed Oracle E-Business Suite Applications.</p>	<p>Not Required. Oracle Alert, Application Object Library, Report Manager, Oracle Applications Manager, EDI Gateway, XML Gateway.</p> <p>Restricted-use: Internet Developer Suite for installing and configuring discoverer workbooks and end user layer content. Additionally, Internet Developer Suite for warehouse metadata to support EDW delivered with Oracle Apps (Forms and Report Builders for diagnostics purposes only). Oracle Programmer for the underlying technology as invoked by the unmodified E-Business Suite Applications. Restricted-use for Oracle Licensed applications users only: Business Intelligence Publisher² to publish information from Oracle Applications.</p>
<p>Modifications implemented as Java programs which include Java that produces html interface or Java business logic</p> <p>AND / OR</p> <p>Modifications to Forms, Reports, and/or Workbooks</p>	<p>Not Required.</p> <p>Restricted-use license may only be used to run licensed Oracle E-Business Suite Applications.</p>	<p>Licenses required:</p> <p>For total number of end users ¹or Processors for which the modifications are deployed.</p>	<p>Not Required: Oracle Alert, Application Object Library, Report Manager, Oracle Applications Manager, EDI Gateway, XML Gateway.</p> <p>Restricted-use: Oracle Programmer for the underlying technology as invoked by the unmodified E-Business Suite Applications.</p> <p>Licenses required: Internet Developer Suite and/or Discoverer Desktop Edition for developers making modifications; JDeveloper for all developers who build Java programs which access application schema and who are</p>

			not licensed for Internet Developer Suite; For client server workbooks, Discoverer Desktop Edition for total number of actual users ³ .
Modifications to the Database	License required: For total number of actual users ³ or Processors.	License required: For total number of end users ¹ or Processors for which the modifications are deployed.	<p>Not required: Oracle Alert, Application Object Library, Report Manager, Oracle Applications Manager, EDI Gateway, XML Gateway.</p> <p>License required: Internet Developer Suite and Oracle Programmer for developers making modifications; JDeveloper for developers who use o build Java programs which access application schema and who are not licensed for Internet Developer Suite; For client server workbooks, Discoverer Desktop Edition for total number of actual users³.</p>

Notes:

- 1 End Users: All users and/or devices accessing modified E-Business Suite Applications running on Oracle Database must be licensed. Minimums must be met.
- 2 Business Intelligence Publisher (BI Publisher): E-Business Suite Applications include a restricted use of BI Publisher (see restricted-use information in Business Intelligence Publisher section).
- 3 Actual Users: All users and/or devices accessing E-Business Suite Applications running on Oracle Database must be licensed. Minimums must be met.

If the date of your order was prior to or on February 28, 2007, please use the following table:

Types of Modification to Oracle's E-Business Suite Applications	To be licensed in addition to the Oracle E-Business Suite Application(s)		
	Oracle Database Enterprise Edition	Oracle Internet Application Server Enterprise Edition	Oracle Development Tools & Technology
No Modifications	<p>Not Required.</p> <p>Restricted-use license may only be used to run licensed Oracle E-Business Suite Applications.</p>	<p>Not Required.</p> <p>Restricted-use license may only be used to run licensed Oracle E-Business Suite Applications.</p>	<p>Not Required. Oracle Alert, Application Object Library, Report Manager, Oracle Applications Manager, EDI Gateway, XML Gateway.</p> <p>Restricted-use: Internet Developer Suite for installing and configuring discoverer workbooks and end user layer content. Additionally, Internet Developer Suite for warehouse metadata to support EDW delivered with Oracle Apps (Forms and Report Builders for diagnostics purposes only). Oracle Programmer for the underlying technology as invoked by the unmodified E-Business Suite Applications. Restricted-use for Oracle Licensed applications users only: Business Intelligence Publisher² to publish information from Oracle Applications.</p>
<p>Modifications implemented as Java programs which include Java that produces html interface or Java business logic</p> <p>AND / OR</p> <p>Modifications to Forms, Reports, and/or Workbooks</p>	<p>Not Required.</p> <p>Restricted-use license may only be used to run licensed Oracle E-Business Suite Applications.</p>	<p>Licenses required:</p> <p>For total number of end users¹ or Processors for which the modifications are deployed.</p>	<p>Not Required: Oracle Alert, Application Object Library, Report Manager, Oracle Applications Manager, EDI Gateway, XML Gateway.</p> <p>Restricted-use: For Oracle licensed applications users only: Customer Data Hub. Oracle Programmer for the underlying technology as invoked by the unmodified E-Business Suite Applications.</p> <p>Licenses required: Internet Developer Suite and/or Discoverer Desktop Edition for developers making modifications; JDeveloper for all developers who build Java programs which access</p>

			application schema and who are not licensed for Internet Developer Suite; For client server workbooks, Discoverer Desktop Edition for total number of actual users ³ .
Modifications to the Database	License required: For total number of actual users ³ or Processors.	License required: For total number of end users ¹ or Processors for which the modifications are deployed.	<p>Not required: Oracle Alert, Application Object Library, Report Manager, Oracle Applications Manager, EDI Gateway, XML Gateway.</p> <p>Restricted-use: Diagnostic Pack restricted to the instance of the database where the application is run (if there are other database instances not pertaining to the application and the customer wants to use Diagnostic Pack, the customer must buy a full use license of the Diagnostic Pack of the other database instances). Restricted- use for Oracle licensed Applications users only: Customer Data Hub.</p> <p>License required: Internet Developer Suite and Oracle Programmer for developers making modifications; JDeveloper for developers who use o build Java programs which access application schema and who are not licensed for Internet Developer Suite; For client server workbooks, Discoverer Desktop Edition for total number of actual users³.</p>

Notes:

- 1 End Users: All users and/or devices accessing modified E-Business Suite Applications running on Oracle Database must be licensed. Minimums must be met.
- 2 Business Intelligence Publisher (BI Publisher): E-Business Suite Applications include a restricted use of BI Publisher (see restricted-use information in Business Intelligence Publisher section).
- 3 Actual Users: All users and/or devices accessing E-Business Suite Applications running on Oracle Database must be licensed. Minimums must be met.

Oracle Application Specific Technology Products

Oracle Application Specific Technology Products are available on the Oracle Technology Global Price List.

These Application Specific Technology Products include:

- **Application Management Pack for Oracle Fusion Applications**
- **Berkeley DB – High Availability for Oracle Applications**
- **Berkeley DB – Transactional Data Store for Oracle Applications**
- **Berkeley DB Java Edition – High Availability for Oracle Applications**
- **Berkeley DB Java Edition – Transactional Data Store**
- **BPEL Process Manager for Oracle Applications**
- **Business Intelligence Foundation Suite for Oracle Applications**
- **Business Intelligence Publisher for Oracle Applications**
- **Business Intelligence Suite Enterprise Edition Plus for Oracle Applications**
- **Coherence Enterprise Edition for Oracle Applications**
- **Data Integrator Enterprise Edition for Oracle Applications**
- **Identity and Access Management Suite for Oracle Applications**
- **In-Memory Database Cache for Oracle Applications**
- **SOA Suite for Oracle Middleware for Oracle Applications**
- **Unified Business Process Management Suite for Oracle Applications**
- **WebCenter Imaging for Oracle Applications**
- **WebCenter Portal for Oracle Applications**
- **WebLogic Suite for Oracle Applications**

Note: please refer to Oracle Technology Global Price List and the Oracle Technology Global Price List Supplement for details on pricing and licensing as well as consult with your Oracle sales representative for more information.

Programs that contain “for Oracle Applications” in the program name are limited use programs. These limited use programs may only be used with “eligible” Oracle applications programs that contain the following prefixes in the program name:

- **Oracle Argus**
 - Oracle Communications (Except Oracle Communications Billing and Revenue Management Integration Pack for Oracle E-Business Suite: Revenue Accounting)
- **Oracle Documaker**
 - Oracle Enterprise Taxation (Except Oracle Enterprise Taxation Management Integration to Oracle E-Business Suite Financials General Ledger and Accounts Payable, Oracle Enterprise Taxation Management Integration to Siebel Public Sector for Taxpayer Service, Oracle Enterprise Taxation Management Integration to Siebel Public Sector for Case Management, Oracle Enterprise Taxation Management Integration to PeopleSoft Enterprise Financials General Ledger and Accounts Payable)
 - Oracle Financial Services (Except Oracle Financial Services Funds Transfer Pricing, Oracle Financial Services Asset Liability Management, Oracle Financial Services Profitability Management, Oracle Financial Services Pricing Management, Oracle Financial Services Transfer Pricing Component, Oracle Financial Services Provisioning)
- **Oracle FLEXCUBE**
- **Oracle Fusion**
- **Oracle Health Sciences**
- **Oracle Healthcare (Except Oracle Healthcare Transaction Base)**
- **Oracle Insurance**

- **Oracle Legal**
- **Oracle Mantas**
- **Oracle Media**
- **Oracle Primavera**
- **Oracle Retail** (Except Oracle Retail Merchandising Integration Pack for PeopleSoft Enterprise Financials: Financial Operations Control)
- **Oracle Reveleus**
- **Oracle Tax**
- **Oracle Utilities** (except Oracle Utilities Customer Care and Billing Integration to JD Edwards Financials for General Ledger and Accounts Payable, Oracle Utilities Customer Care and Billing Integration to PeopleSoft Enterprise Financials for General Ledger and Accounts Payable, Oracle Utilities Customer Care and Billing Integration to Oracle E-Business Suite Financials for General Ledger and Accounts Payable, Oracle Utilities Customer Care and Billing Integration to Oracle Utilities Meter Data Management, Oracle Utilities Customer Care and Billing Integration to Oracle Utilities Network Management System)

Notwithstanding anything above, **Business Intelligence Suite Enterprise Edition Plus for Oracle Applications** may only be used with “eligible” Oracle application programs that contain “Oracle Fusion Human Capital Management” as a prefix in the program name and provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance.

Business Intelligence Foundation Suite for Oracle Applications is eligible for use with the following eight Oracle Business Intelligence Applications provided Oracle Fusion Applications is the only data source:

- Financial Analytics, Fusion Edition;
- Human Resources Analytics, Fusion Edition;
- Marketing Analytics, Fusion Edition;
- Partner Analytics, Fusion Edition;
- Procurement & Spend Analytics, Fusion Edition;
- Project Analytics;
- Sales Analytics, Fusion Edition; and
- Supply Chain and Order Management Analytics, Fusion Edition.

Oracle Business Intelligence Foundation Suite for Oracle Applications is also eligible for use with the following three programs: Oracle Product Information Management Analytics, Fusion Edition; Oracle Customer Data Management Analytics, Fusion Edition (both listed on the Oracle Business Intelligence Applications Global Price Lists); and Oracle Product Lifecycle Analytics (available on the Oracle E-Business Suite Applications Global Price List). Any use of limited use programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

Additional Requirements

In addition, the following 11 Application Specific Technology Products have additional requirements that have to be met:

- Oracle Application Management Pack for Oracle Fusion Applications
- Oracle BPEL Process Manager Option for Oracle Applications
- Oracle Business Intelligence Foundation Suite for Oracle Applications
- Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications

- Oracle Coherence Enterprise Edition for Oracle Applications
- Oracle Data Integrator Enterprise Edition for Oracle Applications
- Oracle Identity and Access Management Suite Plus for Oracle Applications
- Oracle SOA Suite for Oracle Middleware for Oracle Applications
- Oracle WebCenter Imaging for Oracle Applications
- Oracle WebCenter Portal for Oracle Applications
- Oracle WebLogic Suite for Oracle Applications

The additional requirements for these above 11 products are as follows:

Oracle Application Management Pack for Oracle Fusion Applications can only be licensed with WebLogic Suite/WebLogic Suite for Oracle Applications, together with the SOA Suite for Oracle Middleware/SOA Suite for Oracle Middleware for Oracle Applications and must match the number of licenses to the associated WebLogic Suite/WebLogic Suite for Oracle Applications and the SOA Suite for Oracle Middleware/SOA Suite for Oracle Middleware for Oracle Applications.

Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within Oracle Applications. Workflow interactions between Oracle and non Oracle Applications are allowed as long as they are enabled/initiated within Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an Oracle Application either natively (via Web Services) or via an adapter.

Oracle Business Intelligence Foundation Suite for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an Oracle Applications transaction database itself or an extraction, in whole or in part, of an Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Foundation Suite); or (ii) the data warehouse is a pre-packaged Oracle Applications data warehouse, with any customizations necessary to reflect customizations in the Oracle Applications, and restricted only to the Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Foundation Suite); or (iii) the dimensions of each Essbase OLAP Cube are sourced from Oracle Applications.

Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications (as noted previously in this document) may only be used with “eligible” Oracle application programs that contain “Oracle Fusion Human Capital Management” as a prefix in the program name and provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance.

Oracle Coherence Enterprise Edition for Oracle Applications is limited for use within the same JVM as the Oracle Applications components.

Oracle Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.

Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. Oracle Identity and Access Management Suite Plus for Oracle Applications may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage - or virtualization to data storage - of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications.

Oracle SOA Suite for Oracle Middleware for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other Oracle applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.

Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, modify pre-packaged imaging application document types, and create and modify input mappings to imaging applications. Imaging can also invoke Web service API's from Oracle Application workflows. A full-use license of WebCenter Imaging is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, develop custom workflows, and invoke APIs from custom workflows or custom application integrations.

Oracle WebCenter Portal for Oracle Applications can be used only to surface the eligible Oracle application and custom applications. Surfacing any third-party applications, including other applications from Oracle, requires a full-use license. Multiple eligible Oracle applications can be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications can be used to integrate the various WebCenter Services (Wikis, Blogs, Discussions, etc.) into an application context, as well as build out custom workflows and notifications between the eligible Oracle application and WebCenter Portal components. The content management features can be used to store and manage documents created outside the eligible application provided that they are related to the eligible application or application context.

Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasource or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.

Oracle Application Integration Architecture

All Application Integration Architecture (AIA) products listed in the following pages include restricted-use rights of Oracle Technology and must adhere to the full-use rules noted below.

All Application Integration Architecture (AIA) pre-built integrations include restricted-use licenses of supporting Oracle Technology products/components that can be used to configure, modify and extend the integration packs to meet customer's business requirements within the context of the delivered business process and Application(s).

However, full-use licenses of the necessary Oracle Technology products would be required if a customer wishes to do either of the following:

- 1) Add another application system (a "new spoke") to the AIA pre-built integration (i.e., a new application beyond the original applications the AIA program provided integration for); or
- 2) Use additional Enterprise Business Objects (EBO) from the Foundation Pack Library.

1) In cases where an additional application system is added to the Application Integration Architecture pre-built integration, but no additional Enterprise Business Object is used from the Foundation Pack Library, full-use licenses of the following Oracle Technology products are required:

- i. WebLogic Suite (for use of Internet Application Server Enterprise Edition)
- ii. SOA Suite for Oracle Middleware
- iii. Data Integrator Enterprise Edition (when used in the pre-built integration)
- iv. Oracle Database Enterprise Edition

Example: A customer buys the "Order-to-Cash" Process Integration Pack between Siebel CRM and Oracle E-Business Suite and now wants to add another system such as the customer's own "web order portal" to support the same business process. This would be considered another application system and would require full-use licenses of the Oracle Technology products noted directly above. Another application system could also be another application instance, custom built, legacy or a third-party application system.

- 2) In cases where an additional Enterprise Business Object from the Foundation Pack Library is used, full-use licenses of the following Oracle Technology products and AIA product are required:
- i. WebLogic Suite (for use of Internet Application Server Enterprise Edition)
 - ii. SOA Suite for Oracle Middleware
 - iii. Data Integrator Enterprise Edition (when used in the pre-built integration)
 - iv. Oracle Database Enterprise Edition
 - v. Application Integration Architecture Foundation Pack

Example: A customer buys the "Order-to-Cash" Process Integration Pack between Siebel CRM and Oracle E-Business Suite and now wants to extend the integration to include a new business object, such as "Asset" or integration flow, such as "Payment Terms." This would require full-use licenses of the Oracle Technology products noted directly above.

Oracle Service Registry is an optional component for Application Integration Architecture Foundation Packs and/or Process Integration Packs. You can install and use AIA products without Oracle Service Registry. However, if a customer wants to use Oracle Service Registry to manage only AIA objects and services at runtime, a restricted-use license of Oracle Service Registry is included.

The restricted-use license of Oracle Service Registry allows customers to view/edit objects and services included with AIA products. If a customer wants to use Oracle Service Registry to manage other content than standard out-of-the-box AIA content, the purchase of a full-use license of Oracle Service Registry is required.

Restricted-use license of Oracle Service Registry for AIA is limited to the following:

- 1) Viewing and consuming Oracle AIA content (Oracle intellectual property) available with their licensed AIA Foundation Pack and/or Process Integration Packs. The pre-built AIA content includes: Services/Binding Templates (WSDL), Schemas (XSD) and Transforms (XSLT/XQUERY);
- 2) Making limited modifications and extensions to the AIA content only in accordance with the AIA extension mechanism, and not for other purposes:
 - I. Adding custom attributes to the AIA schemas
 - II. Adding corresponding transforms for the custom attributes
 - III. Modifying out-of-the-box AIA services taxonomy/categorization
 - IV. Modifying out-of-the-box AIA endpoint binding templates
 - V. Adding new taxonomies or models to categorize (1) the out-of-the-box and (2) the extended Oracle AIA content

Any of the following conditions would trigger the full-use license of Oracle Service Registry with

- AIA:
- I. Adding custom business services
 - II. Adding new operation to an existing service
 - III. Registering your own in-house services
 - IV. Adding new taxonomies or models to categorize customer specific content (from 1, 2, 3 above)
 - V. Modifying attributes and other metadata in Oracle Service Registry other than through the AIA extension Mechanism

The following Application Integration Architecture (AIA) products include restricted-use rights of Oracle Technology and must adhere to the full-use rules noted above:

Application Integration Architecture Process Integration Packs

- Agile Product Lifecycle Management Integration Pack for Oracle E-Business Suite: Design to Release

- Agile Product Lifecycle Management Integration Pack for SAP: Design to Release
- CRM On Demand Integration Pack for JD Edwards EnterpriseOne: Lead to Order
- Design to Release Integration Pack for Agile Product Lifecycle Management and JD Edwards EnterpriseOne
- Design to Release Integration Pack for Agile Product Lifecycle Management for Process and Oracle E-Business Suite Process Manufacturing
- Driver Management Integration Pack for Oracle Transportation Management and Oracle E-Business Suite
- Financial Management Integration Pack for Oracle Transportation Management and Oracle E-Business Suite
- Financial Operations Control Integration Pack for Oracle Retail Merchandise Operations Management and E-Business Suite Financials
- Financials Accounting Hub Integration Pack for PeopleSoft General Ledger
- Lead to Order Integration Pack for Oracle CRM On Demand and JD Edwards World
- Order Management Integration Pack for Oracle Transportation Management, Oracle E-Business Suite and Siebel CRM
- Order to Activate Integration Pack Siebel CRM and Oracle Communications Order and Service Management
- Order to Cash Integration Pack for Siebel CRM and SAP
- Process Integration Pack for Oracle Utilities Field Work
- Project Portfolio Management Integration Pack for Primavera P6 and JD Edwards EnterpriseOne
- Project Portfolio Management Integration Pack for Primavera P6 and Oracle E-Business Suite
- Retail Merchandising Integration Pack for PeopleSoft Enterprise Financials: Financial Operations Control
- Serialization and Tracking Integration Pack for Oracle Pedigree and Serialization Manager and Oracle E-Business Suite
- Siebel CRM Integration Pack for Account Originations - Liability Products
- Siebel CRM Integration Pack for i-flex FLEXCUBE Account Originations - Liability Products
- Siebel CRM Integration Pack for Oracle Communications Billing and Revenue Management: Order to Bill
- Siebel CRM Integration Pack for Oracle Communications Billing and Revenue Management: Agent Assisted Billing Care
- Siebel CRM Integration Pack for Oracle Order Management
- Siebel CRM Integration Pack for Trade Promotion Management
- Study, Subject, and Visit Synchronization Integration Pack for Siebel Clinical and Oracle Clinical

Application Integration Architecture Process Integration Packs (Base + Options)

- Customer Master Data Management Integration Base Pack
- Customer Master Data Management Integration Option
- Product Master Data Management Integration Base Pack
- Product Master Data Management Integration Option

Application Integration Architecture Partial Process Integration Packs

- Clinical Trial Payments Integration Pack for Siebel Clinical
- Workforce Administration Integration Pack for PeopleSoft Human Resources

Application Integration Architecture Direct Integrations

- Communications Billing and Revenue Management Integration Pack for Oracle E-Business Suite:
- Revenue Accounting
- CRM On Demand Integration to Siebel CRM
- Demantra Integration Pack for Siebel CRM Consumer Goods
- Demantra Sales and Operations Planning Integration to Hyperion Planning
- Enterprise Taxation Management Integration to Oracle E-Business Suite Financials General Ledger and Accounts Payable
- Enterprise Taxation Management Integration to PeopleSoft Enterprise Financials General Ledger and Accounts Payable
- Enterprise Taxation Management Integration to Siebel Public Sector for Case Management

- Enterprise Taxation Management Integration to Siebel Public Sector for Taxpayer Service
- Siebel Call Center Integration Pack for Oracle Adverse Event Reporting System
- Siebel Field Service Integration to Oracle Real-Time Scheduler
- Siebel CRM Integration to Oracle Incentive Compensation
- Utilities Customer Care and Billing Integration to JD Edwards Financials for General Ledger and Accounts Payable
- Utilities Customer Care and Billing Integration to Oracle E-Business Suite Financials for General Ledger and Accounts Payable
- Utilities Customer Care and Billing Integration to Oracle Utilities Meter Data Management
- Utilities Customer Care and Billing Integration to Oracle Utilities Network Management System
- Utilities Customer Care and Billing Integration to PeopleSoft Enterprise Financials for General Ledger and Accounts Payable
- Value Chain Planning Integration Base Pack

Oracle Business Intelligence Publisher

Oracle E-Business Suite Applications include a restricted-use of Oracle Business Intelligence Publisher to publish and/or view:

1. Shipped Oracle Business Intelligence Publisher reports. Layout changes are allowed. AND
2. Shipped or newly created Oracle Business Intelligence Publisher reports that are modified to access data from the existing Oracle E-Business Suite Applications schema that has not been customized.

Full use of Business Intelligence Publisher is required if any shipped, modified or newly created Oracle Business Intelligence Publisher report:

1. Accesses data from a non-Oracle E-Business Suite Applications data source, or
2. Accesses data from a new schema within the Oracle E-Business Suite Applications that is not shipped by Oracle, or
3. Accesses data from a modified Oracle E-Business Suite Applications schema (e.g., by adding columns to an existing table).

Oracle JD Edwards EnterpriseOne Applications include a restricted-use of Oracle Business Intelligence Publisher to publish and/or view:

1. Shipped Oracle Business Intelligence Publisher reports. Layout changes are allowed, AND
2. Shipped or newly created Oracle Business Intelligence Publisher reports that are modified to access data from the existing JD Edwards EnterpriseOne Applications schema that has not been customized.

Full use of Oracle Business Intelligence Publisher is required if any shipped, modified or newly created Oracle Business Intelligence Publisher report:

1. Accesses data from a non-JD Edwards EnterpriseOne Applications data source, or
2. Accesses data from a new schema within the JD Edwards EnterpriseOne Applications that is not shipped by Oracle, or
3. Accesses data from a modified JD Edwards EnterpriseOne Applications schema (e.g. by adding columns to an existing table).

Oracle Demantra

Oracle Demantra products are offered under Oracle E-Business Suite, JD Edwards and Siebel licensing models. Regardless from which licensing model these products are procured, the aforementioned Oracle Technology

Prerequisites Rules policy applies.

Oracle Governance, Risk, and Compliance

Oracle Governance, Risk, and Compliance (GRC) products are offered under the E-Business Suite and PeopleSoft licensing models. The following GRC products include restricted-use rights of Oracle Technology and must adhere to the full-use rules noted below:

- **Governance, Risk, and Compliance Manager**

Governance, Risk, and Compliance Manager includes: Stellant Financial Compliance Director; Restricted use of Stellant Universal Content Management. Governance, Risk, and Compliance Manager Administrator(s) are permitted direct access to Universal Content Management's administrative tools and user interface for the purposes of installation and maintenance of Governance, Risk, and Compliance Manager.

- **Enterprise Governance, Risk, and Compliance Manager**

Enterprise Governance, Risk, and Compliance Manager includes: Restricted-use: Oracle Database Enterprise Edition, WebLogic Suite, SOA Suite for Oracle Middleware, Oracle Data Integrator Enterprise Edition, Universal Content Management; each of which may only be used with the Enterprise Governance, Risk, and Compliance Manager product.

Additional details on restricted-use rights for Enterprise Governance, Risk, and Compliance Manager: WebLogic Suite restricted to the following components: WebLogic Server Enterprise Edition and Diagnostics Pack for Oracle Middleware. Only a single instance of Enterprise Governance, Risk and Compliance Manager can be deployed within the WebLogic Suite domain. SOA Suite for Oracle Middleware limited to Web Services Manager, BPEL Process Manager, Oracle JDeveloper, and Oracle Business Rules. Oracle Data Integrator Enterprise Edition restricted to data movement from Enterprise Governance, Risk, and Compliance Manager to Oracle Business Intelligence Suite Enterprise Edition Plus or Business Intelligence Publisher for the purposes of Enterprise Governance, Risk, and Compliance Manager reporting. Universal Content Management: limited to content associated with the Enterprise Governance, Risk and Compliance Manager product.

Full-use information for Enterprise Governance, Risk, and Compliance Manager for WebLogic Suite and SOA Suite for Oracle Middleware: Full-use of WebLogic Suite and SOA Suite for Oracle Middleware are required if you are doing any of the following (not a complete list):

- Creating new transformations
 - Creating new Enterprise Service Bus routings
 - Creating new Business Process Execution Language (BPEL) processes or sub processes for non-GRC purposes
 - Creating new domain value maps or modify existing domain value maps for unsupported approval types
 - Creating new cross reference tables
 - Defining new security policy for custom web services for non-GRC purposes
 - Using WebLogic Suite for something other than the SOA Suite for Oracle
 - Middleware in support of the Enterprise Governance, Risk, and Compliance Manager product
- **Fusion Governance, Risk, and Compliance Intelligence**
Restricted-use: Oracle Database Enterprise Edition. Restricted-use: Oracle Data Integrator Enterprise

Edition (restricted to use with Fusion Governance, Risk, and Compliance Intelligence as the only target).

- **Applications Access Controls Governor**

Restricted-use: Oracle Database Enterprise Edition, WebLogic Suite, Oracle Data Integrator Enterprise Edition; each of which may only be used with the Application Access Controls Governor product.

Additional details on restricted-use rights: WebLogic Suite restricted to the following components: WebLogic Server and Diagnostics Pack for Oracle Middleware. Only a single instance of Application Access Controls Governor can be deployed within the WebLogic Suite domain. Restricted use Oracle Data Integrator Enterprise Edition (restricted to use with Application Access Controls Governor as the only target).

- **Configuration Controls Governor**

Restricted-use: Oracle Database Enterprise Edition

JD Edwards EnterpriseOne

See also Oracle Business Intelligence Publisher section and Oracle Demantra section for more information regarding JD Edwards EnterpriseOne.

All Oracle JD Edwards EnterpriseOne deals include restricted-use of the Oracle Database Enterprise Edition for use with JD Edwards EnterpriseOne for installing, patching and managing product metadata. This encompasses usage by the JD Edwards EnterpriseOne installation programs, deployment server and development client. Storing any other data in the database requires a full use license of the Oracle Database Enterprise Edition.

All Oracle JD Edwards EnterpriseOne deals include restricted Use: Oracle Secure Enterprise Search solely for use with licensed JD Edwards EnterpriseOne applications.

Oracle Master Data Management

The following Master Data Management (MDM) programs or components of programs do not include a restricted-use of the underlying Oracle Technology: Siebel Universal Customer Master B2B / B2C (a component of Oracle Customer Hub for B2B/B2C or Oracle Customer Hub Add-on B2B/B2C), Oracle Activity Hub B2B / B2C, Oracle Field Service Hub B2B / B2C, Oracle Marketing Hub B2B / B2C, Oracle Sales Hub B2B / B2C, Oracle Service Hub B2B / B2C, Siebel Customer Data Steward (a component of Oracle Customer Hub Data Steward), Oracle / Siebel Data Quality, Oracle / Siebel Data Quality Matching Server, Siebel Product Data Steward (a component of Oracle Product Hub Data Steward), Oracle Automotive Captive Finance Customer Hub, Oracle Case Hub, Oracle Life Sciences Customer Hub, Siebel Universal Product Master (a component of Oracle Product Hub or Oracle Product Hub Add-on).

Oracle Primavera

The following Oracle Primavera programs include restricted-use rights of Oracle Technology:

- **Primavera P6 Enterprise Project Portfolio Management**

Restricted-use: WebLogic Server Standard Edition only allowed to run in WebLogic Server Standard Edition instance. No other web applications may be deployed in this instance of WebLogic Server Standard Edition. Restricted to only WebLogic Server Standard Edition features, not the WebLogic Server Enterprise Edition features or WebLogic Suite features. This does NOT include the use of clustering,

coherence or EJBs. For example, if a customer wishes to cluster their Primavera P6 Enterprise Project Portfolio Management instance, that would trigger a full-use license of WebLogic Server Standard Edition.

Restricted-use: JRockit JVM only used for Primavera P6 Enterprise Project Portfolio Management servers. This is a runtime license that does not allow customers to utilize JRockit JVM for other applications or instances."

Restricted-use: Universal Content Management Standard Edition only valid for workspaces or folders that are built from Primavera P6 Enterprise Project Portfolio Management. Only valid for repositories that store Primavera P6 Enterprise Project Portfolio Management documents, artifacts and work products. Creating any repositories, folders, workspaces, etc. manually outside of Primavera applications will trigger full-use. Only licensed Primavera application users can access the repository. For example, creating a new departmental workspace or folder would trigger a full-use license.

Restricted-use: Application Development Framework. This does not grant permission to customers to build, deploy or resell Application Development Framework user interface components or applications.

Restricted-use: Oracle HTTP Server used for access outside corporate firewall and single sign-on (SSO). May not be used for any purposes outside of those requirements.

Restricted-use: EclipseLink used only for Primavera P6 Enterprise Project Portfolio Management persistence. Run-time only and may not be used to build any other applications.

Restricted-use: WebCenter only for portals built using Primavera portlets. Not valid for adding non-Primavera portals, workspaces, etc. For example, a user who creates additional organizational or departmental portals would trigger full-use license of WebCenter. Additionally, attempts to modify Primavera portals would likewise trigger full-use license.

Restricted-use: Business Intelligence Publisher valid for users to schedule/execute/run reports within the Primavera application. Any users who need to customize or create new reports will need a full-use license of Business Intelligence Publisher. There is no minimum named user requirement for Business Intelligence Publisher for Primavera applications.

For users who change or create new workflows using web services and events from Primavera applications, Named User Plus licenses are recommended for Unified Business Process Management Suite (or Unified Business Process Management Suite for Oracle Applications), SOA Suite for Oracle Middleware (or SOA Suite for Oracle Middleware for Oracle Applications), and WebLogic Suite (or WebLogic Suite for Oracle Applications). No license of SOA Suite for Oracle Middleware or Unified Business Process Management Suite is required for users who are consuming/participating in the workflows or forms. Also, there is no minimum Named User Plus requirement for Unified Business Process Management Suite, SOA Suite for Oracle Middleware, and WebLogic Suite for Primavera applications.

- **Primavera P6 Progress Reporter**

Restricted-use: WebLogic Server Standard Edition only allowed to run in WebLogic Server Standard Edition instance. No other web applications may be deployed in this instance of WebLogic Server Standard Edition. Restricted to only WebLogic Server Standard Edition features, not the WebLogic Server Enterprise Edition features or WebLogic Suite features. This does NOT include the use of clustering, coherence or EJBs. For example, if a customer wishes to cluster their Primavera P6 Progress Reporter instance, that would trigger a full-use license of WebLogic Server Standard Edition.

Restricted-use: JRockit JVM only used for Primavera P6 Progress Reporter servers. This is a runtime license that does not allow customers to utilize JRockit JVM for other applications or instances.

Restricted-use: Application Development Framework. This does not grant permission to customers to build, deploy or resell Application Development Framework user interface components or applications."

Restricted-use: Oracle HTTP Server used only for access outside corporate firewall and single sign-on (SSO). May not be used for any purposes outside of those requirements.

Restricted-use: EclipseLink used only for Primavera P6 Progress Reporter persistence. Run-time only and may not be used to build any other applications.

- **Primavera Contract Management**

Restricted-use: WebLogic Server Standard Edition only allowed to run in WebLogic Server Standard Edition instance. No other web applications may be deployed in this instance of WebLogic Server Standard Edition. Restricted to only WebLogic Server Standard Edition features, not the WebLogic Server Enterprise Edition features or WebLogic Suite features. This does NOT include the use of clustering or coherence. For example, if a customer wishes to cluster their Primavera Contract Management instance, that would trigger a full-use license of WebLogic Server Standard Edition.

Restricted-use: JRockit JVM only used for Primavera Contract Management servers. This is a runtime license that does not allow customers to utilize JRockit JVM for other applications or instances.

Restricted-use: Universal Content Management Standard Edition only valid for workspaces or folders that are built from Primavera Contract Management. Only valid for repositories that store Primavera Contract Management documents, artifacts and work products. Creating any repositories, folders, workspaces, etc. manually outside of Primavera applications will trigger full-use. Only licensed Primavera application users can access the repository. For example, creating a new departmental workspace or folder would trigger a full-use license.

Restricted-use: Oracle HTTP Server used only for access outside corporate firewall and single sign-on (SSO). May not be used for any purposes outside of those requirements.

Restricted-use: EclipseLink used only for Primavera Contract Management persistence. Run-time only and may not be used to build any other applications.

Restricted-use: WebCenter only for portals built using Primavera portlets. Not valid for adding non-Primavera portals, workspaces, etc. For example, a user who creates additional organizational or departmental portals would trigger full-use license of WebCenter. Additionally, attempts to modify Primavera portals would likewise trigger full-use license.

Restricted-use: Business Intelligence Publisher valid for users to schedule/execute/run reports within the Primavera application. Any users who need to customize or create new reports will need a license of Business Intelligence Publisher. There is no minimum named user requirement for Business Intelligence Publisher for Primavera applications.

For users who change or create new workflows using web services and events from Primavera applications, Named User Plus licenses are recommended for Unified Business Process Management Suite (or Unified Business Process Management Suite for Oracle Applications), SOA Suite for Oracle Middleware (or SOA Suite for Oracle Middleware for Oracle Applications), and WebLogic Suite (or WebLogic Suite for Oracle Applications). No license of SOA Suite for Oracle Middleware or Unified Business Process Management Suite is required for users who are consuming/participating in the workflows or forms. Also, there is no minimum Named User Plus requirement for Unified Business Process Management Suite, SOA Suite for Oracle Middleware, and WebLogic Suite for Primavera applications.

- **Primavera Portfolio Management**

Restricted-use: Business Intelligence Publisher valid for users to schedule/execute/run reports within the Primavera application. Any users who need to customize or create new reports will need a full use license of Business Intelligence Publisher. There is no minimum Named User Plus requirement for Business Intelligence Publisher for Primavera applications. For users who change or create new workflows using web services and events from Primavera applications, Named User Plus licenses are recommended for Unified Business Process Management Suite (or Unified Business Process Management Suite for Oracle Applications), SOA Suite for Oracle Middleware (or SOA Suite for Oracle Middleware for Oracle Applications), and WebLogic Suite (or WebLogic Suite for Oracle Applications). No license of SOA Suite for Oracle Middleware or Unified Business Process Management Suite is required for users who are consuming/participating in the workflows or forms. Also, there is no minimum Named User Plus requirement for Unified Business Process Management Suite, SOA Suite for Oracle Middleware, and WebLogic Suite for Primavera applications.

- **Primavera WebServices**

Restricted-use: WebLogic Server Standard Edition only allowed to run in WebLogic Server Standard Edition instance. No other web applications may be deployed in this instance of WebLogic Server Standard Edition. Restricted to only WebLogic Server Standard Edition features, not the WebLogic Server Enterprise Edition features or WebLogic Suite features. This does NOT include the use of clustering, coherence or EJBs. For example, if a customer wishes to cluster their Primavera P6 Web Services instance, that would trigger a full-use license of WebLogic Server Standard Edition.

Restricted-use: Universal Content Management Standard Edition only valid for workspaces or folders that are built from Primavera Web Services. Only valid for repositories that store Primavera Web Services documents, artifacts and work products. Creating any repositories, folders, workspaces, etc. manually outside of Primavera applications will trigger full-use. Only licensed Primavera application users can access the repository. For example, creating a new departmental workspace or folder would trigger a full-use license.

Oracle Self-Service E-Billing Business Edition

Oracle Self-Service E-Billing Business Edition includes a restricted-use of Oracle Data Integrator Enterprise Edition limited to use for loading and customizing the E-Billing bulk load file interface that is included with the Self-Service E-Billing application.

Oracle Self-Service E-Billing Consumer Edition

Oracle Self-Service E-Billing Consumer Edition includes a restricted-use of Oracle Data Integrator Enterprise Edition limited to use for loading and customizing the E-Billing bulk load file interface that is included with the Self-Service E-Billing application.

Oracle Siebel Mobile Sales Assistant Data Access

Oracle Siebel Mobile Sales Assistant Data Access includes a restricted-use of Oracle BPEL Process Manager limited to use only with Siebel Mobile Sales Assistant Data Access.

Oracle Siebel Warranty Validation Server

Oracle Siebel Warranty Validation Server includes a restricted-use of Oracle Policy Automation and Oracle Policy Automation for Siebel limited to use only with Siebel Warranty.

APPENDIX II

HARDWARE GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS (v120412_HW)

ORACLE AMERICA, INC. (“ORACLE”) IS A FIRST TIER SUBCONTRACTOR UNDER THIS CONTRACT. THESE GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS APPLY TO ORACLE PROGRAMS, HARDWARE, AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACTOR UNDER THE CONTRACTOR’S GSA SCHEDULE CONTRACT (“THE CONTRACT”). THESE GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER OR ORDERING DOCUMENTATION.

1. Definitions

“You” and “your” refers to the ordering activity that has ordered programs, hardware and/or services from an authorized distributor (“Contractor”) under this contract.

The term “ancillary programs” refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term “integrated software” is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

The term “program documentation” refers to the program user manual and program installation manuals.

The term “programs” refers to the software products, owned or distributed by Oracle, which you have ordered, including program documentation, and any program updates acquired through technical support.

The term “services” refers to technical support services which you have ordered.

The term “hardware” refers to the hardware equipment, including components, options and spare parts.

The term “hardware documentation” refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

2. Hardware Composition

Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The hardware equipment or parts of it may be new or like new.

3. Rights Granted

Upon Contractor’s acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of this contract, including these Government Oracle Supplemental Terms and Conditions, the Oracle License Definitions and Rules, and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with this contract in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreement(s) are located at <http://oracle.com/contracts> and are attached to these Government Oracle Supplemental Terms as Exhibits C and D

for reference purposes only. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of this contract, including these Government Oracle Supplemental Terms and Conditions, and the applicable documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

The operating system and/or integrated software may include separate works, identified in a readme file, notice file, or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by the contract, including these Government Oracle Supplemental Terms and Conditions. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <<http://oss.oracle.com/systems-opensourcecode>>. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.

4. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs, the operating system, and integrated software. Oracle or its licensors retain all intellectual property rights to the hardware. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under this contract resulting from services. Unless otherwise stated in your order with Contractor, title to hardware, excluding the operating system, integrated software and any other programs, and risk of loss or damages to the hardware will pass from Oracle upon delivery in accordance with the relevant Incoterms 2010. Title to and ownership of the programs, the operating system and integrated software shall not pass to you or to a third party; title to and ownership of the programs, the operating system and integrated software shall remain with Oracle. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation or readme files or notice files. The parties acknowledge that the terms of this contract do not apply to such third party technology.

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.

You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- remove any copyright notices or labels on the operating system or integrated software;

- make the programs, operating system, integrated software or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license, operating system, integrated software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the operating system, integrated software, or programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software;
- make copies of the operating system or integrated software except for archival purposes, to replace a defective copy, or for program verification; or
- disclose results of any program and/or hardware benchmark tests.

5. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT (i) THE HARDWARE PRODUCTS, (ii) OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND (iii) THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL HARDWARE PRODUCTS, OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND PROGRAM ERRORS.**

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the Hardware Products, (ii) operating system and integrated software, and (iii) the Software Media and Tape Media. Hardware Products, Software Media and Tape Media shall have the meanings ascribed to them below.

Oracle warrants that hardware and the Sun Remanufactured Equipment Program products, listed on the product price lists, (collectively "Hardware Products") will be free from, and using the operating system and integrated software will not cause in the Hardware Product, material defects in materials and workmanship for one (1) year from the date the Hardware Product is delivered to you. Oracle warrants that the operating system media and the integrated software media ("Software Media") will be free from material defects in materials and workmanship for a period of ninety (90) days from the date the Software Media is delivered to you. Oracle warrants that the StorageTEK LTO Ultrium media, DLT/SuperDLT media, 9840/9940 media, or T10000 media ("Tape Media") will be free from material defects in materials and workmanship for a period of one (1) year from the date the Tape Media is delivered to you. Software Media and Tape Media may collectively be referred to as media. The Oracle Hardware Warranty applies only to those Hardware Products and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by Oracle-authorized distributor).

Oracle Hardware Products may be new or like new. The Oracle Hardware Warranty applies to Hardware Products that are new and Hardware Products that are like-new which have been remanufactured and certified for warranty by Oracle.

You may access a more detailed description of the limited hardware warranty at <http://www.oracle.com/us/support/policies/index.html> ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

No warranty will apply to the Hardware Products, operating system, integrated software or media which has been:

- i. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
- ii. maltreated or used in a manner other than in accordance with the relevant documentation;
- iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;

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

This Oracle Hardware Warranty does not apply to normal wear of the Hardware Products or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware Product and may be void in the event that title to the Hardware Product is transferred.

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

To the extent not addressed in your order for the Hardware Products and media to which this Oracle Hardware Warranty applies, the following Limitations apply:

NEITHER ORACLE NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.

YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR (B) IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO ORACLE FOR THE DEFECTIVE PRODUCT. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Technical Support

Technical support consists of annual technical support services you may have ordered for the programs and/or hardware.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at <http://www.oracle.com/us/support/policies/index.html>. Java SE Support (or any successor technical support offering to Java SE Support) acquired with your order may be renewed annually. The order with Contractor will specify your Java SE Support fee for the first renewal year should you renew Java SE Support as contained in the original order; the fee for Java SE Support for the second renewal year will not increase by more than 4% over the prior year's fees. Java SE Support is effective upon the effective date of the order. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to

purchase technical support at a later date. Technical support for programs is effective upon delivery of tangible media or upon the effective date of the order if shipment of tangible media is not required.

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

Oracle Hardware and Systems Support acquired with your order may be renewed annually. The order with Contractor will specify your Oracle Hardware and Systems Support fee for the first renewal year should you renew Oracle Hardware and Systems Support for the same systems and same configurations as contained in the original order; your Oracle Hardware and Systems Support fee for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the hardware is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for hardware is effective upon delivery of hardware or upon the effective date of the order if shipment of hardware is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period. Technical support services charges for SULLS (or any successor technical support offering to SULLS) are classified as Software Maintenance as a Service and must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Notwithstanding anything in Oracle's technical support policies or Oracle's Hardware and Systems Support Policies to the contrary, you may discontinue support at the end of any current support term and, at any time thereafter, reinstate support by executing an order for such services with Contractor. If you decide to reinstate such support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had such support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the support fee for the new support period quarterly in arrears in accordance with the order. This technical support fee for the new support period is computed as follows: (i) if support lapsed, then the support fee for a twelve month support period shall be the last annual support fee you paid for the relevant program and/or hardware system; (ii) if you never acquired technical support for the relevant program and/or hardware system, then the annual support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program and/or hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

7. Intellectual Property Indemnification

If a third party makes a claim against you, including the U.S. Government, and its officers, employees and agents, or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, hardware, or material ("Material") licensed under the terms of this contract by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- b. gives the Provider control of the defense, with input from Recipient, and any settlement negotiations, provided that for the U.S. Government the control of the defense and settlement is subject to 28 U.S.C. 516; and
- c. gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it. Notwithstanding the previous sentence and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. Oracle's right to end the license or request termination of the order in accordance with this paragraph shall not apply if the U.S. Government authorizes or consents to use of the Material, and in such cases, Oracle shall have no obligation to indemnify or other liability whatsoever, to the Government or to third parties for infringement, and the exclusive cause of action and remedy for infringement shall be in accordance with 28 U.S.C. 1498, as set forth in 48 C.F.R. 27.201-1(a). The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, operating system, integrated software and hardware, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of this contract, including these Government Oracle Supplemental Terms and Conditions, would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this contract (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this contract.

For claims related to hardware, if the Recipient is a current subscriber to Oracle technical support services for the operating system (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which the Recipient is/was a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under this section shall include the operating system and the integrated software and (ii) the phrase "program(s)" in this section is replaced by the phrase "program(s) or the operating system or integrated software (as applicable)" (i.e., The Provider will not indemnify the Recipient for the Recipient's use of the operating system and/or integrated software when the Recipient is/was not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Oracle Linux operating system, the Provider will not indemnify the Recipient for materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

With respect to the U.S. Government, the foregoing indemnification shall not apply as to the United States indemnifying Oracle or any other party; however, Oracle reserves the right to seek indemnification from the U.S. Government in accordance with the preceding paragraphs should Federal statute permit such indemnification.

8. Other

1. You may not assign orders or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, 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 the order, per the terms of the contract, including these Government Oracle Supplemental Terms and Conditions.
3. The extent to which an Oracle product (hardware or software program) is, at the time of delivery, capable of providing comparable access to individuals with disabilities is indicated by the comments and exceptions (if any) specified on the applicable Voluntary Product Accessibility Template (VPAT) available at www.oracle.com/us/corporate/accessibility, provided that such Oracle product is used in accordance with the applicable Oracle program and hardware documentation and that any assistive technologies and any other products used with the Oracle product properly interoperate with the Oracle product. The VPAT indicates the degree of conformance with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as "Section 508"). In the event that Section 508 is revised over the life of the contract Agreement, the VPAT will indicate the applicable version. The VPAT also lists the degree of conformance with the Web Content Accessibility Guidelines (WCAG) if applicable (said standards only apply to "web pages"). In the event that no VPAT is available for a particular product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. Oracle makes no representations regarding the accessibility status of any product identified as "third party."
4. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under the contract, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): 'These commodities, technology, software, or hardware (including any integrated software and operating system(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited.
5. The Uniform Computer Information Transactions Act does not apply to these Government Oracle Supplemental Terms and Conditions nor any order placed pursuant to them.
6. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.
7. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.
8. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so; however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the contract, including these Government Oracle Supplemental Terms and conditions.

9. Unless otherwise agreed in an order, upon 45 days written notice and no more than once annually, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit, provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for either paying any underpaid fees related to use of the programs and Oracle or the Contractor, as the case may be, shall submit a contract modification to document the amount of such fees, or for discontinuing noncompliant use. Oracle shall not be responsible for any costs incurred by you in cooperating with the audit.
10. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.
11. Source code may be delivered as part of the standard delivery for particular programs, operating system or integrated software; all such source code is subject to the terms of the contract, including these Government Oracle Supplemental Terms and Conditions, the applicable order and the applicable program documentation.
12. Oracle's Applications Licensing Table in effect as of the effective date of this Contract is attached hereto as Exhibit B. You may access the current version of the Applications Licensing Table at <http://oracle.com/contracts>.
13. Oracle's License Definitions and Rules are incorporated herein and attached hereto as Exhibit A. Oracle's Integrated Software Options License Definitions, Rules and Metrics are incorporated herein and attached hereto as Exhibit C. Terms for Oracle Solaris are incorporated herein and attached hereto as Exhibit D.
14. If any provision herein or document incorporated by reference into these Government Oracle Supplemental Terms and Conditions, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your technical support services; (b) allowing for the automatic renewal of services and/or fees; (c) requiring the governing law to be anything other than Federal law; and/or (d) specifying jurisdiction and venue of any action, then, such terms shall not apply with respect to the U.S. Government. If any document incorporated by reference into these Government Oracle Supplemental Terms and Conditions, including the License Definitions and Rules and terms included and/or referenced therein, contains an indemnification provision, such provision shall apply to the extent not prohibited by law and with respect to the U.S. Government, such indemnification provision shall not apply as to the United States indemnifying Oracle or any other party; however, Oracle reserves the right to seek indemnification from the U.S. Government in accordance with the terms of section G above should Federal statute permit such indemnification.



Exhibit A

ORACLE LICENSE DEFINITIONS AND RULES (v110711r2)

ORACLE AMERICA, INC. ("ORACLE") IS A FIRST TIER SUBCONTRACTOR UNDER THIS CONTRACT. THESE ORACLE LICENSE DEFINITIONS AND RULES APPLY TO ORACLE PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACTOR UNDER THE CONTRACT. THESE LICENSE DEFINITIONS AND RULES ARE INCLUDED AS PART OF THE ORACLE GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS.

For these Oracle License Definitions and Rules, “you/your” shall have the same meaning as “ordering activity”. The term “ordering activity” refers to a third party that is eligible (as identified in Appendices A, B and C of GSA ADM 4800.2G and any subsequent revision) to place orders off this GSA Schedule contract. In addition, if you have opted into GSA’s Cooperative Purchasing Program, the term “ordering activity” includes state and local government entities authorized through Cooperative Purchasing (GSAM Subpart 538.70) to place orders off this GSA Schedule Contract.

Definitions and License Metrics

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle programs.

\$M Annual Transaction Volume: is defined as one million U.S. dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by you and others during the applicable year of the Oracle Exchange Marketplace 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.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (<https://support.oracle.com>). For new or unsupported customers, please contact your Oracle Account Manager for this information.

\$M in Application Annual Revenue: is defined as one million U.S. Dollars excluding taxes processed through the licensed program. For Oracle Self-Service E-Billing products, the Annual Revenue is equivalent to the total invoiced amount for all company accounts that have at least one enrolled user per billing period.

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 dates for your entire employee population. Application 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 Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing and JD Edwards Supplier Self Service 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, regardless of whether the individual is actively using the programs at any given time.

Brand: is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.

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 12month period. You may not exceed the licensed number of CRF Pages during any 12-month period unless you acquire additional CRF Page licenses from Oracle.

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.

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. For the purposes of Computer licenses for the Oracle Health Science Integration Engine program, a communication point is an interface to an input system (e.g., a clinical laboratory system in a hospital or healthcare setting) or to an output system (e.g., a healthcare data repository).

Concurrent User: is defined as each individual that may concurrently use or access the programs. Concurrent Users shall be only customers or prospective customers of yours, and shall not be business partners, or employees of yours.

Connected Instance: is defined as the configuration between Oracle Policy Automation Connector for Oracle CRM On Demand and the Oracle CRM On Demand instance's web service endpoint. For each Oracle CRM On Demand instance so configured, an additional Connected Instance is required.

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

\$M Cost of Goods Sold: is defined as one million U.S. dollars in 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.

CPU: is defined as a chip that contains a collection of one or more cores on which the program is running. Regardless of the number of cores, each chip counts as 1 CPU. For the purposes of the following program: Oracle Utilities Customer Care and Billing Application Workbench, you may copy, install and use such program running on a CPU solely for development purposes.

Customer: is defined as the customer entity specified on your order. 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 computers on which such programs may be copied, installed and used.

Customer Account: is defined as each unique Customer Account, designated by a unique account number, for which the billing information is managed or displayed using the program, regardless of the number of individual account holders associated with such accounts.

Oracle Customer Data & Device Retention Service: a description of such service is found in the Technical Support section (Oracle Hardware and Systems Support Policies) at www.oracle.com/contracts and is incorporated by reference.

Customer Record: is defined as each unique Customer Record (including contact records, prospect records and records in external data sources) that you may access using the program.

Developer User/ Developer/ Developer Seat: 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. With respect to Developer Users only, such users may create, modify, view and interact with the programs and documentation.

Disk Drive: is defined as a spinning media device that stores data accessed by the Oracle Exadata Storage Server Software program.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle program from any source (not manually entered by licensed users) 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.

Employee: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. 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, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs.

Employee for HCM: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. The quantity of the licenses required is determined by the number of Employees for HCM and not the actual number of users. In addition, if you elect to outsource

any business function(s) to another company, the following must be counted for purposes of determining the number of Employees for HCM: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs. Employees for HCM may only use the licensed programs with Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name.

Employee 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 or not the individual is actively using the programs at any given time.

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

Exadata and Exalogic Elastic Cloud Installation Services, Start-Up Packs and Configuration/Upgrade Services: a description of such Exadata and/or Exalogic Elastic Cloud service(s) is found in the Advanced Customer Services section at www.oracle.com/contracts and is incorporated by reference.

Faculty User: is defined as an active teaching member of the faculty for an accredited academic institution; such user may only use the programs for academic and non-commercial use.

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.

\$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).

Full Time Equivalent (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.

Guest Room: is defined as the number of guest rooms managed by the program.

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.

1K Invoice Line: is defined as one thousand 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 Oracle.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You 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.

\$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.

Member Record: is defined as each unique customer loyalty program Member Record managed by the program. 100K Member Records shall mean one hundred thousand Member Records.

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

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

MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription and MySQL Standard Edition Annual Subscription: are defined as the right to use the specified program(s) in accordance with the applicable license metric and to receive Oracle Software Update License & Support for the specified program(s) and for MySQL Community Edition for the term specified on the order. MySQL Community Edition refers to MySQL that is licensed under the GPL license. Software Update License & Support for MySQL Community Edition does not include updates of any kind. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in your ordering document. If your order was placed through the Oracle Store, then the effective date is the date your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. You must obtain a subscription license for all servers where MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition are deployed and for all servers where MySQL Community Edition is deployed, If you obtain Oracle Software Update License & Support services for any servers where MySQL Community Edition is deployed, then you must also purchase a subscription license for all of such servers for which you have obtained Oracle Software Update License & Support services. You may obtain Oracle Software Update License & Support services for the MySQL Community Edition subscription licenses at any level (e.g., at the MySQL Cluster Carrier Grade Edition level, at the MySQL Enterprise Edition level and/or at the MySQL Standard Edition level). At the end of the specified term, you may renew your subscription, if available, at the then current fees for the applicable subscription. If you choose not to renew your subscription, your right to use the program(s) will terminate and you must de-install all applications, tools, and binaries provided to you under the applicable non-Community Edition license (e.g., the license for MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition). If you do not renew a subscription, you will not receive any updates (including patches or subsequent versions) and you may also be subject to reinstatement fees if you later choose to reactivate your subscription.

Named User Plus / Named User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non-human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Data Masking Pack for Non-Oracle Databases and Test Data Management Pack for Non-Oracle Databases, only the users of the program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

With respect to the following programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database and Applications Load Testing Accelerators, 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.

For the purposes of the following programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Real User Experience Insight and Application Replay Pack, all users of the respective managed application program must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate only (a) the users of the Oracle database from which you capture data and (b) the users of the Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Non Oracle Database only (a) the users of the Non Oracle database from which you capture data and (b) the users of the Non Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Mainframe, only (a) the users of the database from which you capture data and (b) the users of the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Teradata Replication Services, only (a) the users of the database from which you capture data and (b) the users of the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

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 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.

Oracle Financing Contract: is a contract between you and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under your order.

Oracle Standard Installation Services: a description of such hardware installation service(s) is found in the Advanced Customer Services section at www.oracle.com/contracts and is incorporated by reference.

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

Order Management 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. Order Management Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

Orders: is defined as the total number of distinct orders for all programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing, during a 12-month period. You may not exceed the licensed number of orders during any 12-month period.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, 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.

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, (with the exception of Java SE Support, Java SE Advanced, and Java SE Suite), 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 Non-Oracle Databases, System Monitoring Plug-in for Non-Oracle Middleware, Management Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Grid Engine, Data Masking Pack for Non-Oracle Databases and Test Data Management

Pack for Non-Oracle Databases, only the processors on which the 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 Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel and Application Management Suite for JD Edwards EnterpriseOne, all processors on which the middleware and/or database software that support the respective managed application program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Replay Pack and Real User Experience Insight, all processors on which the middleware software that supports the respective managed application program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Informatica PowerCenter and PowerConnect Adapters, 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 programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, 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.

For the purposes of the following programs: Oracle GoldenGate, and Oracle GoldenGate for Mainframe, only (a) the processors running the database from which you capture data and (b) the processors running the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Teradata Replication Services, only (a) the processors running the database from which you capture data and (b) the processors running the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle ATG Web Commerce Search, only the processors on which queries are processed must be counted. You do not need to count processors on which the program is running for indexing content in configured content sources as long as the foregoing is the only use of the program on all the processors installed in a given server.

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

1,000,000 Queries Per Day: is defined as one million queries to the MDEX engine, including but not limited to: text searches; changes to facet (refinement); page up/down through results (any text box query, change in facet selection, change in results viewed), from midnight to the next midnight (e.g., a day).

500,000 Requests Per Day: is defined as five hundred thousand requests from midnight to the next midnight (e.g., a day).

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

\$M Revenue Under Management: is defined as one million U.S. dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year for the product lines for which the programs are used.

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 stored in the Case Hub program. 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 the purposes of the Site Hub program a record is defined as the total number of unique site database records stored in the

RRS_SITES_B table of the Site Hub program. A site database record is a unique site (e.g., an asset, a building, part of a building (such as a store or a franchise within a store, an ATM, etc.)) stored in the Site Hub program.

For the programs listed above, 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 purposes of 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.

For the purposes of the Supplier Lifecycle Management and Supplier Hub programs, a record is defined as a unique business entity or company record stored as Supplier in the AP_SUPPLIERS table of the Supplier Lifecycle Management and Supplier Hub programs.

For the purposes of the Life Sciences Customer Hub program, a record is defined as the number of unique customer database records stored in such program. A customer database record is a unique physician (i.e., physical person) record which is stored as a contact for the Oracle Life Sciences Customer Hub program.

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.

Registered 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. Registered Users shall be business partners and/or customers and shall not be your employees.

Retail Register: is defined as any device designed to record any part of a sales transaction.

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.

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

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 Oracle.

Socket: is defined as a slot that houses a chip (or a multi-chip module), which contains a collection of one or more cores. Regardless of the number of cores, each chip (or multi-chip module) shall count as a single socket. All occupied sockets on which the Oracle program is installed and/or running must be licensed.

Oracle Solaris Premier Subscription for Non-Oracle Hardware per socket: is defined as the right to use the Oracle Solaris programs (as defined below) on hardware not manufactured by or for Sun/Oracle, and to receive Oracle Premier Support for Operating Systems services (limited to the Oracle Solaris programs), for the term specified in the ordering document. "Oracle Solaris programs" refers to the Oracle Solaris operating system and the separately licensed third party technology (as defined below). The Oracle Solaris programs may contain third party technology. Oracle may provide certain notices to you in program documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to you either under the terms of the agreement, or if specified in the program documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party

technology under the separate terms are not restricted in any way by the agreement.

The Oracle Solaris programs may include or be distributed with certain separately licensed components that are part of Java SE ("Java SE"). Java SE and all components associated with it are licensed to you under the terms of the Oracle Binary Code License Agreement for the Java SE Platform Products, and not under the agreement. A copy of the Oracle Binary Code License Agreement for the Java SE Platform Products can be found at www.oracle.com/contracts

This subscription is available only for a server that is certified by Oracle and listed on the Hardware Compatibility List (HCL) at <http://www.sun.com/bigadmin/hcl>. You must obtain a subscription license for each socket in the server. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in your ordering document. If your order was placed through the Oracle Store, then the effective date is the date your order was accepted by Oracle. Oracle Premier Support for Operating System services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of the specified term, you may renew your subscription, if available, at the then current fees for this subscription.

If your order specifies "1 – 4 socket server" then you may only use the subscription on a server with not more than 4 sockets. If your order specifies "5+ socket server" then you may use the subscription for servers with any number of sockets.

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.

Sun Ray Device: is defined as the Sun Ray computer on which the program is running.

Tape Drive: is 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 or Recovery Manager (RMAN) channel as equivalent to a tape drive.

Technical Reference Manuals: Technical Reference Manuals ("TRMs") are Oracle's confidential information. You shall use the TRMs solely for your internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware systems to the applications programs and (c) building extensions to applications programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You : (a) agree to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as you exercise to safeguard the confidentiality of your own most important confidential information or a reasonable degree of care, whichever is greater; (b) agree to maintain agreements with your agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle; acknowledge your employees are obligated to protect and use the TRMs in accordance with this paragraph; and agree to instruct your employees and agents of these requirements for the TRMs; (c) agree to restrict disclosure of the TRMs to those of your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) agree to maintain the TRMs at all times on your premises; and (e) agree not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to you "as-is" without any warranty of any kind. Upon termination, you shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Telephone Number: is defined as each unique telephone number for which the billing information is managed or displayed using the program, regardless of the number of individual account holders associated with such telephone numbers.

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

\$B in Total Assets: is defined as one billion US dollars of your latest published or internally available "Total Asset Value" as disclosed in your annual report and/or regulatory filings.

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

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.

1K Transactions: is defined as one thousand unique transactions processed through the program during a 12-month period. You may not exceed the licensed number of transactions during a 12-month period unless you acquire additional transaction licenses from Oracle. For Oracle Contact Center Anywhere, a unique transaction is defined as one of the following: inbound phone call, outbound phone call (direct dialed, preview dialed, predictive dialed, web call back), workgroup fax, workgroup email/voice mail, and chat session (inbound sessions / web collaboration with agents). For JD Edwards World Purchase Card Management, a unique transaction is defined as a single charge processed by the program.

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

Wireless handset: is defined as a mobile communications device such as a mobile telephone, PDA, or paging device, that has as primary functions wireless voice communications and data services provided through a service provider.

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

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.

1, 2, 3, 4, 5 Year Terms: A program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the program license shall terminate.

1 Year Hosting Term: A program license specifying a 1 Year Hosting 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 the program license shall terminate. A program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

1 Year Oracle Hosted Term: A program license specifying a 1 Year Oracle Hosted 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 the program license shall terminate. A program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

1 Year Subscription: A program license specifying a 1 Year Subscription 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 the program license shall terminate.

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

Failover: Subject to the conditions that follow below, your license for the programs listed on the U.S. Oracle Technology Price List, which may be accessed at <http://www.oracle.com/corporate/pricing/pricelists.html>, includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle program binary files are copied or synchronized.

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

- Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Oracle Database Standard Edition, when used with Oracle Real Application Clusters, may only be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.
- Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but you must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.
- With respect to the Java SE Advanced and Java SE Suite programs, you may not create, modify, or change the behavior of, or authorize your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at <http://oracle.com/contracts>. Additional copyright notices and license terms applicable to portions of the programs are set forth at <http://oracle.com/contracts>.
- Programs that contain "for Oracle Applications" in the program name are limited use programs. These limited use programs may only be used with "eligible" Oracle application programs that contain the following prefixes in the program name: Oracle Fusion, Oracle Communications*, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance and Oracle Primavera.. For those prefixes designated above with a "*" not all programs with that prefix are eligible for use with the "for Oracle Applications" limited use programs. For a list of excluded programs please review the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>. Notwithstanding anything above, Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the

program name and provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition and Oracle Customer Data Management Analytics, Fusion Edition programs. Any use of limited use programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

- Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.
- Oracle Business Intelligence Foundation for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Foundation Suite); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting, and analysis against extensions to the data warehouse drawn from source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Foundation Suite); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.
- Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasources or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.
- Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.
- Oracle SOA Suite for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other Oracle Applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.
- Oracle WebCenter Portal for Oracle Applications may be used only to surface eligible Oracle Application(s) and custom applications (collectively, "eligible applications"). Surfacing any third-party applications, including other applications from Oracle, requires a license for Oracle WebCenter Portal. Multiple eligible applications may be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications may be used to integrate the various WebCenter services (e.g., wikis, blogs, and discussions) into an application context, as well as to build out custom workflows and notifications between the eligible application and WebCenter Portal components. The content management features of the Oracle WebCenter Portal for Oracle Applications program may be used to store and manage documents created outside of the eligible application provided that such documents are related to the eligible application or to the application context.
- Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, to modify prepackaged imaging application document types, and to create and modify input mappings to imaging applications. Oracle WebCenter Imaging for Oracle Applications may also be used to invoke web service application programming interfaces (API's) from Oracle Application workflows. A license for WebCenter Imaging for Oracle Applications is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, to develop custom workflows, and to invoke APIs from custom workflows or custom application integrations.
- Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. The programs may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage or virtualization to data storage of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications
- Oracle Coherence Enterprise Edition for Oracle Applications may only be used within the same Java Virtual Machine as the eligible Oracle Application components.

- Hyperion Data Integration Management, Hyperion Data Integration Management Team Based Development, and the Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel are licensed by Computer. Each Computer license is limited to support the use of up to 8 CPUs and each Computer license must be licensed in increments of 8 CPUs. Each core is recognized as a CPU. For computers that have more than 8 CPUs, additional Computer licenses must be purchased based upon the amount of CPUs that you are using. For example, if you are using Hyperion Data Integration Management on 12 CPUs, you need to purchase 2 Computer licenses; if you are using Hyperion Data Integration Management on 17 CPUs, you need to purchase 3 Computer licenses. These programs may be used solely in connection with moving data into and out of a Hyperion Data Store(s) (data/metadata repository(ies) delivered with the Hyperion programs.) These programs may not be used to extract data from a non-Hyperion Data Store(s) to load a custom data warehouse (a data warehouse not built solely from data from a Hyperion Data Store(s)). The Hyperion Data Integration Management Computer license allows for such program to 1) connect to the following relational databases only: Oracle, Sybase, IBM DB2, MS SQL Server and 2) source from and write to an unlimited number of flat file/XML files. Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel must be licensed separately to allow Hyperion Data Integration Management to connect to these additional sources.
- The number of Hyperion program option licenses must match the number of licenses of the associated Hyperion program.
- The license for the Hyperion Planning Plus program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs may only be used to access data from the Hyperion Planning Plus program. The Oracle Data Integrator – Target Database program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.
- The license for the Hyperion Profitability and Cost Management program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs may only be used to access data from the Hyperion Profitability and Cost Management program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.
- The license for the Hyperion Data Relationship Management program includes a limited use license for both the WebLogic Server Standard Edition and BPEL Process Manager programs. Such limited use license means that the WebLogic Server Standard Edition and BPEL Process Manager programs may only be used to enable workflow functions in order to process requests within the Hyperion Data Relationship Management program.
- You may run only one data repository of the Oracle Real User Experience Insight per server regardless of the number of processors that are licensed for a server.

If you purchase Named User Plus licenses for the programs listed below, you must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Times Ten In-Memory Database	25 Named Users Plus per Processor
Cloud File System	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
Data Integrator Enterprise Edition	25 Named Users Plus per Processor
GoldenGate	25 Named Users Plus per Processor
GoldenGate for Non Oracle Database	25 Named Users Plus per Processor
GoldenGate Veridata	25 Named Users Plus per Processor
GoldenGate for Teradata Replication Services	25 Named Users Plus per Processor
Java SE Advanced	10 Named Users Plus per Processor
Java SE Suite	10 Named Users Plus per Processor
WebLogic Server Standard Edition	10 Named Users Plus per Processor
WebLogic Server Enterprise Edition	10 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor
Web Tier	10 Named Users Plus per Processor
Coherence Standard Edition	10 Named Users Plus per Processor

Coherence Enterprise Edition	10 Named Users Plus per Processor
Coherence Grid Edition	10 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
GlassFish Server	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
Enterprise Gateway	10 Named Users Plus per Processor
BPEL Process Manager	10 Named Users Plus per Processor
WebLogic Integration	10 Named Users Plus per Processor
Service Registry	10 Named Users Plus per Processor
Enterprise Repository	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Tuxedo	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Unified Business Process Management Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Event-Driven Architecture Suite	10 Named Users Plus per Processor
Business Intelligence Standard Edition	10 Named Users Plus per Processor
B2B for RosettaNet	10 Named Users Plus per Processor
B2B for EDI	10 Named Users Plus per Processor
Healthcare Adapter	10 Named Users Plus per Processor
B2B for ebXML	10 Named Users Plus per Processor
WebCenter Suite	10 Named Users Plus per Processor
WebCenter Services	10 Named Users Plus per Processor
Universal Content Management Standard Edition	10 Named Users Plus per Processor
Universal Content Management	10 Named Users Plus per Processor
Imaging and Process Management	10 Named Users Plus per Processor
Content Conversion Server	10 Named Users Plus per Processor
Distributed Document Capture	10 Named Users Plus per Processor
Directory Services Plus	10 Named Users Plus per Processor
WebCenter Real-Time Collaboration	10 Named Users Plus per Processor
WebCenter Intelligent Collaboration	10 Named Users Plus per Processor
On Track Communication Standard Edition	10 Named Users Plus per Processor
On Track Communication Enterprise Edition	10 Named Users Plus per Processor
Enterprise Gateway for Access Management	10 Named Users Plus per Processor
Beehive Enterprise Messaging Server	10 Named Users Plus per Processor
Beehive Enterprise Collaboration Server	10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the program is installed on a one-processor machine that allows for a maximum of one user per program.

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database
Business Intelligence Standard Edition One	50 Named Users Plus

If licensing by Named User Plus, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the times the respective programs were licensed. If licensing by Processor, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the programs are licensed at different times, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed; in that case the number of cores used to determine the number of licensed processors for the programs listed below in column A must match the number of cores used to determine the number of licensed processors of the associated program listed in Column B. Associated programs are those programs being used in conjunction with the program in Column A.

Column A	Column B
Database Enterprise Edition Options*- Real Application Clusters, Real Application Clusters One Node, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Database Vault, Active Data Guard, Real Application Testing, Advanced Compression, Total Recall, Retail Data Model, Communications Data Model Database Enterprise Management*- Diagnostics Pack, Tuning Pack, Database Lifecycle Management Pack, Cloud Management Pack for Oracle Database	Oracle Database Enterprise Edition, Audit Vault Server
RDB Server Options*- TRACE	Rdb Enterprise Edition, CODASYL DBMS
WebLogic Suite Options**- BPEL Process Manager Option, Service Bus, SOA Suite for Oracle Middleware, Business Process Management Suite	WebLogic Suite
Application Server Enterprise Management**- WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition, Cloud Management Pack for Oracle Fusion Middleware	Associated application server program being managed by the program in Column A.
Management Pack for Oracle Coherence**	Coherence Enterprise Edition, Coherence Grid Edition
Management Pack for Oracle GoldenGate*	GoldenGate, GoldenGate for Non Oracle Database, GoldenGate for Mainframe
Business Intelligence Server Enterprise Edition Options- Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing	Business Intelligence Server Enterprise Edition
Business Intelligence Suite Enterprise Edition Plus Option- Business Intelligence Management Pack	Business Intelligence Suite Enterprise Edition Plus
Beehive Platform Options- Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration, Beehive Voicemail	Beehive Platform
Hyperion Financial Data Quality Management Options- Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP	Hyperion Financial Data Quality Management
Hyperion Financial Data Quality Management for Hyperion Enterprise Option- Hyperion Financial Data Quality Management Adapter Suite	Hyperion Financial Data Quality Management for Hyperion Enterprise
Hyperion Financial Data Quality Management for Hyperion Enterprise Option- Hyperion Financial Data Quality Management Adapter Suite	Hyperion Financial Data Quality Management for Hyperion Enterprise
Hyperion Data Integration Management Options- Hyperion Data Integration Management Source Adapter, Hyperion Data Integration Management Team Based Development	Hyperion Data Integration Management

Hyperion Data Integration Management Options- Hyperion Data Integration Management Source Adapter, Hyperion Data Integration Management Team Based Development	Hyperion Data Integration Management
--	--------------------------------------

*If licensing by Named User Plus you must maintain, at a minimum, 25 Named Users Plus per Processor per associated program.

** If licensing by Named User Plus you must maintain, at a minimum, 10 Named Users Plus per Processor per associated program.

Licensing Rules for ATG Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.
- The Oracle ATG Web Commerce Business Intelligence program and the Oracle ATG Web Commerce Business Intelligence Administrator program may only be used in conjunction with either the Oracle ATG Web Commerce program and/or the Oracle ATG Web Knowledge Manager program. You may, however, expand your data model to include other information provided the additional information supplements information is already included in the Oracle ATG Web Commerce program or in the Oracle ATG Knowledge Manager program.
- The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2) processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.

Licensing Rules for JD Edwards Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.
- The JD Edwards EnterpriseOne programs include Adobe PDF Library. The programs also include GNU libgmp library; copyright 1991 Free Software Foundation, Inc. This library is free software that can be modified and redistributed under the terms of the GNU Library General Public License contained in the programs. The programs may also contain other third party products.
- 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.
- The Foundation program contains the development foundation environment/toolkit. You understand and acknowledge that any software program developed with the functionality of the development foundation environment/toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE
- The Oracle Technology Foundation for JD Edwards EnterpriseOne and the Oracle Technology Foundation for JD Edwards EnterpriseOne Upgrade programs each include a limited use license for Oracle Database Standard Edition. The database may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. The database may be installed on an unlimited number of processors. If you require features and functions beyond those included with the Oracle Database Standard Edition, or if you require use of Oracle Database beyond your JD Edwards EnterpriseOne implementation, you may purchase a non-limited use license by contracting directly with Oracle or one of its authorized distributors.

The license for each of these programs also includes a limited use license for the following components of Oracle Fusion Middleware: Oracle Application Server Standard Edition or Oracle WebLogic Server Standard Edition (either of these products may be used, but both products cannot be used for the same function); Oracle JRockit JVM; Oracle Application Server Portal; Oracle WebCenter Services; Oracle BPEL Process Manager; Oracle Business Activity Monitoring; Oracle Application Server Single Sign-On; Oracle Access Manager Basic; Oracle Application Server Web Cache; and Oracle Business Intelligence Publisher. These components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. These components may be installed on an unlimited number of processors. If you require use of these components beyond your JD

Edwards EnterpriseOne implementation you may purchase a non-limited use license for any of the Oracle components by contracting directly with Oracle or one of its authorized distributors.

For the purpose of using Oracle Business Intelligence Publisher, Oracle will include a limited use license of Business Intelligence Publisher for use with JD Edwards EnterpriseOne programs. Any use of Business Intelligence Publisher outside of a JD Edwards EnterpriseOne program, such as with a your own "custom" applications as well as with other Oracle applications (including but not limited to Siebel Applications, PeopleSoft Applications, and/or Oracle Applications) will require a full use license of Business Intelligence Publisher. Business Intelligence Publisher may be installed on an unlimited number of processors.

The development tools included with these programs may be used solely with the licensed JD Edwards EnterpriseOne programs and may not be used to create new applications. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE JD EDWARDS ENTERPRISE ONE PROGRAM WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

- The Technology Foundation and Technology Foundation Upgrade programs each include the following "IBM Components": IBM DB2 Universal Database, IBM WebSphere Application Server and IBM WebSphere Portal (as contained in Collaborative Portal). IBM Components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. You may obtain a general license for any of the IBM Components by contracting directly with IBM or one of its authorized distributors. The development tools included in this program may be used solely with the licensed JD Edwards EnterpriseOne programs and may not be used to create new applications. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

Licensing Rules for Oracle E-Business Suite Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.
- The option Activity Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Field Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Marketing Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Sales Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.

Licensing Rules for PeopleSoft Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.
- 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.
- The programs listed below include a license to use Business Analysis Modeler – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft programs you have licensed. Oracle will deliver this program to you per the delivery terms in your order.
Integrated FieldService, Marketing, Mobile Sales, Online Marketing, Order Capture, Order Capture Self Service, Sales, Support for Customer Self Service.
- Your use of the Campus Self Service program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at <http://oracle.com/contracts>.
- PeopleTools - Enterprise Development shall be used solely to develop applications for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Verity search engine provided as part of this program for the purpose of developing applications.
- Each PeopleTools - Enterprise Development Starter Kit program shall be used solely by 5 application users to develop applications containing no more than a total of 20 components (as defined in the program documentation) for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Verity search engine provided as part of this program for the purpose of developing applications.
- You may use PeopleTools – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft Enterprise programs you have licensed. Oracle will deliver this program to you per the delivery terms in your order.
- The Process Modeler Client program may only be used with PeopleSoft Enterprise or JD Edwards EnterpriseOne programs you have licensed from Oracle. You shall not use this program with any other software.
- The license for the Student Administration program includes a limited use license for the Human Resources, Benefits Administration and the Payroll for North America programs. Such limited use license means that the Human Resources, Benefits Administration and the Payroll for North America Software modules shall only be used in order to access the features and functions of the Student Administration program. Your use of the Student Administration program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at <http://oracle.com/contracts>.

Licensing Rules for Primavera Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.
- For the purposes of the following Primavera programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, you acknowledge that you have both read and understand the limited Software Update License & Support services that are available for these programs, as described in Oracle's Technical Support Policies.
- For purposes of the Primavera SureTrak and Primavera P3 Project Planner programs, you acknowledge that the agreement delivered to you with these programs (i.e., the Oracle License and Services Agreement), and not the end user license agreement contained in the product installation, governs the end user's use of these programs.
- For the purposes of the Primavera Web Services program, developers and end users who are not already licensed for Primavera P6 Enterprise Project Portfolio Management and who need access to applications created using P6 Web Services and/or P6 Java APIs, must be licensed for the Primavera Web Services program.

Licensing Rules for Siebel Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.
- For the Siebel Branch Teller Services program, Siebel Internet Banking Services program, Siebel Retail Finance Foundation Services program and the Siebel Financial Transactions Workbench program, you may use third party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the program documentation, all in accordance with the program documentation, and provided that such materials or modified materials shall be used solely with your licensed use of such programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely exploit the programs, ancillary programs, program documentation, or any other materials provided by Oracle, or to permit third parties to do so.
- The Siebel Details Program includes a license for 20 Concurrent Users that authorizes you to use the program on only one Computer for a maximum of 20 Concurrent Users at any given time.

- The Siebel Marketing Server program is licensed on a Computer basis together with the number of unique Customer Records that you may access using the program.
- The Siebel Pharma Marketing Server is licensed on the basis of the number of unique Customer Records that you may access using the program together with the number of Brands that you may manage using the program.
- The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users.
- The users or processors of the Siebel Web Channel program may access a maximum of 15 Objects. An "Object" is defined as each data entity within the Business Object Layer of the programs that is defined in the Siebel Tools program.
- The Siebel Data Quality License may only be used with Oracle Master Data Management or Oracle CRM deployments.

Licensing Rules for Programs Licensed per UPK Module

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

Licensing Rules for MySQL Programs

- The MySQL programs may contain third party technology. Oracle may provide certain notices to you in program documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to you either under the terms of the agreement, or if specified in the program documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement.

EXHIBIT B

APPLICATIONS LICENSING TABLE DATED FEBRUARY 14, 2012

Applications Licensing Table

The Applications Licensing Table provides an overview of Oracle's licensing rules and restrictions for use of specific Oracle Applications with specific Oracle Technology. This document is broken into the following sections:

- Oracle Technology Prerequisite Rules for Oracle E-Business Suite Applications
- Oracle Application Specific Technology Products
- Oracle Application Integration Architecture
- Oracle Business Intelligence Publisher
- Oracle Demantra
- Oracle Governance, Risk, and Compliance
- Oracle JD Edwards EnterpriseOne
- Oracle Master Data Management
- Oracle Primavera
- Oracle Self-Service E-Billing Business Edition
- Oracle Self-Service E-Billing Consumer Edition
- Oracle Siebel Mobile Sales Assistant Data Access
- Oracle Siebel Warranty Validation Server

Oracle Technology Prerequisites Rules for Oracle E-Business Suite Applications

This section provides an overview of Oracle's licensing prerequisites for the underlying database and other technologies when license Oracle E-Business Suite Applications as it relates to the level of modifications that are performed to the application programs. Additional prerequisites may apply to specific application programs, please contact your Oracle sales representative for more information.

Please note that there are two tables: one table applicable for orders after February 28, 2007 (see pages 3 and 4); and one table applicable for orders up to and including February 28, 2007 (see pages 5 and 6).

Oracle distinguishes between three levels of modifications to its Oracle E-Business Suite Applications, which have increasing licensing requirements for the underlying database and other technologies. These modification levels are:

No Modifications: The customer is deploying the application without modifications. In this case, the customer receives a restricted-use license for the Oracle Database Enterprise Edition, Oracle Internet Application Server Enterprise Edition, which includes WebLogic Server Basic, and a limited set of other products. This restricted-use license may only be used to run with the licensed application(s); it cannot be used for any other purposes.

Modifications implemented as Java programs and/or modifications to Forms, Reports and/or Workbooks: These modifications include any creation or modification of reports, forms, and/or workbooks. In addition, modifications implemented as Java programs, which include Java that produces html interface or Java business logic fall under this category. In these two scenarios, the customer receives a restricted-use license for the Oracle Database Enterprise Edition and a limited set of other products. This restricted-use license may only be used to run with the licensed application(s); it cannot be used for any other purposes. Additionally, the customer is required to purchase licenses for a limited set of products, including Oracle Internet Application Server Enterprise Edition for the total number of end users¹ or processors for which the modifications are deployed.

Modifications to the database: Examples of these modifications include adding and/or modifying the tables, columns, stored procedures and triggers, which are the part of Oracle E-Business Suite application schema. In this situation, the customer is required to purchase licenses for the Oracle Database Enterprise Edition, as well as Oracle Internet Application Server Enterprise Edition for the total number of end users¹ or processors for which the modifications are deployed. The customer receives a restricted-use license of a limited set of products. Additionally, a limited set of other products is required to be licensed as defined in the following table.

Note: If the date of your order was after February 28, 2007 and you were not an existing Oracle E- Business Suite Applications customer as of that date, please use the table on the follow page.

Types of Modification to Oracle's E-Business Suite Applications	To be licensed in addition to the Oracle E-Business Suite Appliation(s)		
	Oracle Database Enterprise Edition	Oracle Internet Application Server Enterprise Edition	Oracle Development Tools & Technology
No Modifications	<p>Not Required.</p> <p>Restricted-use license may only be used to run licensed Oracle E-Business Suite Applications.</p>	<p>Not Required.</p> <p>Restricted-use license may only be used to run licensed Oracle E-Business Suite Applications.</p>	<p>Not Required. Oracle Alert, Application Object Library, Report Manager, Oracle Applications Manager, EDI Gateway, XML Gateway.</p> <p>Restricted-use: Internet Developer Suite for installing and configuring discoverer workbooks and end user layer content. Additionally, Internet Developer Suite for warehouse metadata to support EDW delivered with Oracle Apps (Forms and Report Builders for diagnostics purposes only). Oracle Programmer for the underlying technology as invoked by the unmodified E-Business Suite Applications. Restricted-use for Oracle Licensed applications users only; Business Intelligence Publisher² to publish information from Oracle Applications.</p>

Types of Modification to Oracle's E-Business Suite Applications	To be licensed in addition to the Oracle E-Business Suite Application(s)		
	Oracle Database Enterprise Edition	Oracle Internet Application Server Enterprise Edition	Oracle Development Tools & Technology
<p>Modifications implemented as Java programs which include Java that produces html interface or Java business logic</p> <p>AND / OR</p> <p>Modifications to Forms, Reports, and/or Workbooks</p>	<p>Not Required.</p> <p>Restricted-use license may only be used to run licensed Oracle E-Business Suite Applications.</p>	<p>Licenses required: For total number of end users¹ or Processors for which the modifications are deployed.</p>	<p>Not Required: Oracle Alert, Application Object Library, Report Manager, Oracle Applications Manager, EDI Gateway, XML Gateway.</p> <p>Restricted-use: Oracle Programmer for the underlying technology as invoked by the unmodified E- Business Suite Applications.</p> <p>Licenses required: Internet Developer Suite and/or Discoverer Desktop Edition for developers making modifications; JDeveloper for all developers who build Java programs which access application schema and who are not licensed for Internet Developer Suite; For client server workbooks, Discoverer Desktop Edition for total number of actual users³.</p>

Types of Modification to Oracle's E-Business Suite Applications	To be licensed in addition to the Oracle E-Business Suite Application(s)		
	Oracle Database Enterprise Edition	Oracle Internet Application Server Enterprise Edition	Oracle Development Tools & Technology
Modifications to the Database	License required: For total number of actual users ³ or Processors.	License required: For total number of end users ¹ or Processors for which the modifications are deployed.	<p>Not required: Oracle Alert, Application Object Library, Report Manager, Oracle Applications Manager, EDI Gateway, XML Gateway.</p> <p>License required: Internet Developer Suite and Oracle Programmer for developers making modifications; JDeveloper for developers who use o build Java programs which access application schema and who are not licensed for Internet Developer Suite; For client server workbooks, Discoverer Desktop Edition for total number of actual users³.</p>

Notes

- ¹ End Users: All users and/or devices accessing modified E-Business Suite Applications running on Oracle Database must be licensed. Minimums must be met.
- ² Business Intelligence Publisher (BI Publisher): E-Business Suite Applications include a restricted use of BI Publisher (see restricted-use information in Business Intelligence Publisher section).
- ³ Actual Users: All users and/or devices accessing E-Business Suite Applications running on Oracle Database must be licensed. Minimums must be met.

If the date of your order was prior to or on February 28, 2007, please use the following table:

Types of Modification to Oracle's E-Business Suite Applications	To be licensed in addition to the Oracle E-Business Suite Application(s)		
	Oracle Database Enterprise Edition	Oracle Internet Application Server Enterprise Edition	Oracle Development Tools & Technology
No Modifications	<p>Not Required.</p> <p>Restricted-use license may only be used to run licensed Oracle E-Business Suite Applications.</p>	<p>Not Required.</p> <p>Restricted-use license may only be used to run licensed Oracle E-Business Suite Applications.</p>	<p>Not Required. Oracle Alert, Application Object Library, Report Manager, Oracle Applications Manager, EDI Gateway, XML Gateway.</p> <p>Restricted-use: Internet Developer Suite for installing and configuring discoverer workbooks and end user layer content. Additionally, Internet Developer Suite for warehouse metadata to support EDW delivered with Oracle Apps (Forms and Report Builders for diagnostics purposes only). Oracle Programmer for the underlying technology as invoked by the unmodified E-Business Suite Applications. Restricted-use for Oracle Licensed applications users only: Business Intelligence Publisher² to publish information from Oracle Applications.</p>

Types of Modification to Oracle's E-Business Suite Applications	To be licensed in addition to the Oracle E-Business Suite Application(s)		
	Oracle Database Enterprise Edition	Oracle Internet Application Server Enterprise Edition	Oracle Development Tools & Technology
<p>Modifications implemented as Java programs which include Java that produces html interface or Java business logic</p> <p>AND / OR</p> <p>Modifications to Forms, Reports, and/or Workbooks</p>	<p>Not Required.</p> <p>Restricted-use license may only be used to run licensed Oracle E-Business Suite Applications.</p>	<p>Licenses required: For total number of end users¹ or Processors for which the modifications are deployed.</p>	<p>Not Required: Oracle Alert, Application Object Library, Report Manager, Oracle Applications Manager, EDI Gateway, XML Gateway.</p> <p>Restricted-use: For Oracle licensed applications users only: Customer Data Hub. Oracle Programmer for the underlying technology as invoked by the unmodified E- Business Suite Applications.</p> <p>Licenses required: Internet Developer Suite and/or Discoverer Desktop Edition for developers making modifications; JDeveloper for all developers who build Java programs which access application schema and who are not licensed for Internet Developer Suite; For client server workbooks, Discoverer Desktop Edition for total number of actual users³.</p>

<p>Modifications to the Database</p>	<p>License required: For total number of actual users³ or Processors.</p>	<p>License required: For total number of end users¹ or Processors for which the modifications are deployed.</p>	<p>Not required: Oracle Alert, Application Object Library, Report Manager, Oracle Applications Manager, EDI Gateway, XML Gateway.</p> <p>Restricted-use: Diagnostic Pack restricted to the instance of the database where the application is run (if there are other database instances not pertaining to the application and the customer wants to use Diagnostic Pack, the customer must buy a full use license of the Diagnostic Pack of the other database instances). Restricted-use for Oracle licensed Applications users only: Customer Data Hub.</p> <p>License required: Internet Developer Suite and Oracle Programmer for developers making modifications; JDeveloper for developers who use or build Java programs which access application schema and who are not licensed for Internet Developer Suite; For client server workbooks, Discoverer Desktop Edition for total number of actual users³.</p>
--------------------------------------	--	--	--

Notes

¹ End Users: All users and/or devices accessing modified E-Business Suite Applications running on Oracle Database must be licensed. Minimums must be met.

² Business Intelligence Publisher (BI Publisher): E-Business Suite Applications include a restricted use of BI Publisher (see restricted-use information in Business Intelligence Publisher section).

³ Actual Users: All users and/or devices accessing E-Business Suite Applications running on Oracle Database must be licensed. Minimums must be met.

Oracle Application Specific Technology Products

Oracle Application Specific Technology Products are available on the Oracle Technology Global Price List. These Application Specific Technology Products include:

- Application Management Pack for Oracle Fusion Applications
- Berkeley DB – High Availability for Oracle Applications
- Berkeley DB – Transactional Data Store for Oracle Applications
- Berkeley DB Java Edition – High Availability for Oracle Applications
- Berkeley DB Java Edition – Transactional Data Store
- BPEL Process Manager for Oracle Applications
- Business Intelligence Foundation Suite for Oracle Applications
- Business Intelligence Publisher for Oracle Applications
- Business Intelligence Suite Enterprise Edition Plus for Oracle Applications
- Coherence Enterprise Edition for Oracle Applications
- Data Integrator Enterprise Edition for Oracle Applications
- Identity and Access Management Suite for Oracle Applications
- In-Memory Database Cache for Oracle Applications
- SOA Suite for Oracle Middleware for Oracle Applications
- Unified Business Process Management Suite for Oracle Applications
- WebCenter Imaging for Oracle Applications
- WebCenter Portal for Oracle Applications
- WebLogic Suite for Oracle Applications

Note: please refer to Oracle Technology Global Price List and the Oracle Technology Global Price List Supplement for details on pricing and licensing as well as consult with your Oracle sales representative for more information.

Programs that contain “for Oracle Applications” in the program name are limited use programs. These limited use programs may only be used with “eligible” Oracle applications programs that contain the following prefixes in the program name:

- Oracle Argus
- Oracle Communications (Except Oracle Communications Billing and Revenue Management Integration Pack for Oracle E-Business Suite: Revenue Accounting)
- Oracle Documaker
- Oracle Enterprise Taxation (Except Oracle Enterprise Taxation Management Integration to Oracle E-Business Suite Financials General Ledger and Accounts Payable, Oracle Enterprise Taxation Management Integration to Siebel Public Sector for Taxpayer Service, Oracle Enterprise Taxation Management Integration to Siebel Public Sector for Case Management, Oracle Enterprise Taxation Management Integration to PeopleSoft Enterprise Financials General Ledger and Accounts Payable)
- Oracle Financial Services (Except Oracle Financial Services Funds Transfer Pricing, Oracle Financial Services Asset Liability Management, Oracle Financial Services Profitability Management, Oracle Financial Services Pricing Management, Oracle Financial Services Transfer Pricing Component, Oracle Financial Services Provisioning)
- Oracle FLEXCUBE
- Oracle Fusion
- Oracle Health Sciences
- Oracle Healthcare (Except Oracle Healthcare Transaction Base)
- Oracle Insurance
- Oracle Legal
- Oracle Mantas
- Oracle Media

- Oracle Primavera
- Oracle Retail (Except Oracle Retail Merchandising Integration Pack for PeopleSoft Enterprise Financials: Financial Operations Control)
- Oracle Reveleus
- Oracle Tax
- Oracle Utilities (except Oracle Utilities Customer Care and Billing Integration to JD Edwards Financials for General Ledger and Accounts Payable, Oracle Utilities Customer Care and Billing Integration to PeopleSoft Enterprise Financials for General Ledger and Accounts Payable, Oracle Utilities Customer Care and Billing Integration to Oracle E-Business Suite Financials for General Ledger and Accounts Payable, Oracle Utilities Customer Care and Billing Integration to Oracle Utilities Meter Data Management, Oracle Utilities Customer Care and Billing Integration to Oracle Utilities Network Management System)

Notwithstanding anything above, Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with “eligible” Oracle application programs that contain “Oracle Fusion Human Capital Management” as a prefix in the program name and provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance.

Business Intelligence Foundation Suite for Oracle Applications is eligible for use with the following eight Oracle Business Intelligence Applications provided Oracle Fusion Applications is the only data source:

- Financial Analytics, Fusion Edition;
- Human Resources Analytics, Fusion Edition;
- Marketing Analytics, Fusion Edition;
- Partner Analytics, Fusion Edition;
- Procurement & Spend Analytics, Fusion Edition;
- Project Analytics;
- Sales Analytics, Fusion Edition; and
- Supply Chain and Order Management Analytics, Fusion Edition.

Oracle Business Intelligence Foundation Suite for Oracle Applications is also eligible for use with the following three programs: Oracle Product Information Management Analytics, Fusion Edition; Oracle Customer Data Management Analytics, Fusion Edition (both listed on the Oracle Business Intelligence Applications Global Price Lists); and Oracle Product Lifecycle Analytics (available on the Oracle E-Business Suite Applications Global Price List). Any use of limited use programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

Additional Requirements

In addition, the following 11 Application Specific Technology Products have additional requirements that have to be met:

- Oracle Application Management Pack for Oracle Fusion Applications
- Oracle BPEL Process Manager Option for Oracle Applications
- Oracle Business Intelligence Foundation Suite for Oracle Applications
- Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications
- Oracle Coherence Enterprise Edition for Oracle Applications
- Oracle Data Integrator Enterprise Edition for Oracle Applications
- Oracle Identity and Access Management Suite Plus for Oracle Applications
- Oracle SOA Suite for Oracle Middleware for Oracle Applications
- Oracle WebCenter Imaging for Oracle Applications
- Oracle WebCenter Portal for Oracle Applications

– Oracle WebLogic Suite for Oracle Applications

The additional requirements for these above 11 products are as follows:

Oracle Application Management Pack for Oracle Fusion Applications can only be licensed with WebLogic Suite/WebLogic Suite for Oracle Applications, together with the SOA Suite for Oracle Middleware/SOA Suite for Oracle Middleware for Oracle Applications and must match the number of licenses to the associated WebLogic Suite/WebLogic Suite for Oracle Applications and the SOA Suite for Oracle Middleware/SOA Suite for Oracle Middleware for Oracle Applications.

Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within Oracle Applications. Workflow interactions between Oracle and non Oracle Applications are allowed as long as they are enabled/initiated within Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an Oracle Application either natively (via Web Services) or via an adapter.

Oracle Business Intelligence Foundation Suite for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an Oracle Applications transaction database itself or an extraction, in whole or in part, of an Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Foundation Suite); or (ii) the data warehouse is a pre-packaged Oracle Applications data warehouse, with any customizations necessary to reflect customizations in the Oracle Applications, and restricted only to the Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Foundation Suite); or (iii) the dimensions of each Essbase OLAP Cube are sourced from Oracle Applications.

Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications (as noted previously in this document) may only be used with “eligible” Oracle application programs that contain “Oracle Fusion Human Capital Management” as a prefix in the program name and provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance.

Oracle Coherence Enterprise Edition for Oracle Applications is limited for use within the same JVM as the Oracle Applications components.

Oracle Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.

Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. Oracle Identity and Access Management Suite Plus for Oracle Applications may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage - or virtualization to data storage - of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications.

Oracle SOA Suite for Oracle Middleware for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other Oracle applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the

services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.

Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, modify pre-packaged imaging application document types, and create and modify input mappings to imaging applications. Imaging can also invoke Web service API's from Oracle Application workflows. A full-use license of WebCenter Imaging is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, develop custom workflows, and invoke APIs from custom workflows or custom application integrations.

Oracle WebCenter Portal for Oracle Applications can be used only to surface the eligible Oracle application and custom applications. Surfacing any third-party applications, including other applications from Oracle, requires a full-use license. Multiple eligible Oracle applications can be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications can be used to integrate the various WebCenter Services (Wikis, Blogs, Discussions, etc.) into an application context, as well as build out custom workflows and notifications between the eligible Oracle application and WebCenter Portal components. The content management features can be used to store and manage documents created outside the eligible application provided that they are related to the eligible application or application context.

Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasource or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.

OracleApplicationIntegrationArchitecture

All Application Integration Architecture (AIA) products listed in the following pages include restricted-use rights of Oracle Technology and must adhere to the full-use rules noted below.

All Application Integration Architecture (AIA) pre-built integrations include restricted-use licenses of supporting Oracle Technology products/components that can be used to configure, modify and extend the integration packs to meet customer's business requirements within the context of the delivered business process and Application(s).

However, full-use licenses of the necessary Oracle Technology products would be required if a customer wishes to do either of the following:

- 1) Add another application system (a "new spoke") to the AIA pre-built integration (i.e., a new application beyond the original applications the AIA program provided integration for); or
- 2) Use additional Enterprise Business Objects (EBO) from the Foundation Pack Library.

1) In cases where an additional application system is added to the Application Integration Architecture pre-built integration, but no additional Enterprise Business Object is used from the Foundation Pack Library, full-use licenses of the following Oracle Technology products are required:

- i. WebLogic Suite (for use of Internet Application Server Enterprise Edition)
- ii. SOA Suite for Oracle Middleware
- iii. Data Integrator Enterprise Edition (when used in the pre-built integration)
- iv. Oracle Database Enterprise Edition

Example: A customer buys the "Order-to-Cash" Process Integration Pack between Siebel CRM and Oracle E-Business Suite and now wants to add another system such as the customer's own "web order portal" to support the same business process. This would be considered another application system and would require full-use licenses of the Oracle Technology products noted directly above. Another application system could also be another application instance, custom built, legacy or a third-party application system.

2) In cases where an additional Enterprise Business Object from the Foundation Pack Library is used, full-use licenses of the following Oracle Technology products and AIA product are required:

- i. WebLogic Suite (for use of Internet Application Server Enterprise Edition)
- ii. SOA Suite for Oracle Middleware
- iii. Data Integrator Enterprise Edition (when used in the pre-built integration)
- iv. Oracle Database Enterprise Edition
- v. Application Integration Architecture Foundation Pack

Example: A customer buys the "Order-to-Cash" Process Integration Pack between Siebel CRM and Oracle E- Business Suite and now wants to extend the integration to include a new business object, such as "Asset" or integration flow, such as "Payment Terms." This would require full-use licenses of the Oracle Technology products noted directly above.

Oracle Service Registry is an optional component for Application Integration Architecture Foundation Packs and/or Process Integration Packs. You can install and use AIA products without Oracle Service Registry. However, if a customer wants to use Oracle Service Registry to manage only AIA objects and services at runtime, a restricted-use license of Oracle Service Registry is included.

The restricted-use license of Oracle Service Registry allows customers to view/edit objects and services included with AIA products. If a customer wants to use Oracle Service Registry to manage other content than standard out-of-the- box AIA content, the purchase of a full-use license of Oracle Service Registry is required.

Restricted-use license of Oracle Service Registry for AIA is limited to the following:

- 1) Viewing and consuming Oracle AIA content (Oracle intellectual property) available with their licensed AIA Foundation Pack and/or Process Integration Packs. The pre-built AIA content includes: Services/Binding Templates (WSDL), Schemas (XSD) and Transforms (XSLT/XQUERY);
- 2) Making limited modifications and extensions to the AIA content only in accordance with the AIA extension mechanism, and not for other purposes:
 - I. Adding custom attributes to the AIA schemas
 - II. Adding corresponding transforms for the custom attributes
 - III. Modifying out-of-the-box AIA services taxonomy/categorization
 - IV. Modifying out-of-the-box AIA endpoint binding templates
 - V. Adding new taxonomies or models to categorize (1) the out-of-the-box and (2) the extended Oracle AIA content

Any of the following conditions would trigger the full-use license of Oracle Service Registry with AIA:

- I. Adding custom business services
 - II. Adding new operation to an existing service
 - III. Registering your own in-house services
 - IV. Adding new taxonomies or models to categorize customer specific content (from 1, 2, 3 above)
 - V. Modifying attributes and other metadata in Oracle Service Registry other than through the AIA extension mechanism
- The following Application Integration Architecture (AIA) products include restricted-use rights of Oracle Technology and must adhere to the full-use rules noted above:

Application Integration Architecture Process Integration Packs

- Agile Product Lifecycle Management Integration Pack for Oracle E-Business Suite: Design to Release
- Agile Product Lifecycle Management Integration Pack for SAP: Design to Release
- CRM On Demand Integration Pack for JD Edwards EnterpriseOne: Lead to Order
- Design to Release Integration Pack for Agile Product Lifecycle Management and JD Edwards EnterpriseOne
- Design to Release Integration Pack for Agile Product Lifecycle Management for Process and Oracle E-Business Suite Process Manufacturing

- Driver Management Integration Pack for Oracle Transportation Management and Oracle E-Business Suite
- Financial Management Integration Pack for Oracle Transportation Management and Oracle E-Business Suite
- Financial Operations Control Integration Pack for Oracle Retail Merchandise Operations Management and E-Business Suite Financials
- Financials Accounting Hub Integration Pack for PeopleSoft General Ledger
- Lead to Order Integration Pack for Oracle CRM On Demand and JD Edwards World
- Order Management Integration Pack for Oracle Transportation Management, Oracle E-Business Suite and Siebel CRM
- Order to Activate Integration Pack Siebel CRM and Oracle Communications Order and Service Management
- Order to Cash Integration Pack for Siebel CRM and SAP
- Process Integration Pack for Oracle Utilities Field Work
- Project Portfolio Management Integration Pack for Primavera P6 and JD Edwards EnterpriseOne
- Project Portfolio Management Integration Pack for Primavera P6 and Oracle E-Business Suite
- Retail Merchandising Integration Pack for PeopleSoft Enterprise Financials: Financial Operations Control
- Serialization and Tracking Integration Pack for Oracle Pedigree and Serialization Manager and Oracle E-Business Suite
- Siebel CRM Integration Pack for Account Originations - Liability Products
- Siebel CRM Integration Pack for i-flex FLEXCUBE Account Originations - Liability Products
- Siebel CRM Integration Pack for Oracle Communications Billing and Revenue Management: Order to Bill
- Siebel CRM Integration Pack for Oracle Communications Billing and Revenue Management: Agent Assisted Billing Care
- Siebel CRM Integration Pack for Oracle Order Management
- Siebel CRM Integration Pack for Trade Promotion Management
- Study, Subject, and Visit Synchronization Integration Pack for Siebel Clinical and Oracle Clinical

Application Integration Architecture Process Integration Packs (Base + Options)

- Customer Master Data Management Integration Base Pack
- Customer Master Data Management Integration Option
- Product Master Data Management Integration Base Pack
- Product Master Data Management Integration Option

Application Integration Architecture Partial Process Integration Packs

- Clinical Trial Payments Integration Pack for Siebel Clinical
- Workforce Administration Integration Pack for PeopleSoft Human Resources

Application Integration Architecture Direct Integrations

- Communications Billing and Revenue Management Integration Pack for Oracle E-Business Suite: Revenue Accounting
- CRM On Demand Integration to Siebel CRM
- Demantra Integration Pack for Siebel CRM Consumer Goods
- Demantra Sales and Operations Planning Integration to Hyperion Planning
- Enterprise Taxation Management Integration to Oracle E-Business Suite Financials General Ledger and Accounts Payable
- Enterprise Taxation Management Integration to PeopleSoft Enterprise Financials General Ledger and Accounts Payable
- Enterprise Taxation Management Integration to Siebel Public Sector for Case Management
- Enterprise Taxation Management Integration to Siebel Public Sector for Taxpayer Service
- Siebel Call Center Integration Pack for Oracle Adverse Event Reporting System
- Siebel Field Service Integration to Oracle Real-Time Scheduler
- Siebel CRM Integration to Oracle Incentive Compensation

- Utilities Customer Care and Billing Integration to JD Edwards Financials for General Ledger and Accounts Payable
- Utilities Customer Care and Billing Integration to Oracle E-Business Suite Financials for General Ledger and Accounts Payable
- Utilities Customer Care and Billing Integration to Oracle Utilities Meter Data Management
- Utilities Customer Care and Billing Integration to Oracle Utilities Network Management System
- Utilities Customer Care and Billing Integration to PeopleSoft Enterprise Financials for General Ledger and Accounts Payable
- Value Chain Planning Integration Base Pack

Oracle Business Intelligence Publisher

Oracle E-Business Suite Applications include a restricted-use of Oracle Business Intelligence Publisher to publish and/or view:

1. Shipped Oracle Business Intelligence Publisher reports. Layout changes are allowed. AND
2. Shipped or newly created Oracle Business Intelligence Publisher reports that are modified to access data from the existing Oracle E-Business Suite Applications schema that has not been customized.

Full use of Business Intelligence Publisher is required if any shipped, modified or newly created Oracle Business Intelligence Publisher report:

1. Accesses data from a non-Oracle E-Business Suite Applications data source, or
2. Accesses data from a new schema within the Oracle E-Business Suite Applications that is not shipped by Oracle, or
3. Accesses data from a modified Oracle E-Business Suite Applications schema (e.g., by adding columns to an existing table).

Oracle JD Edwards EnterpriseOne Applications include a restricted-use of Oracle Business Intelligence Publisher to publish and/or view:

1. Shipped Oracle Business Intelligence Publisher reports. Layout changes are allowed, AND
2. Shipped or newly created Oracle Business Intelligence Publisher reports that are modified to access data from the existing JD Edwards EnterpriseOne Applications schema that has not been customized.

Full use of Oracle Business Intelligence Publisher is required if any shipped, modified or newly created Oracle Business Intelligence Publisher report:

1. Accesses data from a non-JD Edwards EnterpriseOne Applications data source, or
2. Accesses data from a new schema within the JD Edwards EnterpriseOne Applications that is not shipped by Oracle, or
3. Accesses data from a modified JD Edwards EnterpriseOne Applications schema (e.g. by adding columns to an existing table).

Oracle Demantra

Oracle Demantra products are offered under Oracle E-Business Suite, JD Edwards and Siebel licensing models. Regardless from which licensing model these products are procured, the aforementioned Oracle Technology Prerequisites Rules policy applies.

Oracle Governance, Risk, and Compliance

Oracle Governance, Risk, and Compliance (GRC) products are offered under the E-Business Suite and PeopleSoft licensing models. The following GRC products include restricted-use rights of Oracle Technology and must adhere to the full-use rules noted below:

- Governance, Risk, and Compliance Manager Governance, Risk, and Compliance Manager includes: Stellant Financial Compliance Director; Restricted use of Stellant Universal Content Management. Governance, Risk, and Compliance Manager Administrator(s) are permitted direct access to Universal Content Management's administrative tools and user interface for the purposes of installation and maintenance of Governance, Risk, and Compliance Manager.
- Enterprise Governance, Risk, and Compliance Manager Enterprise Governance, Risk, and Compliance Manager includes: Restricted-use: Oracle Database Enterprise Edition, WebLogic Suite, SOA Suite for Oracle Middleware, Oracle Data Integrator Enterprise Edition, Universal Content Management; each of which may only be used with the Enterprise Governance, Risk, and Compliance Manager product.

Additional details on restricted-use rights for Enterprise Governance, Risk, and Compliance Manager: WebLogic Suite restricted to the following components: WebLogic Server Enterprise Edition and Diagnostics Pack for Oracle Middleware. Only a single instance of Enterprise Governance, Risk and Compliance Manager can be deployed within the WebLogic Suite domain. SOA Suite for Oracle Middleware limited to Web Services Manager, BPEL Process Manager, Oracle JDeveloper, and Oracle Business Rules. Oracle Data Integrator Enterprise Edition restricted to data movement from Enterprise Governance, Risk, and Compliance Manager to Oracle Business Intelligence Suite Enterprise Edition Plus or Business Intelligence Publisher for the purposes of Enterprise Governance, Risk, and Compliance Manager reporting. Universal Content Management: limited to content associated with the Enterprise Governance, Risk and Compliance Manager product.

Full-use information for Enterprise Governance, Risk, and Compliance Manager for WebLogic Suite and SOA Suite for Oracle Middleware: Full-use of WebLogic Suite and SOA Suite for Oracle Middleware are required if you are doing any of the following (not a complete list):

- Creating new transformations
 - Creating new Enterprise Service Bus routings
 - Creating new Business Process Execution Language (BPEL) processes or sub processes for non-GRC purposes
 - Creating new domain value maps or modify existing domain value maps for unsupported approval types
 - Creating new cross reference tables
 - Defining new security policy for custom web services for non-GRC purposes
 - Using WebLogic Suite for something other than the SOA Suite for Oracle Middleware in support of the Enterprise Governance, Risk, and Compliance Manager product.
- Fusion Governance, Risk, and Compliance Intelligence Restricted-use: Oracle Database Enterprise Edition. Restricted-use: Oracle Data Integrator Enterprise Edition (restricted to use with Fusion Governance, Risk, and Compliance Intelligence as the only target).
 - Applications Access Controls Governor Restricted-use: Oracle Database Enterprise Edition, WebLogic Suite, Oracle Data Integrator Enterprise Edition; each of which may only be used with the Application Access Controls Governor product.

Additional details on restricted-use rights: WebLogic Suite restricted to the following components: WebLogic Server and Diagnostics Pack for Oracle Middleware. Only a single instance of Application Access Controls Governor can be deployed within the WebLogic Suite domain. Restricted use Oracle Data Integrator Enterprise Edition (restricted to use with Application Access Controls Governor as the only target).

- Configuration Controls Governor Restricted-use: Oracle Database Enterprise Edition

JD Edwards EnterpriseOne

See also Oracle Business Intelligence Publisher section and Oracle Demantra section for more information regarding JD Edwards EnterpriseOne.

All Oracle JD Edwards EnterpriseOne deals include restricted-use of the Oracle Database Enterprise Edition for use with JD Edwards EnterpriseOne for installing, patching and managing product metadata. This encompasses usage by the JD Edwards EnterpriseOne installation programs, deployment server and development client. Storing any other data in the database requires a full use license of the Oracle Database Enterprise Edition.

All Oracle JD Edwards EnterpriseOne deals include restricted Use: Oracle Secure Enterprise Search solely for use with licensed JD Edwards EnterpriseOne applications.

Oracle Master Data Management

The following Master Data Management (MDM) programs or components of programs do not include a restricted-use of the underlying Oracle Technology: Siebel Universal Customer Master B2B / B2C (a component of Oracle Customer Hub for B2B/B2C or Oracle Customer Hub Add-on B2B/B2C), Oracle Activity Hub B2B / B2C, Oracle Field Service Hub B2B / B2C, Oracle Marketing Hub B2B / B2C, Oracle Sales Hub B2B / B2C, Oracle Service Hub B2B / B2C, Siebel Customer Data Steward (a component of Oracle Customer Hub Data Steward), Oracle / Siebel Data Quality, Oracle / Siebel Data Quality Matching Server, Siebel Product Data Steward (a component of Oracle Product Hub Data Steward), Oracle Automotive Captive Finance Customer Hub, Oracle Case Hub, Oracle Life Sciences Customer Hub, Siebel Universal Product Master (a component of Oracle Product Hub or Oracle Product Hub Add-on).

Oracle Primavera

The following Oracle Primavera programs include restricted-use rights of Oracle Technology:

- Primavera P6 Enterprise Project Portfolio Management

Restricted-use: WebLogic Server Standard Edition only allowed to run in WebLogic Server Standard Edition instance. No other web applications may be deployed in this instance of WebLogic Server Standard Edition. Restricted to only WebLogic Server Standard Edition features, not the WebLogic Server Enterprise Edition features or WebLogic Suite features. This does NOT include the use of clustering, coherence or EJBs. For example, if a customer wishes to cluster their Primavera P6 Enterprise Project Portfolio Management instance, that would trigger a full-use license of WebLogic Server Standard Edition.

Restricted-use: JRockit JVM only used for Primavera P6 Enterprise Project Portfolio Management servers. This is a runtime license that does not allow customers to utilize JRockit JVM for other applications or instances."

Restricted-use: Universal Content Management Standard Edition only valid for workspaces or folders that are built from Primavera P6 Enterprise Project Portfolio Management. Only valid for repositories that store Primavera P6 Enterprise Project Portfolio Management documents, artifacts and work products. Creating any repositories, folders, workspaces, etc. manually outside of Primavera applications will trigger full-use. Only licensed Primavera application users can access the repository. For example, creating a new departmental workspace or folder would trigger a full-use license.

Restricted-use: Application Development Framework. This does not grant permission to customers to build, deploy or resell Application Development Framework user interface components or applications.

Restricted-use: Oracle HTTP Server used for access outside corporate firewall and single sign-on (SSO). May not be used for any purposes outside of those requirements.

Restricted-use: EclipseLink used only for Primavera P6 Enterprise Project Portfolio Management persistence. Run-time only and may not be used to build any other applications.

Restricted-use: WebCenter only for portals built using Primavera portlets. Not valid for adding non-Primavera portals, workspaces, etc. For example, a user who creates additional organizational or departmental portals would trigger full-use license of WebCenter. Additionally, attempts to modify Primavera portals would likewise trigger full-use license.

Restricted-use: Business Intelligence Publisher valid for users to schedule/execute/run reports within the Primavera application. Any users who need to customize or create new reports will need a full-use license of Business Intelligence Publisher. There is no minimum named user requirement for Business Intelligence Publisher for Primavera applications.

For users who change or create new workflows using web services and events from Primavera applications, Named User Plus licenses are recommended for Unified Business Process Management Suite (or Unified Business Process Management Suite for Oracle Applications), SOA Suite for Oracle Middleware (or SOA Suite for Oracle Middleware for Oracle Applications), and WebLogic Suite (or WebLogic Suite for Oracle Applications). No license of SOA Suite for Oracle Middleware or Unified Business Process Management Suite is required for users who are consuming/participating in the workflows or forms. Also, there is no minimum Named User Plus requirement for Unified Business Process Management Suite, SOA Suite for Oracle Middleware, and WebLogic Suite for Primavera applications.

- Primavera P6 Progress Reporter

Restricted-use: WebLogic Server Standard Edition only allowed to run in WebLogic Server Standard Edition instance. No other web applications may be deployed in this instance of WebLogic Server Standard Edition. Restricted to only WebLogic Server Standard Edition features, not the WebLogic Server Enterprise Edition features or WebLogic Suite features. This does NOT include the use of clustering, coherence or EJBs. For example, if a customer wishes to cluster their Primavera P6 Progress Reporter instance, that would trigger a full-use license of WebLogic Server Standard Edition.

Restricted-use: JRockit JVM only used for Primavera P6 Progress Reporter servers. This is a runtime license that does not allow customers to utilize JRockit JVM for other applications or instances.

Restricted-use: Application Development Framework. This does not grant permission to customers to build, deploy or resell Application Development Framework user interface components or applications."

Restricted-use: Oracle HTTP Server used only for access outside corporate firewall and single sign-on (SSO). May not be used for any purposes outside of those requirements.

Restricted-use: EclipseLink used only for Primavera P6 Progress Reporter persistence. Run-time only and may not be used to build any other applications.

- Primavera Contract Management

Restricted-use: WebLogic Server Standard Edition only allowed to run in WebLogic Server Standard Edition instance. No other web applications may be deployed in this instance of WebLogic Server Standard Edition. Restricted to only WebLogic Server Standard Edition features, not the WebLogic Server Enterprise Edition features or WebLogic Suite features. This does NOT include the use of clustering or coherence. For example, if a customer wishes to cluster their Primavera Contract Management instance, that would trigger a full-use license of WebLogic Server Standard Edition.

Restricted-use: JRockit JVM only used for Primavera Contract Management servers. This is a runtime license that does not allow customers to utilize JRockit JVM for other applications or instances.

Restricted-use: Universal Content Management Standard Edition only valid for workspaces or folders that are built from Primavera Contract Management. Only valid for repositories that store

Primavera Contract Management documents, artifacts and work products. Creating any repositories, folders, workspaces, etc. manually outside of Primavera applications will trigger full-use. Only licensed Primavera application users can access the repository. For example, creating a new departmental workspace or folder would trigger a full-use license.

Restricted-use: Oracle HTTP Server used only for access outside corporate firewall and single sign-on (SSO). May not be used for any purposes outside of those requirements.

Restricted-use: EclipseLink used only for Primavera Contract Management persistence. Run-time only and may not be used to build any other applications.

Restricted-use: WebCenter only for portals built using Primavera portlets. Not valid for adding non-Primavera portals, workspaces, etc. For example, a user who creates additional organizational or departmental portals would trigger full-use license of WebCenter. Additionally, attempts to modify Primavera portals would likewise trigger full-use license.

Restricted-use: Business Intelligence Publisher valid for users to schedule/execute/run reports within the Primavera application. Any users who need to customize or create new reports will need a license of Business Intelligence Publisher. There is no minimum named user requirement for Business Intelligence Publisher for Primavera applications.

For users who change or create new workflows using web services and events from Primavera applications, Named User Plus licenses are recommended for Unified Business Process Management Suite (or Unified Business Process Management Suite for Oracle Applications), SOA Suite for Oracle Middleware (or SOA Suite for Oracle Middleware for Oracle Applications), and WebLogic Suite (or WebLogic Suite for Oracle Applications). No license of SOA Suite for Oracle Middleware or Unified Business Process Management Suite is required for users who are consuming/participating in the workflows or forms. Also, there is no minimum Named User Plus requirement for Unified Business Process Management Suite, SOA Suite for Oracle Middleware, and WebLogic Suite for Primavera applications.

- Primavera Portfolio Management

Restricted-use: Business Intelligence Publisher valid for users to schedule/execute/run reports within the Primavera application. Any users who need to customize or create new reports will need a full use license of Business Intelligence Publisher. There is no minimum Named User Plus requirement for Business Intelligence Publisher for Primavera applications.

For users who change or create new workflows using web services and events from Primavera applications, Named User Plus licenses are recommended for Unified Business Process Management Suite (or Unified

Business Process Management Suite for Oracle Applications), SOA Suite for Oracle Middleware (or SOA Suite for Oracle Middleware for Oracle Applications), and WebLogic Suite (or WebLogic Suite for Oracle Applications). No license of SOA Suite for Oracle Middleware or Unified Business Process Management Suite is required for users who are consuming/participating in the workflows or forms. Also, there is no minimum Named User Plus requirement for Unified Business Process Management Suite, SOA Suite for Oracle Middleware, and WebLogic Suite for Primavera applications.

- Primavera Web Services

Restricted-use: WebLogic Server Standard Edition only allowed to run in WebLogic Server Standard Edition instance. No other web applications may be deployed in this instance of WebLogic Server Standard Edition. Restricted to only WebLogic Server Standard Edition features, not the WebLogic Server Enterprise Edition features or WebLogic Suite features. This does NOT include the use of clustering, coherence or EJBs. For example, if a customer wishes to cluster their Primavera P6 Web Services instance, that would trigger a full-use license of WebLogic Server Standard Edition.

Restricted-use: Universal Content Management Standard Edition only valid for workspaces or folders that are built from Primavera Web Services. Only valid for repositories that store Primavera Web Services documents, artifacts and work products. Creating any repositories, folders, workspaces, etc. manually outside of Primavera applications will trigger full-use. Only licensed Primavera application users can access the repository. For example, creating a new departmental workspace or folder would trigger a full-use license.

OracleSelf-ServiceE-BillingBusinessEdition

Oracle Self-Service E-Billing Business Edition includes a restricted-use of Oracle Data Integrator Enterprise Edition limited to use for loading and customizing the E-Billing bulk load file interface that is included with the Self-Service E- Billing application.

OracleSelf-ServiceE-BillingConsumerEdition

Oracle Self-Service E-Billing Consumer Edition includes a restricted-use of Oracle Data Integrator Enterprise Edition limited to use for loading and customizing the E-Billing bulk load file interface that is included with the Self-Service E-Billing application.

OracleSiebelMobileSalesAssistantDataAccess

Oracle Siebel Mobile Sales Assistant Data Access includes a restricted-use of Oracle BPEL Process Manager limited to use only with Siebel Mobile Sales Assistant Data Access.

OracleSiebelWarrantyValidationServer

Oracle Siebel Warranty Validation Server includes a restricted-use of Oracle Policy Automation and Oracle Policy Automation for Siebel limited to use only with Siebel Warranty.

EXHIBIT C

ORACLE INTEGRATED SOFTWARE OPTIONS LICENSE DEFINITIONS, RULES
AND METRICS

Pillar Axion 600 Storage Systems

Integrated Software Options The following items may be embedded in, installed on, or activated on the Computer Equipment but are each designated as an Integrated Software Option:

- Pillar Axion MaxRep Synchronous Replication - Integrated Software Option - per Terabyte Metric
- Pillar Axion MaxRep Synchronous Replication Add-on - Integrated Software Option - per Terabyte Metric
- Pillar Axion MaxRep Asynchronous Replication - Integrated Software Option - per Terabyte Metric
- Pillar Axion MaxRep Asynchronous Replication Add-on - Integrated Software Option - per Terabyte Metric
- Pillar Axion MaxRep Synchronous Replication with Application Protection - Integrated Software Option - per Terabyte Metric
- Pillar Axion MaxRep Synchronous Replication with Application Protection Add-on- Integrated Software Option - per Terabyte Metric
- Pillar Axion MaxRep Asynchronous Replication with Application Protection - Integrated Software Option - per Terabyte Metric
- Pillar Axion MaxRep Asynchronous Replication with Application Protection Add-on- Integrated Software Option - per Terabyte Metric
- Pillar Axion SecureWORMfs - Integrated Software Option - per Management Controller Metric
- Pillar Axion Storage Domains - Integrated Software Option - per Management Controller Metric
- Pillar Axion Copy Services Bundle - Integrated Software Option - per Management Controller Metric
- Pillar Axion MaxRep Replication for NAS - Integrated Software Option - per Terabyte Metric

Management Controller is defined as the system component on which the data storage control policies are executed. For the Pillar Axion, the Management Controller is the Pilot that consists of two 1U servers in an active/passive cluster. Only one Management Controller license is required per Pilot.

Terabyte is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes. For Pillar Axion replication products, the number of terabyte licenses required is determined by the total capacity of all primary Filesystems or primary SAN LUNs being replicated.

SPARC SuperCluster T4X4

Integrated Software Options The following items may be embedded in, installed on, or activated on the Computer Equipment but are each designated as an Integrated Software Option:

- Sun ZFS Storage Appliance Cloning - Integrated Software Option - per Management Controller Metric
- Sun ZFS Storage Appliance Replication - Integrated Software Option - per Management Controller Metric

Management Controller is defined as the system component on which the data storage control policies are executed. For Sun ZFS Storage Appliances, the Management Controller is the processor node that consists of one server running the Sun ZFS storage software. These processor nodes can be implemented as a single instance for a non high availability system or as an active/passive cluster, in which case one license is required. The processor nodes can also be implemented as an active/active cluster, in which case two licenses are required.

StorageTek SL8500 Modular Library System

Integrated Software Options - The following items may be embedded in, installed on, or activated on the Computer Equipment but are each designated as an Integrated Software Option:

- StorageTek SL8500 Partitioning - Integrated Software Option - per Tape Library Metric. Requires activation file download.

Tape Library is defined as a mechanical device used to store and access magnetic tape media. Multiple Tape Libraries may be connected together via pass thru ports to form a Tape Library complex. Each Tape Library in a Tape Library complex must be licensed.

StorageTek LTO Tape Drives

Integrated Software Options - The following items may be embedded in, installed on, or activated on the Computer Equipment but are each designated as an Integrated Software Option:

- Encryption for StorageTek LTO tape drives - Integrated Software Option - per Tape Drive Metric.

Tape Drive is 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 or Recovery Manager (RMAN) channel as equivalent to a Tape Drive.

Sun Storage 2500 M2 Array

Integrated Software Options - The following items may be embedded in, installed on, or activated on the Computer Equipment but are each designated as an Integrated Software Option:

- Sun Storage 2500-M2 Snapshot - Integrated Software Option - per Management Controller Metric. Requires activation file download.
- Sun Storage 2500-M2 Volume Copy - Integrated Software Option - per Management Controller Metric. Requires activation file download.
- Sun Storage 2500-M2 Storage Domains - Integrated Software Option - per Management Controller Metric. Requires activation file download.
- Sun Storage 2500-M2 Performance Enhancer - Integrated Software Option - per Management Controller Metric. Requires activation file download.

Management Controller is defined as the system component on which the data storage control policies are executed. For the Sun Storage 2500-M2 array, the Management Controller is the 2U controller tray. Only one Management Controller license is required per controller tray.

Sun ZFS Storage 7xxx Systems

Integrated Software Options - The following items may be embedded in, installed on, or activated on the Computer Equipment but are each designated as an Integrated Software Option:

- Sun ZFS Storage Appliance Cloning - Integrated Software Option - per Management Controller Metric
- Sun ZFS Storage Appliance Replication - Integrated Software Option - per Management Controller Metric

Management Controller is defined as the system component on which the data storage control policies are executed. For Sun ZFS Storage Appliances, the Management Controller is the processor node that consists of one server running the Sun ZFS storage software. These processor nodes can be implemented as a single instance for a non-high availability system or as an active/passive cluster, in which case one license is required. The processor nodes can also be implemented as an active/active cluster, in which case two licenses are required.

EXHIBIT D

TERMS FOR ORACLE SOLARIS

This Agreement includes license terms supporting the Oracle Solaris programs installed on the hardware you have acquired from Oracle/Sun or a distributor of Oracle/Sun.

To the extent permitted, the substantive and procedural laws of California govern this Agreement, and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of California in any dispute relating to this Agreement.

"We," "us," "our" and "Oracle" refers to Oracle America, Inc. "You" and "your" refers to the individual or entity that has acquired Oracle/Sun hardware with pre-installed Oracle Solaris programs. "Oracle Solaris programs" refers to the Oracle Solaris operating system. (including related program documentation) and the separately licensed third-party technology (as defined below). "License" refers to your right to use the Oracle Solaris programs under the terms of this Agreement and the licenses referenced herein.

We are willing to provide a copy of the Oracle Solaris programs to you only upon the condition that you accept all of the terms contained in this Agreement.

License Rights. We grant you a non-exclusive, royalty free, non-assignable limited license to use the Oracle Solaris operating system only on the hardware where it is pre-installed by Oracle/Sun. Certain third-party technology may be included on the same hardware as the Oracle Solaris operating system. Such third-party technology will be licensed to you either under the terms of the Agreement, or if specified in the program documentation and/or in certain "notice" or "readme" files distributed with such third-party technology, under separate license terms ("separate terms") and not under the terms of the Agreement ("separately licensed third-party technology"). Your rights to use separately licensed third-party technology under the separate terms are not restricted in any way by the Agreement.

Trademarks and Copyrights. You agree not to use Oracle trademarks (including "ORACLE") or potentially confusing variations (including "ORA") as a part of your product name(s), service name(s), company name, or domain name(s). In marketing, promoting, or distributing the Oracle Solaris operating system, you agree to make it clear that Oracle is the source of the program. You shall include on all copies of the program used or distributed by you:

A reproduction of Oracle's copyright notice; or

A copyright notice indicating that the copyright is vested in you containing the following: A "c" in a circle and the word "copyright";

Your name;

The date of copyright; and

The words "All rights reserved."

Such notices shall be placed on the documentation, the sign-on screen for any software incorporating the programs, and any media containing the programs.

Ownership and Restrictions. The Oracle Solaris programs and the separately licensed third-party technology are owned by Oracle or the relevant third party. Subject to the licenses granted and/or referenced herein, title to the Oracle Solaris programs remains with Oracle and/or the third party.

With respect to the Oracle Solaris operating system you may not:

remove or modify any program markings or any notice of our proprietary rights;

assign this Agreement or give or transfer the programs or an interest in them to another individual or entity;

cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs;

disclose results of any program benchmark tests without our prior consent; or, use any Oracle name, trademark or logo, except as expressly required herein.

Export. You agree that U.S. export control laws and other applicable export and import laws govern your use of the Oracle Solaris programs and the separately licensed third-party technology including technical data; additional information can be found on Oracle's Global Trade Compliance web site located at <http://www.oracle.com/products/export/index.html?content.html>. You agree that neither the Oracle Solaris programs nor the separately licensed third-party technology nor any direct product thereof will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

Disclaimer of Warranty and Exclusive Remedies. Limited Warranty. THE ORACLE SOLARIS PROGRAMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE FURTHER DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. \$1,000).

Technical Support. Our technical support organization will not provide technical support, phone support, or updates to you for the materials licensed under this Agreement. Technical support, if available, may be acquired from Oracle or its affiliates under a separate agreement.

End of Agreement. You may terminate this Agreement by destroying all copies of the Oracle Solaris programs. We have the right to terminate your right to use the Oracle Solaris operating system if you fail to comply with any of the terms of this Agreement, in which case you shall destroy all copies of the Oracle Solaris operating system.

Relationship Between the Parties. The relationship between you and us is that of licensee/licensor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Nothing in this Agreement shall be construed to limit either party's right to independently develop or distribute software that is functionally similar to the other party's products, so long as proprietary information of the other party is not included in such software.

Entire Agreement. You agree that this Agreement is the complete agreement for the Oracle Solaris programs, and separately licensed third-party technology, licenses and this Agreement supersedes all prior or contemporaneous agreements or representations. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective.

APPENDIX III

ORACLE AMERICA, INC (Oracle) LINUX SUPPORT AND ORACLE VM SUPPORT SUPPLEMENTAL TERMS AND CONDITIONS (v071812_OLOVM)

ORACLE AMERICA INC. (“ORACLE”) IS A FIRST TIER SUBCONTRACTOR UNDER THIS CONTRACT. THESE SUPPLEMENTAL TERMS AND CONDITIONS APPLY TO ORACLE LINUX SUPPORT AND ORACLE VM SUPPORT SERVICES DELIVERED BY ORACLE THAT AN ORDERING ACTIVITY ORDERS FROM THE CONTRACTOR UNDER THE CONTRACT. IF THERE IS ANY INCONSISTENCY BETWEEN THESE SUPPLEMENTAL TERMS AND CONDITIONS AND THE CONTRACT, THE SUPPLEMENTAL TERMS AND CONDITIONS APPLY.

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

Oracle Enterprise Linux Support and Oracle VM Support Services Terms and Conditions

1. Oracle Linux Support and Oracle VM Support Services Terms and Conditions

a. Definitions

- ii. For the purpose of this. APPENDIX III, “services” refers to Oracle Linux and/or Oracle VM support services and other services as defined under Oracle Linux and Oracle VM Support Policies.
- iii. “covered programs” is defined as the specific set of software products listed on the document titled Oracle Linux and Oracle VM Included Files (available at <http://www.oracle.com/support/collateral/enterprise-linux-indemnification.pdf>) for which the ordering activity has ordered Oracle Linux and/or Oracle VM support services, including any related program documentation and patches and bug fixes acquired through Oracle Linux and/or Oracle VM support services.
- iv. “system” is defined as the computer on which the Oracle Linux programs and/or Oracle VM-Server programs are installed. Where computers/blades are clustered, each computer/blade within the cluster shall be defined as a system. (For purposes of calculating the price of the Oracle VM support services, the computers where the Oracle VM-Manager programs are installed are not counted.)
- v. “supported system” is defined as (i) a system to which the ordering activity intends to apply or have applied services received at the specified service level in the ordering activity’s order including updates, patches, fixes, security alerts, work arounds, configuration, installation assistance (for Oracle VM, supported system includes Oracle VM-Manager) or (ii) a system to which the ordering activity intends to submit or have submitted information to Contractor seeking service at the service level specified in the ordering activity’s order.
- vi. “physical CPU” is defined as each monolithic integrated circuit responsible for executing a system’s programs. A monolithic integrated circuit with multiple cores or hyperthreading is counted as a single physical CPU when determining the total number of physical CPUs in a system.
- vii. “term” is defined as the duration for which the ordering activity has acquired services.

b. Oracle Linux and Oracle VM Support Services

- i. The services consist of support services provided at a support level and for a term identified in an ordering activity’s order.

- ii. When ordering Oracle Linux and/or Oracle VM support services, the following availability rules apply:
 - a. Oracle Linux Premier Limited, Oracle Linux Basic Limited, and Oracle VM Premier Limited support services are available only for systems with no more than 2 physical CPUs per system.
 - b. Oracle Linux Premier, Oracle Linux Basic, Oracle Linux Network, and Oracle VM Premier support services are available for system with any number of physical CPUs per system.
 - iii. Upon acceptance of an ordering activity's order, the ordering activity will have the limited right to receive the services solely for its internal business operations and subject to the terms of this contract and any order. The services (including first year and all subsequent years) are provided by Oracle under Oracle Linux and Oracle VM Support Policies in effect at the time the services are provided. The Oracle Linux and Oracle VM Support Policies, which are incorporated in this contract, are subject to change at Oracle's discretion. However, Oracle will not materially reduce the level of services provided during the period for which fees for the services have been paid. Oracle Linux and/or Oracle VM support is available for certain systems, and may be subject to additional restrictions as set forth in the policies. An ordering activity should review the policies prior to entering into an order for the applicable services. An ordering activity may access the current version of the Oracle Linux and Oracle VM Support Policies at <http://www.oracle.com/support/collateral/enterprise-linux-support-policies.pdf>.
 - iv. The services are effective upon the effective date of the ordering activity's order unless otherwise stated in such order.
 - v. The services ordered by an ordering activity are in support of licenses that the ordering activity acquired separately. Patches, bug fixes and other code received as part of the Oracle Linux and/or Oracle VM support services that an ordering activity orders shall be provided under the terms of the appropriate license agreement that the ordering activity accepted upon downloading and/or installing the Oracle Linux and/or Oracle VM program(s).
- c. Protection in Event of Infringement

Provided the ordering activity is a current subscriber to the services, if a third party makes a claim against the ordering activity that any covered programs furnished by Oracle ("material" or "materials"), and used by the ordering activity for the ordering activity's business operations infringes its intellectual property rights, Oracle, at its sole cost and expense, will defend the ordering activity against the claim and indemnify the ordering activity from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if the ordering activity does the following:

- i. Notifies Oracle promptly in writing, not later than 30 days after the ordering activity receives notice of the claim (or sooner if required by applicable law);
- ii. Gives Oracle sole control of the defense and any settlement negotiations; and
- iii. Gives Oracle the information, authority, and assistance it needs to defend against or settle the claim.

If Oracle believes or it is determined that any of the material may have violated a third party's intellectual property rights, Oracle may choose to either modify the material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, then Oracle may, upon 30 days notice to the ordering activity, terminate the ordering activity's further use of the materials specified. Notwithstanding the above, Oracle will not defend or indemnify ordering activity in connection with claims, damages, liabilities, costs or expenses arising out of, or caused by, or related to: (a) ordering activity's distribution of the material; (b) ordering activity's alteration of the material; (c) ordering activity's use of a version of the material which has been superseded, if the infringement claim could have been avoided by using the current version of the material; (d) ordering activity's use of the material outside the scope of use identified in the user documentation or the Oracle Linux and Oracle

VM Support Policies; (e) ordering activity's use of the material when ordering activity was not a subscriber to the services; (f) any information, design, specification, instruction, software, data, or material not furnished by Oracle; (g) the combination of any material with any products or services not provide by Oracle; (h) ordering activity's claim, lawsuit, or action against a third party. Oracle will not indemnify the ordering activity for materials that are not part of the Oracle Linux and Oracle VM covered files as defined at <http://www.oracle.com/support/collateral/enterprise-linux-indemnification.pdf> **This section provides the ordering activity's exclusive remedy for any infringement claims or damages, liabilities, costs or expenses.**

d. Other

Unless otherwise agreed in an order, upon Contractor's written request, no more frequently than annually, ordering activity shall perform an internal audit to verify use of the services. Ordering activity will furnish Contractor with a signed certification by an authorized representative of the ordering activity that the services are being used pursuant to the provisions of the order. If such verification is not provided within 30 days of Contractor's written request, or if Contractor provides a reasonable basis for asserting that the ordering activity's use of the services is in excess of the ordering activity's service rights, ordering activity agrees to cooperate with Contractor to audit the use of the services under any order activity's actual use. Ordering activity will be responsible for either paying any underpaid fees related to use of the services or for discontinuing non-compliant use. Contractor may assign its right to audit to Oracle.

APPENDIX IV

ORACLE ON DEMAND SUPPLEMENTAL TERMS AND CONDITIONS (v071812_OD)

ORACLE AMERICA, INC. (“ORACLE”) IS A FIRST TIER SUBCONTRACTOR UNDER THIS CONTRACT. THESE ORACLE ON DEMAND GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS APPLY TO ORACLE ON DEMAND SERVICES THAT YOU ORDER FROM THE CONTRACTOR UNDER THE CONTRACTOR’S GSA SCHEDULE CONTRACT (“THE CONTRACT”). THESE ORACLE ON DEMAND GOVERNMENT SUPPLEMENTAL TERMS AND CONDITIONS (HEREAFTER, (“GOVERNMENT SUPPLEMENTAL TERMS”) SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER OR AN ORDERING DOCUMENTATION.

1. **Definitions.**

“You” and “your” refers to the ordering activity that has ordered Oracle On Demand services (excluding CRM On Demand and any software as a service offering) from an authorized distributor (“Contractor”) under the contract.

The term “Core Services” refers to Computer and Administration Services and/or Administration Services that you have ordered.

The term “services” or “On Demand Services” refers to the Core Services and any Service Options that you have ordered.

2. **Services Ordered.**

The On Demand Services that are included in your order with Contractor are (i) listed in the order and described in the applicable Schedules referenced in the order (such Schedules, collectively constitute the “Statement of Work”), (ii) subject to the Entitlement and assumptions identified in the order, and (iii) subject to the terms and conditions of such Schedules within the Statement of Work, the contract, and the order. As part of the Core Services, you may access in your Environment(s) the Oracle programs identified in the order. In order to acquire and continuously receive any Service Option(s) purchased under your order, you are required to continuously maintain Core Services.

On Demand Services do not include program licenses, or technical support, education services, Oracle-Consulting services or any other types of services that may be ordered under the contract.

3. **Hosting Location.**

Your On Demand Environment(s) will reside on Infrastructure location(s) identified on your order. You shall be provided with no less than 90 days advance written notice in the event that the Infrastructure on which your Environment(s) resides is relocated to a different Data Center.

4. **Rights Granted.** During the services term, you have the non-exclusive, non-assignable, right to access and use the On Demand Services specified in your order solely for your internal business operations, and subject to the terms of the contract, including these Government Supplemental Terms. Unless otherwise stated in the order, you may not use the services for the purpose of timesharing or use as service bureau, subscription service, software as a service or for other hosting, rental, lease, sublicense or sharing arrangements. Your use of the Oracle programs is subject to your license agreement for such programs; your right to use Tools provided by Oracle as part of the On Demand Services may be subject to separate license terms.

You retain all ownership and intellectual property rights in and to your data. Oracle or its licensors retain all ownership and intellectual property rights to the services, Oracle programs, and anything developed by Oracle and delivered to you under your order.

5. **Program Licenses and Technical Support.**

You acknowledge that (a) the fees for On Demand Services do not include associated program licenses or technical support (b) you have separately acquired and will continue to maintain for the duration of the On Demand Services the licenses and Oracle Software Update License & Support, or any equivalent successor Oracle premier technical support offering, for any necessary Oracle programs, including those for which Core Services are provided, (c) you will maintain licenses and technical support for any Third Party

Software used in your Environment, and (d) your use of such programs and technical support are governed solely by the agreement(s) under which such licenses and technical support are obtained.

6. **Your Obligations.** You acknowledge that Oracle's ability to perform the services depends upon your fulfillment of the following obligations:
- A. You are responsible for you, your users' and your third parties' use of and access to networks, systems and all Environments, including use of and access to your data and for compliance by you and such third parties with the terms of the contract, including these Government Supplemental Terms, the order, and the Statement of Work.
 - B. If Administration Services are ordered, you are responsible for preparing your system in accordance with any installation and configuration information provided by Oracle.
 - C. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the On Demand Services via a network connection that meets Oracle's specifications.
 - D. As reasonably required by Oracle, you (including your officers, agents and employees) will provide Oracle with (i) timely assistance and cooperation, (ii) complete and accurate information, and (iii) access to the relevant functional, technical and business resources with adequate skills and knowledge to support the performance of services.
 - E. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software and/or perform the services under the order. Unless specified otherwise in the Statement of Work, you are solely responsible for the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the On Demand Services.
 - F. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with any services under the order. With respect to the U.S. Government, the control of the defense is subject to 28 U.S.C. 516 and the foregoing indemnification shall not apply as to the United States indemnifying Oracle or any other party; however, Oracle reserves the right to seek indemnification from the U.S. Government should Federal statute permit such indemnification.
 - G. For any services that involve on-site delivery, Oracle will deliver such services to the customer address(es) specified in the order during local business hours, excluding local public holidays. You and Oracle may mutually agree in writing that such services be delivered at other location(s). You agree to use reasonable efforts to schedule on-site services by each on-site On Demand resource for a minimum of eight (8) continuous hours of services per day. You agree to provide on-site On Demand resources with access to office accommodations and facilities. As required by U.S. Department of Labor regulations (20 CFR 655.734), you will allow Oracle to post a notice regarding Oracle H1-B employee(s) at your work site prior to the employee's arrival on site.
 - H. Notwithstanding anything to the contrary in the contract, you may not assign the order or give or transfer the On Demand Services, or an interest in them, to another individual or entity. If you grant a security interest in any of the On Demand Services, the secured party has no right to use or transfer those services, and if you decide to finance your acquisition of any of the On Demand Services from Oracle, you will follow Oracle's policies regarding financing which are at <http://www.oracle.com/contracts>.
 - I. You shall not use or permit use of the services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause

damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under the contract and the order, Oracle reserves the right to remove or disable access to any material that violates the foregoing restrictions. Oracle shall have no liability to you in the event that Oracle takes such action. You agree to defend and indemnify Oracle against any claim arising out of a violation of your obligations under this paragraph to the extent not prohibited by law. With respect to the U.S. Government, the control of the defense is subject to 28 U.S.C. 516 and the foregoing indemnification shall not apply as to the United States indemnifying Oracle or any other party; however, Oracle reserves the right to seek indemnification from the U.S. Government should Federal statute permit such indemnification.

7. **Term.**

Core Services shall be provided for one year beginning on the effective date of the order, unless earlier terminated in accordance with the order. The duration of Service Options is specified in the order.

The Core Services and Service Options acquired under the order may be renewed on an annual basis, and the annual services fees for such renewal are stated in the order.

The initial one-year term of the Core Services and any renewal years are collectively defined as the "services term."

8. **Termination.**

If ordering Computer and Administration Services, you may terminate the order (and all services hereunder) (and all services hereunder) for convenience by: (i) providing forty-five (45) calendar days prior written notice to the Contractor and to Oracle, and (ii) paying for all services performed through the effective date of termination. The termination shall be effective on the requested termination date, provided that you have paid the fees for all services performed through the effective date of termination by such date.

If a party breaches a material term of the order and fails to correct the breach within thirty (30) days of written specification of the breach, then the non-breaching party may terminate the order (and all services thereunder) upon written notice to the other party.

The On Demand Services may be suspended immediately if (i) your licenses and/or technical support for the Oracle programs specified in the order lapse, (ii) you violate a restriction set forth in Section 6 of these Government Supplemental Terms, (iii) in Oracle's reasonable judgment, the services or any component thereof are about to suffer a significant threat to security or functionality; or (iv) your Environment(s) malfunctions or otherwise affects network access within or to Oracle's Data Center(s) or another customer's environment. You will be provided advance notice regarding any such suspension when, in Oracle's sole discretion, reasonable based on the nature of the circumstances. Oracle will use reasonable efforts to re-establish the affected On Demand Services promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured. The order and the On Demand Services thereunder may be terminated if any of the foregoing is not cured within thirty days after Oracle's initial notice thereof. Any suspension of the services under this paragraph shall not excuse you from your obligation to make payments under the order.

Following termination of Computer and Administration Services, (i) your right to access and use the Oracle programs specified in the order within the Environment(s) shall terminate; and (ii) you may otherwise use such programs subject to the terms of the agreements and applicable ordering document under which such program licenses were acquired.

Within seven (7) calendar days after the end of the services term for Computer and Administrative Services, you shall receive a final Decommission Tape containing your data.

9. **Warranty and Disclaimers.**

The sole and exclusive warranty for services provided to you is that Oracle warrants that the services will be provided in all material respects in accordance with the On Demand Services specifications set forth in the Schedules under the Statement of Work defined in the order.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.

10. Exclusive Remedy.

If the services provided to you for any given month during the services term were not in accordance with the warranty specified in these Government Supplemental Terms, you must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must contain a description of the deficiency in services (including the Service Request number notifying Oracle of the deficiency in service) and must be submitted to outsourcingcredit_ww@oracle.com. If applicable, Oracle will remit a services fee credit for such month calculated at 10% of net monthly Core Services fees for Oracle's failure to provide the services as warranted. The credit will be in the form of a credit towards any outstanding balance for On Demand Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THESE GOVERNMENT SUPPLEMENTAL TERMS AND THE ORDER.

11. Data Privacy and Security.

In performing the services, Oracle will comply with the Oracle Services Privacy Policy, which is available at <http://www.oracle.com/html/services-privacy-policy.html> and incorporated herein by reference. Oracle and your respective responsibilities for maintaining the privacy and security of your production data in connection with Oracle's On Demand Services are described in the *On Demand Security Practices Schedule* included within the Statement of Work. The *Oracle Services Privacy Policy*, incorporated herein, is subject to change at Oracle's discretion; however, Oracle changes to the policy will not result in a material reduction in the level of protection provided for your data during the services term.

You may purchase, or may be required to purchase, additional services from On Demand (e.g., Oracle Payment Card Industry Compliance Services, Oracle HIPAA Security Services, etc.) to address particular data protection requirements applicable to your business.

Oracle subscribes to the United States/European Union Safe Harbor Principles, and, as a result, appears on the U.S. Department of Commerce Safe Harbor list (available at <http://www.export.gov/safeharbor>) as of the effective date of the order. Oracle's Safe Harbor certification specifically includes Oracle's performance of hosting services for customer-provided personal information.

Any data provided by you that resides in your On Demand Environment(s) shall be your confidential information. You agree to provide any notices and obtain any consents related to your use of the services and Oracle's provision of the services, including those related to the collection, use, processing, transfer and disclosure of personal information. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your data.

12. Service Monitoring and Verification.

You acknowledge that Oracle may access your On Demand Environment(s) during the services term to perform the services. Oracle may use tools, scripts, software, and utilities (collectively, the "Tools") to review and administer your Environment(s) (e.g., to perform environment clones, password changes, monitoring and file system maintenance), and to help resolve your Oracle Service Requests. The Tools will not collect, report or store any production data residing in your Environment(s), except as necessary to troubleshoot Service Requests or other Problems in your Environment(s). Data collected by the Tools (excluding production data) may also be used to assist in managing Oracle's product and service portfolio and for license management. You agree that (a) except as set forth in this paragraph, you may not access or use the Tools, and (b) you will not use or restore the Tools from any tape backup at any time following termination of the order. Any Tools provided by Oracle as part of the services for your use are provided on an "as is" basis; Oracle does not provide technical support or offer any warranties for such Tools.

Oracle may compile aggregated statistical and performance information related to the provision of services, and may make such information publicly available. Such information does not incorporate your personally identifiable information or data and/or identify your confidential information. Oracle retains all intellectual property rights in such information.

Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Oracle may audit your use of the services. You agree to cooperate with Oracle's audit, provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall not be responsible for any of your costs incurred in cooperating with the audit. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract, these Government Supplemental Terms or the applicable order. You shall be responsible for either paying any underpaid fees related to use of the services and Oracle or the Contractor, as the case may be, shall submit a contract modification to document the amount of such fees, or for discontinuing noncompliant use.

13. Change Control.

Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until Oracle agrees in writing to the proposed change.

14. Force Majeure.

Neither you, Contractor, nor Oracle shall be responsible for failure or delay of performance if caused by: an act of war, hostility, terrorism or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. All parties agree to use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, the Government will terminate for convenience the contract unless the parties otherwise agree in writing. This Section does not excuse either party of its obligations to take reasonable steps to follow applicable disaster recovery procedures or your obligation to pay for the services.

15. Export.

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the services and any service deliverables. You agree that such export control laws govern your use of the services and any service deliverables (including technical data) provided under the order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials related to or resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

16. Relationship Between Parties.

Oracle is an independent contractor and no partnership, joint venture, or agency relationship exists between you and Oracle or between Contractor and Oracle. Each party will be responsible for paying our own employees, including employment related taxes and insurance. If while performing services Oracle requires access to other vendors' products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.

17. Other.

If any provision herein or document incorporated by reference into these Government Supplemental Terms contains a provision (a) allowing for the automatic termination of your services; (b) allowing for the automatic renewal of services and/or fees; (c) requiring the governing law to be anything other than Federal law; and/or (d) specifying the jurisdiction and venue of any action, then, such terms shall not apply with respect to the U.S. Government. If any document incorporated by reference into these Government Supplemental Terms, contains an indemnification provision, such provision shall apply to the extent not prohibited by law and with respect to the U.S. Government, such indemnification provision shall not apply as to the United States indemnifying Oracle or any other party; however, Oracle reserves the right to seek indemnification from the U.S. Government should Federal statute permit such indemnification.



Supplemental Pricing Notes
dated
3/26/2014

THESE SUPPLEMENTAL PRICING NOTES ARE CONSIDERED PART
OF THE SCHEDULE OF SUPPLIES/SERVICES

Oracle Technology Supplemental Pricing Notes v031314

	Metric	Notes
Database Products		
Oracle Database		
Standard Edition One	Named User Plus	8, 32, 48
	Processor	8, 32, 48
Standard Edition	Named User Plus	5, 32, 48
	Processor	5, 32, 48
Enterprise Edition	Named User Plus	6, 48
	Processor	6, 48
Personal Edition	Named User Plus	7, 32
NoSQL Database Enterprise Edition	Named User Plus	6
	Processor	6
Enterprise Edition Options:		
Multitenant	Named User Plus	2
	Processor	2
Real Application Clusters	Named User Plus	2, 48
	Processor	2, 48
Real Application Clusters One Node	Named User Plus	2
	Processor	2
Active Data Guard	Named User Plus	2, 48
	Processor	2, 48
Partitioning	Named User Plus	2, 48
	Processor	2, 48
Real Application Testing	Named User Plus	2
	Processor	2
Advanced Compression	Named User Plus	2
	Processor	2
Advanced Security	Named User Plus	2
	Processor	2
Label Security	Named User Plus	2
	Processor	2
Database Vault	Named User Plus	2
	Processor	2
OLAP	Named User Plus	2
	Processor	2
Advanced Analytics	Named User Plus	2
	Processor	2
Spatial and Graph	Named User Plus	2
	Processor	2
In-Memory Database Cache	Named User Plus	2
	Processor	2
Retail Data Model	Named User Plus	2
	Processor	2
Communications Data Model	Named User Plus	2
	Processor	2
Airlines Data Model	Named User Plus	2
	Processor	2
Utilities Data Model	Named User Plus	2
	Processor	2
Database Enterprise Management		
Diagnostics Pack	Named User Plus	2, 48
	Processor	2, 48
Tuning Pack	Named User Plus	2, 48
	Processor	2, 48
Database Lifecycle Management Pack	Named User Plus	2
	Processor	2
Data Masking Pack	Named User Plus	2
	Processor	2
Test Data Management Pack	Named User Plus	2
	Processor	2

Oracle Technology Supplemental Pricing Notes v031314

	Metric	Notes
Cloud Management Pack for Oracle Database	Named User Plus	2
	Processor	2
TimesTen		
TimesTen In-Memory Database	Named User Plus	6
	Processor	6
Berkeley DB - Transactional Data Store	Per Wireless Handset	50
	Processor	50
Berkeley DB - Concurrent Data Store	Per Wireless Handset	50
	Processor	50
Berkeley DB - Data Store	Per Wireless Handset	50
	Processor	50
Other Products		
Cloud File System	Named User Plus	6
	Processor	6
Rdb Products		
Rdb Server Products		
Rdb Enterprise Edition	Named User Plus	17
	Processor	17
CODASYL DBMS	Named User Plus	17
Rdb Server Options:		
TRACE	Named User Plus	18, 19
	Processor	18.19
Rdb Development, Query and Reporting Tools		
Programmer for Rdb	Named User Plus	20
CDD/R Runtime	Processor	21
Java Platform Products		
Java SE Advanced Desktop	Named User Plus	88
Java SE Advanced	Named User Plus	1, 57, 61
	Processor	1, 57, 61
Java SE Suite	Named User Plus	1, 57, 61
	Processor	1, 57, 61
Application Server Products		
TopLink and Application Development Framework	Named User Plus	1, 13
	Processor	1, 13
WebLogic Server Standard Edition	Named User Plus	1, 32, 43, 48
	Processor	1, 32, 43, 48
WebLogic Server Enterprise Edition	Named User Plus	1, 48
	Processor	1, 48
WebLogic Suite	Named User Plus	1, 48
	Processor	1, 48
Web Tier	Named User Plus	1
	Processor	1
Internet Application Server Standard Edition	Named User Plus	1, 15, 32, 48
	Processor	1, 15, 32, 48
Internet Application Server Enterprise Edition	Named User Plus	1, 15, 48
	Processor	1, 15, 48
GlassFish Server	Named User Plus	1
	Processor	1
Coherence Standard Edition	Named User Plus	1
	Processor	1
Coherence Enterprise Edition	Named User Plus	1
	Processor	1
Coherence Grid Edition	Named User Plus	1
	Processor	1

Oracle Technology Supplemental Pricing Notes v031314

	Metric	Notes
API Gateway	Named User Plus	1
	Processor	1
BPEL Process Manager	Named User Plus	1
	Processor	1
WebLogic Integration	Named User Plus	1, 10
	Processor	1, 10
Service Registry	Named User Plus	1, 10
	Processor	1, 10
Enterprise Repository	Named User Plus	1
	Processor	1
SOA Suite for Non Oracle Middleware	Named User Plus	1
	Processor	1
Business Process Management Standard Edition	Named User Plus	75
Unified Business Process Management Suite for Non Oracle Middleware	Named User Plus	1
	Processor	1
Event Processing	Named User Plus	1
	Processor	1
Forms and Reports	Named User Plus	1
	Processor	1
Mobile Suite Technology		
Mobile Client Runtime	Named User Plus	83
Application Development Framework Mobile	Named User Plus	83
Data Integration Technology		
Data Service Integrator	Named User Plus	10
	Processor	10
Data Integrator Enterprise Edition	Named User Plus	6
	Processor	6
Enterprise Data Quality Profiling for Data Integration	Processor	62
Enterprise Data Quality Audit and Dashboard for Data Integration	Processor	62
Enterprise Data Quality Real-Time Processing for Data Integration	Processor	10,62
Enterprise Data Quality Batch Processing for Data Integration	Processor	62
Enterprise Data Quality Address Verification Server for Oracle Data Integration	Processor	62
Data Integration Suite	Named User Plus	6
	Processor	6
GoldenGate	Named User Plus	6
	Processor	6
GoldenGate for Non Oracle Database	Named User Plus	6
	Processor	6
GoldenGate for Mainframe	Named User Plus	6
	Processor	6
GoldenGate Veridata	Named User Plus	6
	Processor	6
GoldenGate for Teradata Replication Services	Named User Plus	6, 10
	Processor	6, 10
WebLogic Suite Options:		
BPEL Process Manager Option	Named User Plus	11
	Processor	11
Service Bus	Named User Plus	11
	Processor	11
SOA Suite for Oracle Middleware	Named User Plus	11
	Processor	11
Unified Business Process Management Suite	Named User Plus	11
	Processor	11
WebLogic Coherence Grid Edition Option	Named User Plus	11
	Processor	11
Application Server Enterprise Management		
WebLogic Server Management Pack Enterprise Edition	Named User Plus	9

Oracle Technology Supplemental Pricing Notes v031314

	Metric	Notes
	Processor	9
SOA Management Pack Enterprise Edition	Named User Plus	9
	Processor	9
Management Pack for Oracle Coherence	Named User Plus	9
	Processor	9
Management Pack for Oracle GoldenGate	Named User Plus	9
	Processor	9
Cloud Management Pack for Oracle Fusion Middleware	Named User Plus	9
	Processor	9
Management Pack for Oracle Data Integrator	Named User Plus	9
	Processor	9
<i>Fusion Middleware Adapters:</i>		
Application Adapters	Named User Plus	1, 3
	Processor	1, 3
Oracle Applications Adapter	Named User Plus	1
	Processor	1
Cloud Adapters	Named User Plus	1,85,86
Cloud Adapters	Processor	1,85,86
Mainframe and TP-Monitor Adapters	Processor	4
Changed Data Capture Adapters	Processor	44
Application Adapters for Data Integration	Processor	45
GoldenGate Application Adapters	Processor	49
Application Adapters for Warehouse Builder	Processor	47
B2B for RosettaNet	Named User Plus	1
	Processor	1
B2B for EDI	Named User Plus	1
	Processor	1
Healthcare Adapter	Named User Plus	1
	Processor	1
B2B for ebXML	Named User Plus	1
	Processor	1
Tuxedo and Adapters		
Tuxedo	Named User Plus	1
	Processor	1
Tuxedo Application Rehosting Workbench	Named User Plus	51
Business Intelligence Technology Products		
Business Intelligence		
Standard Edition	Named User Plus	1
	Processor	1
Standard Edition One	Named User Plus	25, 32
Suite Enterprise Edition Plus	Named User Plus	81
	Processor	81
Suite Enterprise Edition Plus Upgrade Only	Named User Plus	33
	Processor	33
Server Enterprise Edition	Named User Plus	81
	Processor	81
Business Intelligence Publisher	Named User Plus	14
	Processor	14
Business Intelligence Foundation Suite	Named User Plus	26
	Processor	26
Disconnected Analytics	Named User Plus	10
Scorecard and Strategy Management	Named User Plus	81
	Processor	81
Business Intelligence Mobile	Named User Plus	81
<i>Business Intelligence Server Enterprise Edition Options:</i>		
Interactive Dashboard	Named User Plus	27
	Processor	27

Oracle Technology Supplemental Pricing Notes v031314

	Metric	Notes
Delivers	Named User Plus	27
	Processor	27
Answers	Named User Plus	27
	Processor	27
Office Plug-in	Named User Plus	27
	Processor	27
Reporting and Publishing	Named User Plus	27
	Processor	27
Business Intelligence Suite Enterprise Edition Plus Options:		
Business Intelligence Management Pack	Named User Plus	27
	Processor	27
Business Intelligence Data Integration Technology		
Informatica PowerCenter and PowerConnect Adapters	Named User Plus	34
	Processor	34
Hyperion Business Intelligence Technology		
Essbase Plus	Named User Plus	35, 36
	Processor	35, 36
Hyperion Interactive Reporting	Named User Plus	35, 36
	Processor	35, 36
Hyperion SQR Production Reporting	Named User Plus	35, 36
	Processor	35, 36
Hyperion Financial Reporting	Named User Plus	35, 36
	Processor	35, 36
Hyperion Web Analysis	Named User Plus	35, 36
	Processor	35, 36
Endeca Business Intelligence		
Endeca Information Discovery Studio	Named User Plus	26, 72, 77
	Processor	26, 72, 77
Endeca Information Discovery Integrator	Named User Plus	26, 77
	Processor	26, 77
Endeca Server	Processor	72
Endeca Text Enrichment	Processor	58,78
Endeca Text Enrichment with Sentiment Analytics	Processor	58,78
Endeca Web Acquisition Toolkit	Processor	58
WebCenter Products		
WebCenter Suite Plus	Named User Plus	1
	Processor	1
WebCenter Portal	Named User Plus	1
	Processor	1
WebCenter Content	Named User Plus	1
	Processor	1
WebCenter Sites	Named User Plus	1
	Processor	1
WebCenter Sites Satellite Server	Named User Plus	1
	Processor	1
WebCenter Universal Content Management	Named User Plus	1
	Processor	1
WebCenter Imaging	Named User Plus	1
	Processor	1
WebCenter Forms Recognition	Named User Plus	1
	Processor	1
WebCenter Enterprise Capture	Named User Plus	1
	Processor	1
WebCenter Capture	Processor	10,32, 58
WebCenter Distributed Capture	Named User Plus	1, 10
WebCenter Real-Time Collaboration	Named User Plus	1, 10
	Processor	1, 10
WebCenter Sites Options		
WebCenter Sites Mobile Option	Named User Plus	1, 80

Oracle Technology Supplemental Pricing Notes v031314

	Metric	Notes
	Processor	1, 80
WebCenter Sites Mobility Server	Server	58
WebCenter Adapters:		
WebCenter Applications Adapter	Processor	30
WebCenter Adapter for EMC Documentum	Processor	68
WebCenter Adapter for Microsoft SharePoint	Processor	69
WebCenter Adapter Framework	Processor	28
WebCenter Management		
Management Pack for WebCenter	Named User Plus	79
	Processor	79
Identity Management Products		
Enterprise Identity Services Suite	Named User Plus	1
Identity Governance Suite	Named User Plus	1
Access Management Suite Plus	Named User Plus	1
Entitlements Server	Named User Plus	1
Entitlements Server Security Module	Named User Plus	1
Identity Manager Connector	Connector	22
Secure Mobile Mail Manager	Named User Plus	10,58,84
Tools		
Internet Developer Suite	Named User Plus	32
Business Process Analysis Suite	Named User Plus	10
Database Enterprise Management		
Diagnosics Pack	Named User Plus	2
	Processor	2
Tuning Pack	Named User Plus	2
	Processor	2
Database Lifecycle Management Pack	Named User Plus	2
	Processor	2
Data Masking Pack	Named User Plus	2
	Processor	2
Test Data Management Pack	Named User Plus	2
	Processor	2
Cloud Management Pack for Oracle Database	Named User Plus	2
	Processor	2
Application Server Enterprise Management		
WebLogic Server Management Pack Enterprise Edition	Named User Plus	9
	Processor	9
SOA Management Pack Enterprise Edition	Named User Plus	9
	Processor	9
Management Pack for Oracle Coherence	Named User Plus	9
	Processor	9
Management Pack for Oracle GoldenGate	Named User Plus	9
	Processor	9
Cloud Management Pack for Oracle Fusion Middleware	Named User Plus	9
	Processor	9
Business Intelligence Management		
Business Intelligence Management Pack	Named User Plus	26
	Processor	26
WebCenter Management		
Management Pack for WebCenter	Named User Plus	79
	Processor	79
Identity Management Enterprise Management		
Management Pack Plus for Identity Management	Employee User	82
	Non Employee User - External	82
	Processor	82
Other Infrastructure Management		
System Monitoring Plug-in for Non Oracle Databases	Per Processor	23
	Per Named User Plus	23

Oracle Technology Supplemental Pricing Notes v031314

	Metric	Notes
System Monitoring Plug-in for Non Oracle Middleware	Per Processor	16
	Per Named User Plus	16
Applications Management		
Application Management Suite for Oracle E-Business Suite	Named User Plus	52
	Processor	52
Application Management Suite for Siebel	Named User Plus	52
	Processor	52
Application Management Suite for PeopleSoft	Named User Plus	52
	Processor	52
Application Management Suite for JD Edwards EnterpriseOne	Named User Plus	52
	Processor	52
Application Management Suite for Oracle Fusion Applications	Named User Plus	9, 52
	Processor	9, 52
Application Testing		
Load Testing Developer Edition	Named User Plus	40
Load Testing	Named User Plus	46
Load Testing Accelerator for Web Services	Named User Plus	41, 42
Load Testing Accelerator for Oracle Database	Named User Plus	42
Collaboration		
Beehive Enterprise Collaboration Server	Named User Plus	1, 10
	Processor	1, 10
Application Server Products		
WebLogic Suite for Oracle Applications	Named User Plus	1, 53, 56, 57
	Processor	1, 53, 56, 57
	Employee for HCM ⁵⁹	1, 53, 56, 57
Coherence Enterprise Edition for Oracle Applications	Named User Plus	1, 56, 57, 63
	Processor	1, 56, 57, 63
	Employee for HCM ⁵⁹	1, 56, 57, 63
WebLogic Suite Options for Oracle Applications:		
BPEL Process Manager Option for Oracle Applications	Named User Plus	11, 54, 56, 57
	Processor	11, 54, 56, 57
	Employee for HCM ⁵⁹	11, 54, 56, 57
SOA Suite for Oracle Middleware for Oracle Applications	Named User Plus	11, 56, 57, 64
	Processor	11, 56, 57, 64
	Employee for HCM ⁵⁹	11, 56, 57, 64
Unified Business Process Management Suite for Oracle Applications	Named User Plus	11, 56, 57, 76
	Processor	11, 56, 57, 76
	Employee for HCM ⁵⁹	11, 56, 57, 76
Application Management		
Application Management Pack for Oracle Fusion Applications	Named User Plus	57, 70
	Processor	57, 70
	Employee for HCM ⁵⁹	57, 70
WebCenter Products		
WebCenter Portal for Oracle Applications	Named User Plus	1, 56, 57, 66
	Processor	1, 56, 57, 66
	Employee for HCM ⁵⁹	1, 56, 57, 66
WebCenter Imaging for Oracle Applications	Named User Plus	1, 56, 57, 67
	Processor	1, 56, 57, 67
	Employee for HCM ⁵⁹	1, 56, 57, 67
Identity Management Product		
Identity and Access Management Suite Plus for Oracle Applications	Named User Plus	56, 57, 65
	Processor	56, 57, 65
	Employee for HCM ⁵⁹	56, 57, 65
Business Intelligence Technology Products		
Business Intelligence Publisher for Oracle Applications	Named User Plus	56, 57
	Processor	56, 57
	Employee for HCM ⁵⁹	56, 57
Business Intelligence Foundation Suite for Oracle Applications	Named User Plus	26, 55, 56, 57
	Processor	26, 55, 56, 57

Oracle Technology Supplemental Pricing Notes v031314

	Metric	Notes
Business Intelligence Suite Enterprise Edition Plus for Oracle Applications	Employee for HCM ⁵⁹	26, 55, 56, 57
	Named User Plus	26, 56, 57
	Processor	26, 56, 57
	Employee for HCM ⁵⁹	26, 56, 57
Data Integration Technology Product		
Data Integrator Enterprise Edition for Oracle Applications	Named User Plus	6, 56, 57, 60
	Processor	6, 56, 57, 60
GoldenGate for Oracle Applications	Employee for HCM ⁵⁹	6, 56, 57, 60
	Named User Plus	6, 10, 56, 57, 87
	Processor	6, 10, 56, 57, 87
Endeca Business Intelligence		
Endeca Discovery Foundation for Oracle Applications	Named User Plus	6, 10, 56, 57, 77
	Processor	6, 10, 56, 57, 77
Database Product		
Oracle Database Enterprise Edition Option:		
In-Memory Database Cache for Oracle Applications	Named User Plus	2, 56, 57
	Processor	2, 56, 57
Berkeley Database		
Berkeley DB – High Availability for Oracle Applications	Processor	56, 57
Berkeley DB – Transactional Data Store for Oracle Applications	Processor	56, 57
Berkeley DB Java Edition – High Availability for Oracle Applications	Processor	56, 57
Berkeley DB Java Edition – Transactional Data Store for Oracle Applications	Processor	56, 57

- ¹ If licensing by Named User Plus, the minimum is 10 Named User Plus licenses per Processor.
- ² Enterprise Edition Options (with the exception of In-Memory Database Cache and In-Memory Database Cache for Oracle Applications) and Database Enterprise Management Packs (with the exception of Data Masking Pack and Test Data Management Pack), must match the number of licenses of the associated Oracle Database Enterprise Edition. For the purposes of licensing Data Masking Pack and Test Data Management Pack, all database servers where masked data or test data originates and database servers performing masking, or test data management operations (via GUI or command line) must be licensed. Database servers to which masked data is copied do not require a license for these programs. For the purposes of licensing the following program: In-Memory Database Cache, and In-Memory Database Cache for Oracle Applications, 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. In addition, a minimum of 25 Named User Plus licenses per Processor must be met. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. Associated Database is defined as the database(s) which is (are) being managed by the option. For the purposes of licensing Active Data Guard, both the primary and standby servers must be licensed.
- ³ Application Adapters are available for: PeopleSoft, SAP, Siebel & JD Edwards.
- ⁴ Mainframe and TP-Monitor Adapters are available for: CICS, IMS/DB, IMS/TM, VSAM, BeanConnect and Tuxedo.
- ⁵ Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses. Oracle Database Standard Edition, when used with Oracle Real Application Clusters, may only be licensed on a single cluster of servers supporting up to a total maximum capacity of 4 sockets.
- ⁶ If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.
- ⁷ Personal Edition provides a maximum of one Named User Plus per database.
- ⁸ Oracle Standard Edition One may only be licensed on servers that have a maximum capacity of 2 sockets. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses.
- ⁹ Application Server Enterprise Management Packs must match the number of licenses of the associated Oracle Application Server (Excluding TopLink and Application Development Framework, for which these Management Packs cannot be licensed). WebLogic Server Management Pack Enterprise Edition can only be licensed with WebLogic Server Enterprise Edition, or WebLogic Server Standard Edition, or Internet Application Server Enterprise Edition, or WebLogic Suite. Application Management Suite for Oracle Fusion Applications can only be licensed with WebLogic Suite, together with the SOA Suite for Oracle Middleware and must match the number of licenses to the associated WebLogic Suite and the SOA Suite for Oracle Middleware. When licensing Management Pack for GoldenGate, the number of licenses must match the associated GoldenGate, GoldenGate for Non Oracle Database, and/or GoldenGate for Mainframe licenses. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. An associated Application Server is defined as the Application Server(s) which is (are) being managed by the option. Note that Management Pack for Oracle Coherence may only be licensed with Coherence Enterprise Edition or Coherence Grid Edition. When licensing Management Pack for Oracle Data Integrator, the number of licenses must match the associated Data Integrator Enterprise Edition, or Data Integrator and Application Adapter for Data Integration, or Oracle Data Integrator Enterprise Edition for Oracle Applications licenses.
- ¹⁰ This product is on Controlled Availability (CA) and requires approval. For more information on the CA process and approval, please refer to the Controlled Availability section on eSource at <http://esource.oraclecorp.com> > Controlled Availability Sales Questions. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.
- ¹¹ WebLogic Suite Options and WebLogic Suite Options for Oracle Applications must match the number of licenses of the associated WebLogic Suite application server. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. Associated Application Server is defined as the application server(s) which is (are) being managed by the option.
- ¹³ Application Development Framework requires a runtime license. This can be purchased via Top link and Application Development Framework.
- ¹⁴ If licensing by Named User Plus, the minimums for this product are 50 Named User Plus licenses. Business Intelligence Publisher is also licensable via the per Employee metric. The price is \$46.00 USA (Dollar) per Employee when licensed as a standalone product and \$35.00 USA (Dollar) per Employee when licensed as an option to the Application Server Enterprise Edition. The minimum for employee licensing is 1,000 Employee licenses.
- ¹⁵ The Named User Plus Minimum does not apply if the program is installed on a one processor machine that allows for a maximum of one user per program.
- ¹⁶ Plug-in available for Microsoft Active Directory, Microsoft .NET, Microsoft ISA Server, Microsoft Commerce Server, Microsoft Exchange Server, IBM WebSphere MQ. Each Plug-in is licensed separately.

- ¹⁷ If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.
- ¹⁸ Rdb Server Options must match the number of licenses of the associated database. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed.
- ¹⁹ TRACE may also be licensed with CODASYL DBMS.
- ²⁰ Oracle precompilers supported via SQL*Net for Rdb for use across Oracle & Rdb Servers.
- ²¹ CDD/R Runtime is an unlimited use license for applications requiring CDD/R deployment licenses.
- ²² Following is the list of available Identity Manager Connectors: BMC Remedy Ticketing, BMC Remedy User Management, CA ACF2, CA Top Secret, Database Applications Table, Database User Management, Google Apps, IBM Lotus Notes/Domino, IBM OS/400, IBM RACF, JD Edwards EnterpriseOne, Microsoft Active Directory, Microsoft Exchange, Microsoft Windows, Novell eDirectory, Novell Groupwise, Oracle e-Business, Oracle Internet Directory, Oracle Retail, PeopleSoft Enterprise Applications, RSA Authentication Manager, RSA ClearTrust, SAP Enterprise Applications, SAP Enterprise Portal, Siebel Enterprise Applications, Oracle CRM On Demand, Sun Java System Directory, Oracle Unified Directory, Oracle Directory Server Enterprise Edition, UNIX, and Web Services. Each connector is licensed separately.
- ²³ Plug-in available for IBM DB2, Microsoft SQL Server, Sybase Adaptive Server Enterprise (ASE).
- ²⁵ Business Intelligence Standard Edition One may only be used on servers that have the ability to run a maximum of 2 sockets. The minimums for this product are 5 named user plus licenses and the maximum is 50 named user plus licenses. The data sources for BI Server and Business Intelligence Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but you must use only the included Oracle Standard Edition One as the target database.
- ²⁶ The Named User Plus minimum for this product is 25 Named User Plus licenses.
- ²⁷ The minimums for this product are 25 Named User Plus licenses. The number of options licenses must match the number of licenses of the associated Business Intelligence Server Enterprise Edition. If licensing as an option to Business Intelligence Suite Enterprise Edition Plus, the number of options licenses must match the number of licenses of the associated Business Intelligence Suite Enterprise Edition Plus. If licensing by Processor, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed.
- ²⁸ WebCenter Adapter Framework adapters are available for: File Systems, Java, Microsoft .NET, and Enterprise Application Adapter Framework. Each Adapter is licensed separately.
- ³⁰ WebCenter Application Adapters are available for: Siebel, PeopleSoft, and E-Business Suite. Each Adapter is licensed separately.
- ³² These programs are designated Oracle 1-Click Ordering Programs.
- ³³ This upgrade provides the following: Hyperion Interactive Reporting, Hyperion SQR Production Reporting, Hyperion Web Analysis, Hyperion Financial Reporting. The Named User Plus minimum for this program is 20 Named User Plus licenses.
- ³⁴ Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica Power Center and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Foundation Suite program, Oracle Business Intelligence Suite Enterprise Edition Plus program, Oracle Business Intelligence Standard Edition One or associated components run, or (iii) a staging database for any of the foregoing. Informatica Power Center and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications (excluding Hyperion Enterprise Performance Management Applications) programs are the source and non-Oracle Business Intelligence application programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data. When licensing by the Named User Plus metric, the user count must be tied to the target Oracle Business Intelligence application user count and the minimum is 20.
- ³⁵ Customers with legacy Hyperion pre-System 9 product licenses must pay a Foundation Enablement migration fee to migrate to the corresponding Oracle Hyperion licenses, which include Hyperion Foundation Services. Additional information can be found on eSource > Acquisitions > Hyperion > Pricing > Migrations.
- ³⁶ The minimums for this product are 25 Named User Plus licenses or 4 Processor licenses.
- ⁴⁰ This product includes 2 Processor license of Load Testing for Web Applications Controller, and the ability to generate up to 10 Virtual Users (please refer to the Named User Plus license metric definition for the Virtual User definition).

- ⁴¹ All Siebel CRM products (all editions) starting at 7.7 onwards are supported.
- ⁴² The Named User Plus minimum for this program is 50 Named User Plus licenses.
- ⁴³ WebLogic Server Standard Edition license does not include WebLogic Server Clustering.
- ⁴⁴ Changed Data Capture Adapters are available for Microsoft SQL Server 2000, Microsoft SQL Server 2005, DB2/390, VSAM CICS, VSAM Batch, IMS/DB and Adabas. Each Changed Data Capture Adapter is licensed separately.
- ⁴⁵ Application Adapters for Data Integration are available for PeopleSoft, JD Edwards, E-Business Suite, SAP Applications, SAP Business Warehouse, and Siebel. Each Application Adapter for Data Integration is licensed separately.
- ⁴⁶ The Named User Plus minimum for this program is 200 Named User Plus licenses.
- ⁴⁷ Application Adapters for Warehouse Builder are available for PeopleSoft, E-Business Suite, SAP and Siebel. Each Application Adapter for Warehouse Builder is licensed separately.
- ⁴⁸ These are designated SaaS for ISVs programs.
- ⁴⁹ GoldenGate Application Adapters are available for: Base24, Logger for Enscribe, and JMS and Flat File. Each GoldenGate Application Adapter is licensed separately.
- ⁵⁰ The minimum Wireless Handset licenses for this program are 100,000 licenses.
- ⁵¹ The Named User Plus Minimum for this program is 2 Named User Plus licenses.
- ⁵² The Named User Plus minimum for this program is 200 Named User Plus licenses. The Processor minimum for this program is 4 processor licenses.
- ⁵³ Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasource or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.
- ⁵⁴ Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and, other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.
- ⁵⁵ Oracle Business Intelligence Foundation Suite for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Foundation Suite); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Foundation Suite); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.

⁵⁶ Programs that contain "for Oracle Applications" in the program name are limited use programs. These limited use programs may only be used with "eligible" Oracle application programs that contain the following prefixes in the program name: Oracle Fusion, Oracle ATG, Oracle Banking, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance and Oracle Primavera. For those prefixes designated above with a "*" not all programs with that prefix are eligible for use with the "for Oracle Applications" limited use programs. For a list of excluded programs please review the Applications Licensing Table, which may be accessed at <http://www.oracle.com/us/corporate/pricing/application-licensing-table-070571.pdf>.

Notwithstanding anything above, Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name and provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance.

Business Intelligence Foundation Suite for Oracle Applications is eligible for use with the following Oracle Business Intelligence Applications provided Oracle Fusion Applications is the only data source: Sales Analytics, Fusion Edition; Marketing Analytics, Fusion Edition; Partner Analytics, Fusion Edition; Supply Chain and Order Management Analytics, Fusion Edition; Financial Analytics, Fusion Edition; Procurement & Spend Analytics, Fusion Edition; Project Analytics; and Human Resources Analytics, Fusion Edition.

Business Intelligence Foundation Suite for Oracle Applications is also eligible for use with: Oracle Product Information Management Analytics, Fusion Edition; Oracle Customer Data Management Analytics, Fusion Edition; and Oracle Product Lifecycle Analytics.

Endeca Discovery Foundation for Oracle Applications is eligible for use with products that contain "Extensions for Oracle Endeca" in the product name. Only data which originates from the source application database may be loaded into the Endeca Server product component. Customers may add data to the Endeca Server instance that powers the Extension module, but may not create new Endeca Server instances.

WebLogic Suite for Oracle Applications is eligible for use with Oracle Agile Applications (available on the Oracle E-Business Suite Applications Global Price Lists).

Any use of limited use programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

⁵⁷ These products are available for distribution by Oracle partners under the Oracle Full Use Distribution Agreement only. These products are not available for distribution by Oracle partners under the Oracle Application Specific Full Use Program Distribution Agreement or Oracle Embedded Software License Distribution Agreement.

⁵⁸ This product contains third-party functionality and can be licensed only using the standard, assigned price list metric. No enterprise metric or other non-standard metric may be used to license this product. This product must also be sold with a fixed quantity and cannot be sold with an unlimited quantity, as part of a ULA, capped ULA, or otherwise. The spreadsheet at <http://my.oracle.com/content/native/cnt507565> contains a complete list of all products that cannot be licensed with non-standard metrics and cannot be sold with unlimited quantities. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.

⁵⁹ Employee for HCM metric can only be used with "eligible" Oracle Applications that contain the following prefix in the program name: Oracle Fusion Human Capital Management.

⁶⁰ Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.

⁶¹ With respect to the Java SE Advanced and Java SE Suite programs, you may not create, modify, or change the behavior of, or authorize your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at <http://oracle.com/contracts>. Additional copyright notices and license terms applicable to portions of the programs are set forth at <http://oracle.com/contracts>.

⁶² The minimum for this program is 4 Processor licenses.

⁶³ Coherence Enterprise Edition for Oracle Applications is limited for use within the same JVM as the Oracle Applications components.

⁶⁴ Oracle SOA Suite for Oracle Middleware for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other non-eligible Oracle applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter, and the invocation is part of a flow that is either initiated or terminated within eligible Oracle Applications. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.

- ⁶⁵ Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. Oracle Identity and Access Management Suite Plus for Oracle Applications may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage - or virtualization to data storage - of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications.
- ⁶⁶ Oracle WebCenter Portal for Oracle Applications can be used only to surface the eligible Oracle application and custom applications. Surfacing any third-party applications, including other applications from Oracle, requires a full-use license. Multiple eligible Oracle applications can be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications can be used to integrate the various WebCenter Services (Wikis, Blogs, Discussions, etc.) into an application context, as well as build out custom workflows and notifications between the eligible Oracle application and WebCenter Portal components. The content management features can be used to store and manage documents created outside the eligible application provided that they are related to the eligible application or application context.
- ⁶⁷ Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, modify pre-packaged imaging application document types, and create and modify input mappings to imaging applications. Imaging can also invoke Web service API's from Oracle Application workflows. A full-use license of WebCenter Imaging is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, develop custom workflows, and invoke APIs from custom workflows or custom application integrations.
- ⁶⁸ WebCenter Adapter for EMC Documentum is available for: WebCenter Portal, WebCenter Content, and WebCenter Sites. Each WebCenter Adapter for EMC Documentum is licensed separately.
- ⁶⁹ WebCenter Adapter for Microsoft SharePoint is available for: WebCenter Portal, WebCenter Content, and WebCenter Sites. Each WebCenter Adapter for Microsoft SharePoint is licensed separately.
- ⁷⁰ Application Management Pack for Oracle Fusion Applications can only be licensed with WebLogic Suite/WebLogic Suite for Oracle Applications, together with the SOA Suite for Oracle Middleware/SOA Suite for Oracle Middleware for Oracle Applications and must match the number of licenses to the associated WebLogic Suite/WebLogic Suite for Oracle Applications and the SOA Suite for Oracle Middleware/SOA Suite for Oracle Middleware for Oracle Applications.
- ⁷² Sale of this product after August 31, 2012 to customers that owned legacy Latitude product licenses will require certification that that customer has upgraded to a release that does not include third-party Corda software (e.g. Endeca Information Discovery v 2.2.2).
- ⁷⁵ The Named User Plus minimum for this program is 100 Named User Plus licenses.
- ⁷⁶ Unified Business Process Management Suite for Oracle Applications may be used only to extend the workflows of the eligible Oracle application. Workflows modeled in Oracle Unified Business Process Management Suite for Oracle Applications that integrate with any third-party applications, including other applications from Oracle, requires a full-use license. Multiple eligible Oracle applications can be integrated in a single Business Process instance provided that an Oracle Unified BPM Suite for Oracle Applications license exists for each eligible application that participates.
- ⁷⁷ Endeca Discovery Foundation for Oracle Applications (or Endeca Information Discovery Studio and Endeca Information Discovery Integrator) sold by Named User Plus for use with E-Business Suite product "Extensions for Endeca", must be licensed per user per EBS Extensions for Endeca product. For example, a customer purchasing 50 Enterprise Asset Management Extensions for Oracle Endeca - Application User and 50 Inventory Management Extensions for Oracle Endeca - Application User and licensing Endeca Discovery Foundation for Oracle Applications by Named User Plus as the prerequisite, must purchase 100 Endeca Discovery Foundation for Oracle Applications - Named User Plus licenses. The Endeca prerequisite(s) may alternatively be licensed by Processor.
- ⁷⁸ Endeca Text Enrichment and Endeca Text Enrichment with Sentiment Analytics are each available for English, French, German, Spanish and Portuguese. Endeca Text Enrichment for each language is licensed separately. Endeca Text Enrichment with Sentiment Analytics for each language is licensed separately.
- ⁷⁹ The licenses for this program must match the number of licenses of the associated license program being managed or monitored. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed.
- ⁸⁰ WebCenter Sites Options must match the number of licenses of the associated WebCenter product. When licensing the Option for WebCenter Sites for Oracle ATG Web Commerce the number of licenses of the Option must match the deployed Processors of WebCenter Sites for Oracle ATG Web Commerce.
- ⁸¹ The Named User Plus minimum for this program is 20 Named User Plus licenses.

⁸² When licensing Management Pack Plus for Identity Management, the number of licenses must match the number of Identity Management product(s) licenses being managed or monitored by Oracle. If the Identity Management product is licensed by Named User Plus then the number of Employee User and Non Employee User - External licenses of Management Pack Plus for Identity Management must equal the total of the Named User Plus licenses that are being managed or monitored with the Management Pack Plus.

⁸³ The minimum for this program is 10 NUP per Application Developed

⁸⁴ Hosting of this product by the end user is not permitted (an end user cannot host the product for its customers, and a hosting company cannot purchase licenses 1:1 for specific end users).

⁸⁵ Cloud Adapters are available for Salesforce.com

⁸⁶ Oracle Cloud Adapters must match the number of licenses to the associated Oracle Service Bus, SOA Suite for Oracle Middleware, SOA Suite for Non Oracle Middleware, BPEL Process Manager Option, and BPEL Process Manager

⁸⁷ Oracle GoldenGate for Oracle Applications may only be used with the Oracle supplied integration jobs. Customization of the Oracle supplied integration jobs is allowed if necessitated by (i) customizations of the source application or of the target application or (ii) for performance tuning of the GoldenGate configuration. Oracle GoldenGate for Oracle Applications may not be used (i) for replication to non-Oracle databases or (ii) by other Oracle or (iii) by third party applications for any type of data integration or replication purposes. For the avoidance of doubt, examples of other uses that are not permitted include, but are not limited to, the following: replicating data to non-oracle databases (including MySQL), adding new source or target schemas, adding unsupported application modules to either source or target schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Oracle.

⁸⁸ The Named User Plus minimum for this program is 2,000 Named User Plus licenses.

Oracle Business Intelligence Applications Supplemental Pricing Notes v030314

	Metric	Notes
Enterprise Performance Management Suites and Associated Options		
Hyperion Financial Close Suite		
Oracle Hyperion Financial Close Suite	Application User	2
Option: Data Relationship Management for Oracle Hyperion Financial Close Suite	Application User	2
Hyperion Enterprise Financial Planning Suite		
Oracle Hyperion Enterprise Financial Planning Suite	Application User	2
Option: Data Relationship Management for Oracle Hyperion Enterprise Financial Planning Suite	Application User	2
Enterprise Performance Management Standalone Products		
Hyperion Financial Management Plus	Application User	1
Essbase Analytics Link for Hyperion Financial Management (Controlled Availability)	Application User	8
Hyperion Planning Plus	Application User	1
Hyperion Workforce Planning (Controlled Availability)	Application User	8
Hyperion Capital Asset Planning (Controlled Availability)	Application User	8
Financial Services Balance Sheet Planning (Controlled Availability)	\$B in Total Assets	8
Hyperion Performance Scorecard Plus (Controlled Availability)	Application User	1.8
Hyperion Business Modeling (Controlled Availability)	Application User	8
Option: Hyperion Financial Data Quality Management, Enterprise Edition		
Adapter for Financial Management	Application User	2
Option: Hyperion Financial Data Quality Management, Enterprise Edition Adapter Suite	Application User	2
Option: Hyperion Financial Data Quality Management, Enterprise Edition		
ERP Source Adapter for SAP	Application User	2
Hyperion Financial Data Quality Management (Controlled Availability)	Application User	8
Option: Hyperion Financial Data Quality Management Adapter for Financial	Application User	2.8
Option: Hyperion Financial Data Quality Management Adapter Suite (Controlled Availability)	Application User	2.8
Option: Hyperion Financial Data Quality Management ERP Source Adapter for SAP (Controlled Availability)	Application User	2.8
Hyperion Financial Data Quality Management for Hyperion Enterprise (Controlled Availability)	Application User	8
Option: Hyperion Financial Data Quality Management Adapter Suite (Controlled Availability)	Application User	2,3,8
Data Relationship Management	Record	8
Option: Data Relationship Management Read Only Access	Record	2.8
Data Relationship Governance	Application User	8
User Productivity Kit		
User Productivity Kit Standard	UPK Developer	9
User Productivity Kit Standard	Application User	9
User Productivity Kit Standard	Employee	9
User Productivity Kit Professional	UPK Developer	9
User Productivity Kit Professional	Application User	9
User Productivity Kit Professional	Employee	9
BI Applications, Fusion Edition - CRM Analytics		
Customer Data Management Analytics, Fusion Edition (Controlled Availability)	Application User	8
BI Applications, Fusion Edition - ERP Analytics		
Supply Chain and Order Management Analytics, Fusion Edition	Application User	10
Financial Analytics, Fusion Edition	Application User	10
Product Information Management Analytics, Fusion Edition (Controlled Availability)	Application User	8
BI Applications for SAP - ERP Analytics		
Supply Chain and Order Management Analytics for SAP (Controlled Availability)	Application User	7,8
Financial Analytics for SAP (Controlled Availability)	Application User	7,8
Procurement & Spend Analytics for SAP (Controlled Availability)	Application User	7,8
BI Applications, Fusion Edition - Financial Services Analytics		
Financial Services Profitability Analytics	Application User	6

¹ Customers with legacy Hyperion pre-System 9 product licenses must pay a Foundation Enablement migration fee to migrate to the corresponding Oracle Hyperion licenses, which include Hyperion Foundation Services. Additional information can be found on eSource at <http://esource.oraclecorp.com> > License > Migration > Migration Pricing Practices > Acquisition Specific Migration Practices > Hyperion Migration Practices. A detailed license mapping spreadsheet can be found on eSource at <http://esource.oraclecorp.com> > License > Migration > Product Migration Listing > Hyperion Pre-System 9. If you are an Oracle partner, please contact your Oracle Representative for additional information.

² Hyperion product option license quantities must match the number of licenses of the associated Hyperion product. This rule applies to all license models: Component, Customer Application Suite and Enterprise. Examples include the following:

The number of Hyperion Financial Data Quality Management Financial Management Adapter Application User licenses must match the number of Hyperion Financial Data Quality Management Application User licenses.

The number of Hyperion Data Relationship Management for Hyperion Financial Close Suite Application User licenses must match the number of Hyperion Financial Close Suite Application User Licenses. Similarly, the number of Hyperion Data Relationship Management for Hyperion Financial Close Suite Enterprise \$M in Revenue licenses must match the number of Hyperion Financial Close Suite Enterprise \$M in Revenue licenses.

³ When licensing Hyperion Financial Data Quality Management Adapter Suite as an option to Hyperion Financial Data Quality Management for Hyperion Enterprise, only the Tax Adapter and Batch Automation may be used.

⁶ Financial Services Profitability Analytics is designed to integrate with OFSA. There is no ETL so the Informatica requirement does not apply to Financial Services Profitability Analytics.

⁷ This product supports "Data Integrator and Application Adapter for Data Integration" as the data integration prerequisite. It does not support data integration using Informatica PowerCenter. Similar products with Informatica PowerCenter as a prerequisite do not support Oracle "Data Integrator and Application Adapter for Data Integration" for data integration. For more information on prerequisites, please refer to the Price List Supplement.

⁸ This product is offered under Controlled Availability (CA), which means it requires special approval prior to quoting. For information on the Controlled Availability process and required approvals, please refer to the Controlled Availability section on eSource at, <http://esource.oraclecorp.com> > Home > Controlled Availability Sales Questions. If you are an Oracle partner, please contact your Oracle Representative for additional information.

⁹ When licensing Oracle User Productivity Kit Standard, you must license a minimum of one (1) UPK Developer and either Application Users for UPK Standard or Employees for UPK Standard;
When licensing Oracle User Productivity Kit Professional, you must license a minimum of one (1) UPK Professional Developer and either Application Users for UPK Professional or Employees for UPK Professional;
When licensing any UPK Content Modules, you must license a minimum of: one (1) UPK Developer and either Application Users for UPK Standard or Employees for UPK Standard; OR, one (1) UPK Professional Developer and either Application Users for UPK Professional or Employees for UPK Professional.

¹⁰ When licensing this ERP Analytics Application for use exclusively with a JD Edwards ERP system as a data source, the user minimum is 10 Application Users.

Oracle E-Business Suite Applications Supplemental Pricing Notes v031314

	Metric	Notes
Governance, Risk and Compliance (GRC)		
Enterprise Governance, Risk, and Compliance Manager	Application User	14
Option: Financial Governance	Application User	14
Option: Application Access Controls for E-Business Suite	Monitored User	1
Option: Configuration Controls for E-Business Suite	Monitored User	1
Marketing and Sales		
Option: Advanced Pricing	Application User	1
Sales for Handhelds	Application User	14
Option: Advanced Pricing	Application User	1
Channel Revenue Management		
Option: Channel Rebates and Point of Sale Management	Application User	1
Option: Advanced Pricing	Application User	1
Option: Supplier Ship and Debit	Application User	1
Option: Price Protection	Application User	1
Order Management		
Order Management	Application User	3
	Electronic Order Line	3
Option: Advanced Pricing	Application User	1
	Electronic Order Line	1
Option: Release Management	Application User	1
	Electronic Order Line	1
Sales Contracts	Application User	21
Configurator	Application User	6
Configurator	Processor	4,6
iStore	Processor	4
Supply Chain Event Management	Processor	14
Logistics		
Option: Mobile Supply Chain Applications	Application User	1,15
Option: Warehouse Management	Application User	1,15
Landed Cost Management	\$M Cost of Goods Sold	14
Supply Chain Planning		
Option: Constraint Based Optimization	\$M Cost of Goods Sold	1
Service Parts Planning	\$M Cost of Goods Sold	14
Option: Repetitive Manufacturing Optimization	\$M Cost of Goods Sold	1
Demand Signal Repository	\$M Revenue Under Mgt	14
In-Memory Consumption-Driven Planning	\$M Revenue Under Mgt	14
In-Memory Performance-Driven Planning	\$M Cost of Goods Sold	14
Procurement		
Option: Sourcing	Application User	1, 46
Option: Sourcing Optimization	Application User	1
Option: iSupplier Portal	Application User	1, 46
Option: Procurement Contracts	Application User	1
Option: Services Procurement	Application User	1,46
Option: Advanced Pricing	Application User	1
Business Approvals Connector for Managers	Application User	14
Supplier Lifecycle Management	Record	46,65
Manufacturing		
Option: Manufacturing Execution System for Discrete Manufacturing	Application User	1,16
Option: Mobile Supply Chain Applications	Application User	1,16
Option: Flow Manufacturing	Application User	1,16
Option: Flow Sequencing	Application User	1,14,16
Option: Manufacturing Execution System for Process Manufacturing	Application User	1,20
Option: Mobile Supply Chain Applications	Application User	1,20

Oracle E-Business Suite Applications Supplemental Pricing Notes v031314

	Metric	Notes
Asset Lifecycle Management		
Option: Self-Service Work Requests	Application User	1,25
Service		
Option: Spares Management	Field Technician	1
Option: Advanced Scheduler	Field Technician	1
Option: Mobile Field Service	Field Technician	1
iSupport	Processor	4
Projects		
Option: Project Billing	Application User	17
Project Portfolio Analysis	Application User	14
Product Lifecycle Management		
Agile Product Lifecycle Management		
Agile Product Collaboration	Application User	71
Agile Product Governance and Compliance	Application User	71
Agile Product Cost Management	Application User	46,71
Agile Product Quality Management	Application User	71
Agile Product Portfolio Management	Application User	71
AutoVue 2D Professional for Agile	Application User	48,55,66, 71
AutoVue Electro-Mechanical Professional for Agile	Application User	48,55,66,71
Agile Food and Drug Administration Validation Pack	Customer	54,71
Agile Engineering Data Management	Application User	14,71
Option: Agile Product Workbench	Application User	1,14,71
Option: Agile Distributed File Management	Processor	14,71
Product Lifecycle Analytics	Application User	71
Agile Customer Needs Management	Application User	71
Agile Material and Equipment Management for Pharmaceuticals	Application User	14,71
Agile Recipe Management for Pharmaceuticals	Application User	14,71
Agile Product Lifecycle Management Integration Products		
Agile ERP Adapter	Processor	50,71
Agile Product Lifecycle Management for Process		
Agile Product Data Management for Process	Application User	60
Option: Agile Formulation and Compliance for Process	Application User	1,60
Option: Agile Product Supplier Collaboration for Process	Application User	1,46,60
Option: Agile Product Quality Management for Process	Application User	1,46
Agile New Product Development and Introduction for Process	Application User	60
Enterprise Visualization		
AutoVue Office	Application User	48,61,66
AutoVue 2D Professional	Application User	48,61,66
AutoVue 3D Professional Advanced	Application User	48,61,66
AutoVue EDA Professional	Application User	48,61,66
AutoVue Electro-Mechanical Professional	Application User	48,61,66
AutoVue VueLink Integration	Computer	49, 68
AutoVue Mobile	Computer	14
AutoVue Office Document Print Service	Computer	14,67,70
AutoVue 2D Document Print Service	Computer	14,67,70
AutoVue 3D Document Print Service	Computer	14,67,70
Financial		
Option: Environmental Accounting and Reporting	Application User	1
Financials Accounting Hub	Employee	14
Business Approvals Connector for Managers	Application User	14
Human Resources		
Workforce Scheduling	Employee	14
Business Approvals Connector for Managers	Application User	14

Oracle E-Business Suite Applications Supplemental Pricing Notes v031314

	Metric	Notes
Master Data Management		
Master Data Management - Customer Hub for B2B		
Customer Hub B2B	Record	43,45
Customer Hub Add-On B2B for Siebel CRM and Oracle E-Business Suite	Record	43,45
Customer Hub & Customer Hub Add-on Options (Customer Hub options are available only with Siebel Universal Customer Master (UCM))		
Option: Activity Hub B2B	Record	44,45
Option: Field Service Hub B2B	Record	44,45
Option: Hyperion Data Relationship Management for Customer Hub	Record	14,44,45
Option: Marketing Hub B2B	Record	44,45
Option: Sales Hub B2B	Record	44,45
Option: Service Hub B2B	Record	44,45
Master Data Management - Customer Hub for B2C		
Customer Hub B2C	Record	43,45
Customer Hub Add-On B2C for Siebel CRM and Oracle E-Business Suite	Record	43,45
Customer Hub & Customer Hub Add-on Options (Customer Hub options are available only with Siebel Universal Customer Master (UCM))		
Option: Activity Hub B2C	Record	44,45
Option: Field Service Hub B2C	Record	44,45
Option: Marketing Hub B2C	Record	44,45
Option: Privacy Management Policy Hub B2C	Record	44,45
Option: Sales Hub B2C	Record	44,45
Option: Service Hub B2C	Record	44,45
Master Data Management - Site Hub		
Site Hub	Record	14
Site Hub Add-On for Oracle E-Business Suite	Record	14
Master Data Management - Supplier Hub		
Supplier Hub	Record	65
Supplier Hub Add-On for Oracle E-Business Suite	Record	65
Master Data Management - Vertical Customer Hub		
Automotive Captive Finance Customer Hub	Record	44, 45
Case Hub	Record	44, 45
Higher Education Constituent Hub	Record	14, 44, 45
Life Sciences Customer Hub	Record	44, 45
Master Data Management - Product Information Management		
Product Hub	Record	43, 45
Product Hub Add-on	Record	43, 45
Master Data Management - Administrative & Development		
Customer Hub Data Steward	Application User	43, 45
Higher Education Constituent Hub Data Steward	Application User	14
Product Hub Data Steward	Application User	43, 45
Site Hub Data Steward	Application User	14
Master Data Management - Data Quality		
Data Quality Matching Server	Processor	14
Data Quality Address Validation Server	Processor	14
Data Quality Profiling Server	Processor	14
Data Quality Parsing and Standardization Server	Processor	14
Application Integration Architecture		
Application Integration Architecture Foundation Pack Extension for Communications	Processor	14
Application Integration Architecture Foundation Pack Extension for Insurance	Processor	14
Application Integration Architecture Foundation Pack Extension for Utilities	Processor	14
Agile Product Lifecycle Management Integration Pack for Oracle E-Business Suite: Design to Release	Processor	14
Agile Product Lifecycle Management Integration Pack for SAP: Design to Release	Processor	14

Oracle E-Business Suite Applications Supplemental Pricing Notes v031314

	Metric	Notes
Communications Billing and Revenue Management Integration Pack for Oracle E-Business Suite: Revenue Accounting	Processor	14
Demantra Integration Pack for Siebel CRM Consumer Goods	Processor	14
Demantra Sales and Operations Planning Integration to Hyperion Planning	Processor	14
Design to Release Integration Pack for Agile Product Lifecycle Management and JD Edwards EnterpriseOne	Processor	14
Driver Management Integration Pack for Oracle Transportation Management and Oracle E-Business Suite	Processor	14
Enterprise Taxation Management Integration for Oracle E-Business Suite Financials General Ledger and Accounts Payable	Processor	14
Financial Management Integration Pack for Oracle Transportation Management and Oracle E-Business Suite	Processor	14
Financial Operations Control Integration Pack for Oracle Retail Merchandise Operations Management and E-Business Suite Financials	Processor	14
Lead to Order Integration Pack for Oracle CRM On Demand and Oracle E-Business Suite	Processor	14
Order Management Integration Pack for Oracle Transportation Management, Oracle E-Business Suite and Siebel CRM	Processor	14
Customer Master Data Management Integration Base Pack	Processor	14
Customer Master Data Management Integration Option	Processor	14, 62
Product Master Data Management Integration Base Pack	Processor	14
Product Master Data Management Integration Option	Processor	14, 63
Siebel Call Center Integration Pack for Oracle Adverse Event Reporting System	Processor	14
Siebel CRM Integration to Oracle Incentive Compensation	Processor	14
Siebel CRM Integration Pack for Oracle Order Management	Processor	14
Utilities Customer Care and Billing Integration to Oracle E-Business Suite Financials for General Ledger and Accounts Payable	Processor	14
Interaction Center Technology		
Advanced Outbound Telephony	Workstation	14
Other		
Exchange Marketplace	\$M Annual Transaction Volume	14
User Productivity Kit		
User Productivity Kit Standard	UPK Developer	22
User Productivity Kit Standard	Application User	22
User Productivity Kit Standard	Employee	22
User Productivity Kit Professional	UPK Developer	22
User Productivity Kit Professional	Application User	22
User Productivity Kit Professional	Employee	22
User Productivity Kit Content Materials for Marketing and Sales		
Oracle E-Business Suite UPK for Oracle Incentive Compensation (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Channel Revenue Management		
Oracle E-Business Suite UPK for Oracle Price Protection (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Order Management		
Oracle E-Business Suite UPK for Order Management (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Shipping Execution (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Logistics		
Oracle E-Business Suite UPK for Inventory (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22

Oracle E-Business Suite Applications Supplemental Pricing Notes v031314

	Metric	Notes
Oracle E-Business Suite UPK for Oracle Warehouse Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Supply Chain Planning		
Oracle E-Business Suite UPK for Oracle Advanced Supply Chain Planning		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Rapid Planning		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Inventory Optimization		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Global Order Promising		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Collaborative Planning		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Service Parts Planning		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Strategic Network Optimization		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Demantra UPK for Demantra Demand Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Demantra UPK Fundamentals for Demantra Demand Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Demantra UPK for Demantra Real-Time Sales and Operations Planning		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Demantra UPK for Demantra Predictive Trade Planning		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Demantra UPK for Demantra Deduction and Settlement Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Procurement		
Oracle E-Business Suite UPK Purchasing		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Sourcing		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK iSupplier Portal		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK iProcurement		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Manufacturing		
Oracle E-Business Suite UPK for Work in Process		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Discrete Manufacturing Bills of Material		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Discrete Manufacturing, Engineering		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Discrete Manufacturing Quality		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Manufacturing Execution System for Discrete Manufacturing		

Oracle E-Business Suite Applications Supplemental Pricing Notes v031314

	Metric	Notes
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Flow Manufacturing, Electronic Kanban		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Process Manufacturing: Product Development		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Process Manufacturing Process Costing		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Process Manufacturing: Process Execution		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Process Manufacturing, Process Quality		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Process Manufacturing: System Administration		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Manufacturing Execution System for Process Execution		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Process Manufacturing Regulatory Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Manufacturing Operations Center		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
		22
User Productivity Kit Content Materials for Asset Lifecycle Management		
Oracle E-Business Suite UPK for Oracle Enterprise Asset Management		22
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Service		
Oracle E-Business Suite UPK for Oracle Service Contracts		22
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Field Service		22
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Depot Repair		22
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Projects		
Oracle E-Business Suite UPK for Project Costing		22
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Project Resource Management		22
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Project Management		22
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Project Foundation		22
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Content Materials for Product Lifecycle Management		
Agile UPK for Agile Administrator		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Agile UPK for Agile Product Collaboration		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Agile UPK for Agile Product Governance and Compliance		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22

Oracle E-Business Suite Applications Supplemental Pricing Notes v031314

	Metric	Notes
Agile UPK for Agile Product Cost Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Agile UPK for Agile Product Quality Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Agile UPK for Agile Product Portfolio Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Agile UPK Fundamentals for Product Lifecycle Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Agile UPK for Agile Customer Needs Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Agile UPK for Agile Material and Equipment Management for Pharmaceuticals		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Agile UPK for Agile Recipe Management for Pharmaceuticals		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Financials		
Oracle E-Business Suite UPK Payables		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK Receivables		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK General Ledger		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK Financials Centralized Solution Set		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK Assets		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Advanced Collections		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK Internet Expenses		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle U.S. Federal Financials		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Human Resources		
Oracle E-Business Suite UPK Human Resources		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK Self-Service Human Resources		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Compensation Workbench		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for iRecruitment		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK Payroll		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK Performance Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK Time and Labor		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22

Oracle E-Business Suite Applications Supplemental Pricing Notes v031314

	Metric	Notes
User Productivity Kit Content Materials for Learning Management		
Oracle E-Business Suite UPK for Learning Management (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Master Data Management		
Oracle E-Business Suite UPK for Oracle Site Hub (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Product Hub (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Public Sector/University		
Oracle E-Business Suite UPK for Oracle Contract Lifecycle Management for Public Sector for Oracle Purchasing (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Contract Lifecycle Management for Public Sector for Oracle Sourcing (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Contract Lifecycle Management for Public Sector for Oracle iSupplier Portal (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Contract Lifecycle Management for Public Sector for Oracle Procurement Contracts (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Contract Lifecycle Management for Public Sector for Oracle iProcurement (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Financial Services		
Oracle E-Business Suite UPK for Oracle Lease and Finance Management (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for High Tech		
Oracle E-Business Suite UPK for Shop Floor Management (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Aerospace, Defense and Transportation		
Oracle E-Business Suite UPK for Oracle Complex Maintenance, Repair, and Overhaul (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Other User Productivity Kit Content Materials		
Oracle E-Business Suite UPK Fundamentals for Oracle E-Business Suite (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for Oracle Install Base (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Oracle E-Business Suite UPK for E-Business Suite Tools and Technologies (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Vertical Applications		

Oracle E-Business Suite Applications Supplemental Pricing Notes v031314

	Metric	Notes
Communications/Utilities		
CRL Financial Management	Module	8
	Per Subscriber Thereafter	8
Telco Provisioning	Module	8,14
	Per Subscriber Thereafter	8,14
Number Portability	Module	8,14
	Ported Number/Year	8,14
Telecommunications Billing Integrator	Employee	14
Public Sector/University		
Loans	Application User	14
Contract Lifecycle Management for Public Sector	Application User	14, 69
Financial Services		
Financial Services Funds Transfer Pricing	\$B in Total Assets	14
Financial Services Asset Liability Management	\$B in Total Assets	14
Financial Services Profitability Management	\$B in Total Assets	14
Financial Services Pricing Management, Transfer Pricing Component	\$B in Total Assets	14
Lease and Finance Management	\$M Managed Assets	13
High Tech		
Supply Chain Trading Connector for RosettaNet	PIP	14
Aerospace, Defense and Transportation		
Complex Maintenance, Repair & Overhaul	Application User	14

- ¹ An option must be licensed at the same level (or greater than) as its parent. Example: number of Flow Manufacturing users = number of Discrete Manufacturing users. If the parent has multiple metrics, the option must be licensed at the same level as its parent for each metric. Example: number of Advanced Pricing users = number of Order Management users AND number of Advanced Pricing Electronic Order Lines = number of Order Management Electronic Order Lines.
- ³ Order Management is licensed based upon the number of application users AND the number of electronic order lines entered from any source other than those entered by licensed Order Management Users. Order Management User licenses are required for all individuals who are using Order Management. In addition, any order that is entered electronically into Order Management must be licensed using the Electronic Order Line metric. This applies to order lines originating in iStore, Quoting, EDI/XML transactions, legacy applications or any other source. (Order lines entered manually by the licensed Order Management users are covered under the Order Management User license).
- ⁴ For the purpose of licensing this program (except Healthcare Transaction Base), only the processors on which iAS Standard Edition and/or Enterprise Edition and this program are running are counted for the purpose of determining the number of processors required to license this program.
- For the purpose of licensing Healthcare Transaction Base, only the processors on which iAS Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of processors required to license this program.
- ⁶ Configurator can be licensed by Application User OR by Processor. If licensing by Application User, then the actual users accessing Configurator must be counted. If the user population accessing Configurator is uncountable, then the Processor metric must be used.
- ⁸ Customers must pay for both the module and the subscriber/workstation fee.
- ¹² Customers who licensed Oracle applications under the 'E-Business Suite' bundle can continue to purchase licenses per pages 5 and 6 of the March 7, 2003 price list. This rule also applies to customers who do not have a price hold. Please note that as of January 9, 2009, the product CADView-3D is no longer included in any additional 'E-Business Suite' licenses sold.
- Customers who licensed Oracle applications under the 'E-Business Suite 2003' bundle can continue to purchase Professional User and Professional User – (external usage) licenses, per page 8 of the December 1, 2006 price list. This rule also applies to customers who do not have a price hold. Please note that as of January 9, 2009, the product CADView-3D is no longer included in any additional 'E-Business Suite' licenses sold.
- ¹³ If Managed Assets are \$10 billion or less, the price per \$M in Managed Assets is 2,300. If Managed Assets are greater than \$10 billion, the price per \$M in Managed Assets for the first 10,000 licenses is 2,300, and the price per \$M in Managed Assets for each additional license is 1,150.
- ¹⁴ This product is on Controlled Availability (CA) and requires approval. For more information on CA process and approval, please refer to the Controlled Availability section on eSource at <http://esource.oraclecorp.com> > Controlled Availability Sales Questions. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.
- ¹⁵ Where Inventory Management is licensed across multiple plants or warehouses, the Inventory Management options (Mobile Supply Chain Applications, Warehouse Management) can be licensed individually for each plant/warehouse. Within each plant/warehouse using the Inventory option, the option must be licensed at the same user count as Inventory Management or the actual user count, whichever is greater.
- ¹⁶ Where Discrete Manufacturing is licensed across multiple plants, the Discrete Manufacturing options (Mobile Supply Chain Applications, etc) can be licensed individually for each plant. Within each plant using the Manufacturing option, the option must be licensed at the same user count as Discrete Manufacturing or the actual user count, whichever is greater.
- ¹⁷ Where Projects is licensed across many lines of business, the Project Billing option to Project Costing can be licensed individually for each line of business using the Oracle Projects solution. Within each line of business using the Project Billing option, the option must be licensed at the same user count as Project Costing.
- ²⁰ Where Process Manufacturing is licensed across multiple plants, the Process Manufacturing options (Mobile Supply Chain Applications, etc) can be licensed individually for each plant. Within each plant using the Manufacturing option, the option must be licensed at the same user count as Process Manufacturing or the actual user count, whichever is greater.
- ²¹ Sales Contracts Application User licenses are required for all contract administrators, legal staff, order administrators and sales personnel who manage the contracts library or author contracts.

²² When licensing Oracle User Productivity Kit Standard, you must license a minimum of one (1) UPK Developer and either Application Users for UPK Standard or Employees for UPK Standard;

When licensing Oracle User Productivity Kit Professional, you must license a minimum of one (1) UPK Professional Developer and either Application Users for UPK Professional or Employees for UPK Professional;

When licensing any UPK Content Modules, you must license a minimum of: one (1) UPK Developer and either Application Users for UPK Standard or Employees for UPK Standard; OR, one (1) UPK Professional Developer and either Application Users for UPK Professional or Employees for UPK Professional.

²⁵ If you license the Self Service Work Request option in conjunction with EAM, you are required to maintain licenses for the equivalent number of EAM 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.

⁴³ Licensing Customer Hub provides rights to use Oracle Customer Data Hub (CDH) and/or Siebel Universal Customer Master (UCM). If running both, licenses for the sum total of item records managed across the two products must be purchased.

⁴⁴ Only available with Siebel Universal Customer Master (UCM) product.

⁴⁵ For Master Data Management (MDM) products, the Oracle EBS applications products include the standard, restricted use of underlying Oracle technology. The Siebel applications products do not include a restricted use of underlying Oracle technology.

⁴⁶ For Oracle Sourcing, Oracle iSupplier Portal, Oracle Services Procurement, Oracle Supplier Lifecycle Management, Agile Product Cost Management, Agile Product Supplier Collaboration for Process, and Agile Product Quality Management for Process programs, use by your external suppliers is included with your licenses.

⁴⁸ AutoVue includes a Desktop deployment, and a Client/Server deployment. For the Application User licensing metric (in the Component licensing model) or the Custom Suite User licensing metric (in the Custom Applications Suite licensing model), a single license cannot be split or shared between two users (e.g., one user using the AutoVue Desktop Deployment and a different user using the Client/Server deployment would require two licenses).

⁴⁹ Integrations are available for: SharePoint, Documentum, and Oracle Universal Content Management. Each integration is licensed separately.

⁵⁰ Agile PLM ERP Adapters are available for: Oracle E-Business Suite, JD Edwards Enterprise One and SAP R/3 4.0b and higher. Agile Engineering Data Management ERP Adapter is available for: SAP R3/4.7 and higher. SAP Adapter is Priced in Advanced of Availability. Each Adapter is licensed separately.

⁵⁴ Agile Food and Drug Administration Validation Protocol Packs are available for: Agile Product Collaboration, Agile Product Governance and Compliance, Agile Product Cost Management, Agile Product Quality Management, Agile Product Portfolio Management, Agile Material and Equipment Management for Pharmaceuticals, and Agile Recipe Management for Pharmaceuticals. Each Pack is licensed separately.

⁵⁵ This AutoVue product is validated for use with Agile Product Lifecycle Management.

⁶⁰ This program may not be licensed by Oracle or an authorized Oracle reseller to (i) Burger King, Jack-in-the-Box, CKE Restaurants Inc., Wendy's, Yum Brands, or any of their respective successors or assigns; this restriction is in place to honor a contractual commitment made prior to Oracle's acquisition of the program(s).

⁶¹ These programs are designated Oracle 1-Click Ordering Desktop Programs.

⁶² Oracle Customer Master Data Management Integration Options are available for: Siebel CRM; Oracle E-Business Suite; and, Oracle Communications Billing and Revenue Management. Each Option must be licensed separately.

⁶³ Oracle Product Master Data Management Integration Options are available for: Siebel CRM; Oracle E-Business Suite; Oracle Communications Billing and Revenue Management, and Oracle Communications Design Studio. Each Option must be licensed separately.

⁶⁵ When Oracle Supplier Lifecycle Management and Oracle Supplier Hub application products are deployed on the same instance, the number of Supplier records considered for each product licensing should be same for both applications.

⁶⁶ For the purposes of the following programs: Oracle AutoVue Office, Oracle AutoVue 2D Professional, Oracle AutoVue 3D Professional Advanced, Oracle AutoVue EDA Professional, Oracle AutoVue Electro-Mechanical Professional, Oracle AutoVue 2D Professional for Agile and Oracle AutoVue Electro-Mechanical Professional for Agile, a user external to your company who participates in and attends an AutoVue Real-Time Collaboration session or AutoVue web conference, but neither initiates nor hosts it, is not required to be separately licensed. All users within your company must be licensed.

- ⁶⁷ AutoVue Office Document Print Service, AutoVue 2D Document Print Service and AutoVue 3D Document Print Service are limited use products entitling the customer to use only the Integration Software Development Kit (iSDK) and AutoVue Print Services Application Programming Interfaces (APIs). All other AutoVue features, functionality and programming interfaces are excluded from the license.
- ⁶⁸ For Oracle AutoVue Vuelink Integration programs, installation and use of the Document Management System Customization (DMS Customization) and Document Management System Extension (DMS Extension) should not be counted when determining the total number of computer(s) to license.
- ⁶⁹ Purchasing must be licensed at the same user count as Contract Lifecycle Management for Public Sector or the actual user count, whichever is greater.
- ⁷⁰ For Oracle AutoVue Office Document Print Service, Oracle AutoVue 2D Document Print Service, and Oracle AutoVue 3D Document Print Service, only computer(s) where AutoVue Web Services are installed should be counted when determining the total number of computer(s) to license. Installation and use of the AutoVue Server should not be counted when determining the total number of computer(s) to license.
- ⁷¹ This program is eligible to be licensed with Oracle WebLogic Suite for Oracle Applications.

PeopleSoft Component Supplemental Pricing Notes v032014

	Metric	Notes
Customer Relationship Management		
HelpDesk	Employee	2
HelpDesk for Employee Self Service	Employee	2
HelpDesk for Human Resources	Employee	2
Workforce Communications	Employee	2
Workforce Communications for HelpDesk	Employee	2
Supply Chain Management		
eSupplier Connection	Application User	46
Inventory	Application User	47
Option: Mobile Inventory Management	Application User	7, 15
Strategic Sourcing	Application User	46
Supplier Contract Management	Application User	16
Asset Lifecycle Management		
Option: Self-Service Work Requests	Application User	3
ESA		
Expenses	Expense Report	2, 48
Pay/Bill Management	Application User	14
Financials		
Treasury	Application User	2
Human Capital Management (HCM)		
Absence Management	Employee	2
Benefits Administration	Employee	2
Directory Interface	Employee	2
eCompensation	Employee	2
ePerformance	Employee	2
HCM Portal Pack	Employee	2
Human Resources	Employee	2
In-Memory Labor Rules and Monitoring	Employee	2,14
Payroll	Employee	2, 14a
Payroll Interface	Employee	2
Pension Administration	Employee	2
Recruiting Solutions	Employee	2
Stock Administration	Employee	2,14
Succession Planning	Employee	2
Time and Labor	Employee	2, 49
Oracle Workforce Scheduling	Employee	2, 14
Enterprise Learning Management		
Enterprise Learning Management	Employee	2
Campus Solutions		
Gradebook	FTE Student	2, 14b
Campus Self Service	FTE Student	2, 14b
Contributor Relations	Application User	14b
Student Administration	FTE Student	2, 14b
Student Administration Integration Pack	FTE Student	2, 14b
CRM Analytics (EPM)		
CRM Warehouse	Application User	14
Supply Chain Analytics (EPM)		
Supply Chain Warehouse	Application User	14
Workforce Analytics (EPM)		
HCM Warehouse	Application User	14
Financial/ESA Analytics		
Financials Warehouse	Application User	14
Financials Warehouse for Public Sector and Higher Education	Application User	14
Campus Solutions Analytics		

PeopleSoft Component Supplemental Pricing Notes v032014

	Metric	Notes
Campus Solutions Warehouse	Application User	14
PeopleTools		
PeopleTools-Enterprise Development	Application User	2
PeopleTools-Enterprise Development Starter Kit	Application User	2, 3
Fusion Intelligence		
Fusion Campus Solutions Intelligence for PeopleSoft Enterprise	Application User	14
Governance, Risk, and Compliance		
Advanced Controls for PeopleSoft	Monitored User	2, 14
Oracle Enterprise Governance, Risk, and Compliance Manager	Application User	14
Option: Oracle Financial Governance	Application User	14
Application Access Controls Governor	Monitored User	2
Option: Application Access Controls for PeopleSoft Enterprise	Monitored User	2, 7
Configuration Controls Governor	Monitored User	2, 14
Option: Configuration Controls for PeopleSoft Enterprise	Monitored User	2, 7, 14
Enterprise Transaction Controls Governor	Monitored User	2
Option: Oracle Enterprise Transaction Controls Governor	Monitored User	2, 7
Connector to PeopleSoft Enterprise		
Option: Procure to Pay Transaction Controls for PeopleSoft Enterprise	Monitored User	2, 7
Application Testing		
Functional Testing Suite for Oracle Applications	Named User Plus	2, 3
Load Testing Suite for Oracle Applications	Named User Plus	2, 3
Application Integration Architecture		
Application Integration Architecture Foundation Pack	Processor	2, 3
Application Integration Architecture Foundation Pack	Named User Plus	2, 3
Application Integration Architecture Foundation Pack Extension for Communications	Processor	2, 3, 14
Application Integration Architecture Foundation Pack Extension for Communications	Named User Plus	2, 3, 14
Application Integration Architecture Foundation Pack Extension for Insurance	Processor	2, 3, 14
Application Integration Architecture Foundation Pack Extension for Insurance	Named User Plus	2, 3, 14
Application Integration Architecture Foundation Pack Extension for Utilities	Processor	2, 3, 14
Application Integration Architecture Foundation Pack Extension for Utilities	Named User Plus	2, 3, 14
Oracle Enterprise Taxation Management Integration to PeopleSoft Enterprise	Processor	2, 3, 14
Oracle Retail Merchandising Integration Pack for PeopleSoft	Processor	2, 3, 14
Enterprise Financials: Financial Operations Control		
Oracle Utilities Customer Care and Billing Integration to PeopleSoft	Processor	2, 3
Enterprise Financials for General Ledger and Accounts Payable		
UPK		
Oracle User Productivity Kit Standard	UPK Developer	22
Oracle User Productivity Kit Standard	Application User	22
Oracle User Productivity Kit Standard	Employee	22
Oracle User Productivity Kit Professional	UPK Developer	22
Oracle User Productivity Kit Professional	Application User	22
Oracle User Productivity Kit Professional	Employee	22
User Productivity Kit Content Materials for CRM		
PeopleSoft Enterprise UPK HelpDesk for Human Resources (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK for Online Marketing (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK for Support (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Human Capital Management		
PeopleSoft Enterprise UPK Absence Management (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22

PeopleSoft Component Supplemental Pricing Notes v032014

	Metric	Notes
PeopleSoft Enterprise UPK Benefits Administration (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft UPK for Candidate Gateway (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK eBenefits (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK eCompensation Manager Desktop (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK ePay (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK ePerformance (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK eProfile (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK eProfile Manager Desktop (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft UPK for Global Payroll Core (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK Human Resources (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK Payroll for North America (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK Talent Acquisition Manager (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK Time & Labor (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Learning Management		
PeopleSoft Enterprise UPK Enterprise Learning Management (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Financials/ESA Software		
PeopleSoft Enterprise UPK Asset Management (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK for Cash Management (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK Contracts (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft UPK for eSettlements (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK Expenses (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK General Ledger (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK Grants (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK Payables (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22

PeopleSoft Component Supplemental Pricing Notes v032014

	Metric	Notes
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK Project Costing		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK Receivables		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for EPM Financials/ESA		
PeopleSoft Enterprise UPK Planning and Budgeting		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Supply Chain Management		
PeopleSoft Enterprise UPK Billing		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft UPK for eBill Payment		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK eProcurement		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK Inventory		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK Order Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK Purchasing		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK for Strategic Sourcing		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft UPK for Supplier Contract Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Portal Solutions		
PeopleSoft UPK for Interaction Hub		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Campus Solutions		
PeopleSoft Enterprise UPK for Contributor Relations		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK Student Administration		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for PeopleTools		
PeopleSoft UPK for Test Framework		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Other User Productivity Kit Content Materials		
PeopleSoft Enterprise UPK Fundamentals for Campus Solutions		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK Fundamentals for Financials and Supply Chain Management Software Modules		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
PeopleSoft Enterprise UPK Fundamentals for HCM Software Modules		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22

PeopleSoft Component Supplemental Pricing Notes v032014

	Metric	Notes
(over 4K employees and/or over \$1 billion in revenue) PeopleSoft Enterprise UPK Reporting Tools for Campus Solutions	UPK Module	22
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or \$1 billion in revenue) PeopleSoft Enterprise UPK Reporting Tools for Financials/ESA and Supply Chain Management Software Modules	UPK Module	22
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue) PeopleSoft Enterprise UPK Reporting Tools for HCM Software Modules	UPK Module	22
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue) PeopleSoft Enterprise UPK Reporting Tools for PeopleTools	UPK Module	22
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22

- ² This product is not available to be sold under Custom Suite Pricing.
- ³ This product is not available to be sold under Enterprise Pricing.
- ⁷ An option must be licensed at the same level (or greater than) as its parent. Example: number of Application Access Controls for PeopleSoft Enterprise users = number of Application Access Controls Governor users. If the parent has multiple metrics, the option must be licensed at the same level as its parent for each metric.
- ¹⁴ This product is on Controlled Availability and requires approval. Please refer to the Controlled Availability Questions on <http://esource.oraclecorp.com> for more information. If you are an Oracle Partner, please contact your Oracle Representative for additional information.
- ^{14a} The components of Global Payroll for Argentina, Global Payroll for Germany, and Global Payroll for Japan of the Payroll product are on Controlled Availability and requires approval. Please refer to the Controlled Availability Questions on <http://esource.oraclecorp.com> for more information. If you are an Oracle Partner, please contact your Oracle Representative for additional information.
- ^{14b} This product is on Controlled Availability in all countries except USA, Canada, Mexico, Australia, New Zealand, United Kingdom, The Netherlands, Belgium, Singapore, Taiwan and Hong Kong. Please refer to the Controlled Availability Questions on <http://esource.oraclecorp.com> for more information. If you are an Oracle Partner, please contact your Oracle Representative for additional information.
- ¹⁵ Where Inventory is licensed across multiple plants or warehouses, the Inventory Option (Mobile Inventory Management) can be licensed individually for each Business Unit/plant/warehouse. Within each Business Unit/plant/warehouse using the Inventory Option, the Option must be licensed equal to or greater than the same user count as Inventory or the actual user count, whichever is greater.
- ¹⁶ If the customer is intending to use release 8.9 of PeopleSoft Supplier Contract Management, please contact Charlotte Jorgenson (charlotte.jorgenson@oracle.com) in the PeopleSoft Product Management team to discuss the Microsoft Word integration with this product. If customer is intending to use release 9.0 or later, there is no need to contact PeopleSoft Product Management.
- ²² When licensing Oracle User Productivity Kit Standard, you must license a minimum of one (1) UPK Developer and either Application Users for UPK Standard or Employees for UPK Standard; When licensing Oracle User Productivity Kit Professional, you must license a minimum of one (1) UPK Professional Developer and either Application Users for UPK Professional or Employees for UPK Professional; When licensing any UPK Content Modules, you must license a minimum of: one (1) UPK Developer and either Application Users for UPK Standard or Employees for UPK Standard; OR, one (1) UPK Professional Developer and either Application Users for UPK Professional or Employees for UPK Professional.
- ⁴⁶ For PeopleSoft eSupplier Connection and PeopleSoft Strategic Sourcing, use by your external suppliers is included with your application user licenses.
- ⁴⁷ Due to the deprecation of PeopleTools Mobile functionality, the Mobile PAR Count feature within Inventory is no longer available to new customers.
- ⁴⁸ Due to the deprecation of PeopleTools Mobile functionality, the Mobile Time and Expense product within Expenses is no longer available to new customers.
- ⁴⁹ Due to the deprecation of PeopleTools Mobile functionality, the Mobile Time and Labor component within PeopleSoft Time and Labor is no longer available to new customers.

JD Edwards Component Supplemental Pricing Notes v032014

	Metric	Notes
EnterpriseOne		
Manufacturing and Supply Chain Management		
Blend Management	Application User	14
Demand Scheduling Execution	Application User	14
Product Variants	Application User	14
Supply Chain Planning		
Oracle Advanced Planning Command Center	\$M Cost of Goods Sold	2
Oracle Advanced Supply Chain Planning	\$M Cost of Goods Sold	2
Option: Oracle Constraint Based Optimization	\$M Cost of Goods Sold	2, 7
Oracle Collaborative Planning	\$M Cost of Goods Sold	2
Oracle Global Order Promising	\$M Cost of Goods Sold	2
Oracle Inventory Optimization	\$M Cost of Goods Sold	2
Oracle Production Scheduling	\$M Cost of Goods Sold	2
Option: Oracle Repetitive Manufacturing Optimization	\$M Cost of Goods Sold	2, 7
Oracle Rapid Planning	\$M Cost of Goods Sold	2
Oracle Service Parts Planning	\$M Cost of Goods Sold	2, 14
Oracle Strategic Network Optimization	\$M Cost of Goods Sold	2
Demantra Demand Management	\$M Cost of Goods Sold	2
Option: Demantra Advanced Forecasting and Demand Modeling	\$M Cost of Goods Sold	2, 7
Option: Demantra Real-time Sales and Operations Planning	\$M Cost of Goods Sold	2, 7
Demantra Predictive Trade Planning	\$M Cost of Goods Sold	2
Option: Demantra Deduction and Settlement Management	\$M Cost of Goods Sold	2, 7
Option: Demantra Trade Promotion Optimization	\$M Cost of Goods Sold	2, 7
Demand Signal Repository	\$M Revenue Under Mgmt	2, 14
In-Memory Consumption Driven Planning	\$M Revenue Under Mgmt	2, 14
In-Memory Performance Driven Planning	\$M Cost of Goods Sold	2, 14
Supply Management		
Operational Sourcing	Application User	46
Supplier Self Service	Application User	46
Financial Management Suite		
Expense Management	Expense Report	2
Option: Environmental Accounting and Reporting	Application User	7
Health and Safety		
Health and Safety Incident Management	Employee	2
Human Capital Management		
Human Resources	Employee	2
Payroll	Employee	2
Self-Service Human Resources	Employee	2
Time and Labor	Employee	2
Tools & Technology		
Technology Foundation	Application User	2, 14a
Technology Foundation Upgrade	Application User	2, 14a
Oracle Technology Foundation for JD Edwards EnterpriseOne	Application User	2, 3
Oracle Technology Foundation for JD Edwards EnterpriseOne Upgrade	Application User	2, 3
Application Testing		
Functional Testing Suite for Oracle Applications	Named User Plus	2, 3
Load Testing Suite for Oracle Applications	Named User Plus	2, 3
Application Integration Architecture		
Application Integration Architecture Foundation Pack	Processor	2, 3
Application Integration Architecture Foundation Pack	Named User Plus	2, 3
Application Integration Architecture Foundation Pack Extension for Communications	Processor	2, 3, 14
Application Integration Architecture Foundation Pack Extension for Communications	Named User Plus	2, 3, 14
Application Integration Architecture Foundation Pack Extension for Insurance	Processor	2, 3, 14
Application Integration Architecture Foundation Pack Extension for Insurance	Named User Plus	2, 3, 14
Application Integration Architecture Foundation Pack Extension for Utilities	Processor	2, 3, 14

JD Edwards Component Supplemental Pricing Notes v032014

	Metric	Notes
Application Integration Architecture Foundation Pack Extension for Utilities	Named User Plus	2, 3, 14
Oracle Demantra Sales and Operations Planning Integration to Hyperion Planning	Processor	2, 3, 14
Oracle Design to Release Integration Pack for Agile Product Lifecycle Management	Processor	2, 3, 14
Oracle Utilities Customer Care and Billing Integration to JD Edwards Financials for	Processor	2, 3, 14
UPK		
Oracle User Productivity Kit Standard	UPK Developer	22
Oracle User Productivity Kit Standard	Application User	22
Oracle User Productivity Kit Standard	Employee	22
Oracle User Productivity Kit Professional	UPK Developer	22
Oracle User Productivity Kit Professional	Application User	22
Oracle User Productivity Kit Professional	Employee	22
User Productivity Kit Content Materials for Manufacturing and Supply Chain Management		
JD Edwards EnterpriseOne UPK for Blend Management (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards EnterpriseOne UPK for Configurator (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards EnterpriseOne UPK for Grower Management (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards EnterpriseOne UPK for Grower Pricing and Payments (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards EnterpriseOne UPK for Manufacturing Management Discrete Shop (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards EnterpriseOne UPK for Manufacturing Management Engineer to Order (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards EnterpriseOne UPK for Manufacturing Management, Process Manufacturing (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards EnterpriseOne UPK for Requirements Planning (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Financial Management		
JD Edwards EnterpriseOne UPK Accounts Payable (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards EnterpriseOne UPK Accounts Receivable (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards EnterpriseOne UPK for Fixed Assets Accounting (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards EnterpriseOne UPK General Ledger (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Supply Chain Management		
JD Edwards EnterpriseOne UPK for Advanced Pricing (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards EnterpriseOne UPK Inventory Management (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards EnterpriseOne UPK Manufacturing - PDM (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards EnterpriseOne UPK for Sales Order Management (up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Supplier Relationship Management		
JD Edwards EnterpriseOne UPK Procurement and Subcontract Management		

JD Edwards Component Supplemental Pricing Notes v032014

	Metric	Notes
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Asset Lifecycle Management		
JD Edwards EnterpriseOne UPK for Advanced Real Estate Forecasting		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards EnterpriseOne UPK for Capital Asset Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards EnterpriseOne UPK for Real Estate Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Project Management		
JD Edwards EnterpriseOne UPK for Homebuilder Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards EnterpriseOne UPK for Project Costing		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Human Capital Management		
JD Edwards EnterpriseOne UPK for Human Capital Management Fundamentals		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards EnterpriseOne User Productivity Kit for Human Resources, Benefits		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards EnterpriseOne UPK for Time and Labor		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
Other User Productivity Kit Content Materials		
JD Edwards EnterpriseOne UPK Fundamentals for EnterpriseOne		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
World Products		
Quality Management	Application User	6
Multi-Site Consolidations	Application User	6
Human Resources Management	Employee	2
Payroll	Employee	2
Purchase Card Management	1K Transactions	2
UPK		
Oracle User Productivity Kit Standard	UPK Developer	22
Oracle User Productivity Kit Standard	Application User	22
Oracle User Productivity Kit Standard	Employee	22
Oracle User Productivity Kit Professional	UPK Developer	22
Oracle User Productivity Kit Professional	Application User	22
Oracle User Productivity Kit Professional	Employee	22
User Productivity Kit Content Materials for Distribution Management		
JD Edwards World UPK for Advanced Pricing		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards World UPK for Inventory Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards World UPK for Project Costing		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards World UPK for Procurement		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards World UPK for Sales Order Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22

JD Edwards Component Supplemental Pricing Notes v032014

	Metric	Notes
User Productivity Kit Content Materials for Manufacturing Management		
JD Edwards World UPK for Base Configurator		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards World UPK for Product Costing and Manufacturing Accounting		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards World UPK for Product Data Management and Shop Floor Control		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards World UPK for Requirements Planning and Production Scheduling		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Financials Management		
JD Edwards World UPK for Accounts Payable		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards World UPK for Accounts Receivable		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards World UPK for FASTR		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards World UPK for Fixed Assets		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards World UPK for General Ledger		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Foundation		
JD Edwards World UPK for Address Book		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards World UPK for Common Foundation		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards World UPK for EDI		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards World UPK for Technical Foundation		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards World UPK for World Writer		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
User Productivity Kit Content Materials for Human Capital Management		
JD Edwards World UPK for Human Resources Management		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22
JD Edwards World UPK for Payroll		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	22
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	22

- ¹ This product is not available to be sold under Component Pricing.
- ² This product is not available to be sold under Custom Suite Pricing.
- ³ This product is not available to be sold under Enterprise Pricing.
- ⁵ There is no compensation for selling this product.
- ⁶ This product is available for World Releases A8.1, A9.1 and A9.2 only
- ⁷ An option must be licensed at the same level (or greater than) as its parent. Example: number of Demantra Advanced Forecasting and Demand Modeling COGS = number of Demantra Demand Management COGS. If the parent has multiple metrics, the option must be licensed at the same level as its parent for each metric.
- ¹⁴ This product is on Controlled Availability and requires approval. Please refer to the Controlled Availability Questions that are posted on eSource: <http://esource.oraclecorp.com> for more information. If you are an Oracle Partner, please contact your Oracle Representative for additional information.
- ^{14a} This product is on Controlled Availability. Technology Foundation and Technology Foundation Upgrade are no longer available for add on licensing nor available for net new deals. Existing customers licensed for this product needing additional licenses can license Core Tools & Infrastructure and then go to IBM directly for additional licenses for the IBM Technology components. Or an alternate option is to migrate to Oracle Technology Foundation for JD Edwards EnterpriseOne. Customers not currently licensed for either of these products cannot license them going forward. Please refer to the Controlled Availability Questions that are posted on eSource: <http://esource.oraclecorp.com> for more information. If you are an Oracle Partner, please contact your Oracle Representative for additional information.
- ²² When licensing Oracle User Productivity Kit Standard, you must license a minimum of one (1) UPK Developer and either Application Users for UPK Standard or Employees for UPK Standard;
When licensing Oracle User Productivity Kit Professional, you must license a minimum of one (1) UPK Professional Developer and either Application Users for UPK Professional or Employees for UPK Professional;
When licensing any UPK Content Modules, you must license a minimum of: one (1) UPK Developer and either Application Users for UPK Standard or Employees for UPK Standard; OR, one (1) UPK Professional Developer and either Application Users for UPK Professional or Employees for UPK Professional.
- ⁴⁶ For JD Edwards Supplier Self Service and JD Edwards Operational Sourcing, use by your external suppliers is included with your application user licenses.

Siebel CRM Component Supplemental Pricing Notes v031314

	Metric	Notes
Siebel Base Applications		
Siebel CRM Base	Application User	55
Siebel CRM Tools and Servers		
Siebel Server Extensions for UNIX	Computer	1
Siebel CRM General		
Siebel Server Sync - Microsoft Exchange Server	Application User	2, 55
Siebel Handheld	Application User	6
Siebel Mobile Sales Assistant Data Access	Application User	7
Siebel Signature Capture Tool	Application User	8
Siebel CRM Customer Order Management		
Siebel Configurator Administration Server	Computer	3
Siebel Configurator Runtime	Application User	4
Siebel CRM Service		
Siebel HelpDesk Option	Application User	14
Siebel CRM Field Service		
Siebel Scheduling	Application User	55
Siebel CRM Marketing Automation		
Siebel Campaign Management	Application User	9
Siebel CRM Marketing Server		
Siebel Marketing Server - up to 500,000 records	Computer	10
Siebel Marketing Server - up to 1,000,000 records	Computer	10
Siebel Marketing Server - up to 3,000,000 records	Computer	10
Siebel Marketing Server - up to 5,000,000 records	Computer	10
Siebel Marketing Server - up to 10,000,000 records	Computer	10
Siebel Marketing Server - unlimited records	Computer	10
Siebel CRM Loyalty		
Siebel Loyalty Engine Standard Edition	100K Member Records	11
Siebel Loyalty Engine Multi-Partner Edition	100K Member Records	11
Siebel Loyalty In-Store Engine	Retail Register	11
Siebel Loyalty Manager	Application User	11
Siebel Loyalty Member Services Representative	Application User	11
Siebel CRM Warranty		
Siebel Warranty Validation Server	Computer	12
Siebel CRM Not Requiring a Base - General		
Siebel Customer Content	Application User	13
Siebel HelpDesk	Application User	14
Siebel CRM Not Requiring Base - Marketing and Loyalty		
Siebel Loyalty Service Agent Console	Application User	11
Siebel Segment Manager Stand Alone	Application User	
Siebel CRM Not Requiring Base - Customer Order Management		
Siebel Configurator Administration Server	Computer	3
Siebel CRM Self-Service		
Siebel E-Commerce	Processor	55
Siebel E-Support	Processor	55
Siebel Configurator Runtime for E-Commerce	Processor	55
Siebel Dynamic Pricer for E-Commerce	Processor	55
Siebel CRM Customer Portal		
Siebel Loyalty Customer Portal	Processor	11

Siebel CRM Component Supplemental Pricing Notes v031314

	Metric	Notes
Siebel CRM Customer Portal Modules		
Siebel Configurator Runtime for Customers	Processor	15
Siebel CRM Partner Portal		
Siebel Loyalty Partner Portal	Registered User	11
Siebel CRM Partner Portal Modules		
Siebel Customer Order Management Administrator for Partners	Registered User	17
Siebel Communications, Media and Energy Customer Order Management		
Siebel CME Quote and Order Capture	Application User	18
Siebel Multisite Ordering	100 Sites	55
Siebel Communications, Media and Energy Self-Service		
Siebel Communications E-Commerce	Processor	55
Siebel Communications E-Support	Processor	55
Siebel Communications, Media and Energy Partner Portal Modules		
Siebel CME Quote and Order Capture for Partners	Registered User	19
Siebel Financial Services Customer Order Management		
Siebel Financial Services Customer Order Management for Banking	Application User	21
Siebel Financial Services Insurance Service		
Siebel Insurance Field Service	Application User	20
Siebel Life Sciences Medical Sales		
Siebel Medical Handheld	Application User	6
Siebel Life Sciences Pharma Sales		
Siebel Signature Capture	Application User	6
Siebel Life Sciences Pharma Marketing Server		
Siebel Pharma Marketing Server-First Brand	Customer Record	22
Siebel Pharma Marketing Server-Additional Brand	Customer Record	22
Siebel Pharma Marketing Server-Unlimited Brands – Unlimited records	Processor	22
Siebel Life Sciences not requiring a Base - General		
Siebel Medical Handheld Stand Alone	Application User	6
Siebel Pharma Handheld Stand Alone	Application User	6
Siebel Life Sciences Pharma Handheld Stand Alone Modules		
Siebel Expense Reports for Handheld Stand Alone	Application User	6
Siebel Medical Education for Handheld Stand Alone	Application User	6
Siebel Samples for Handheld Stand Alone	Application User	6
Siebel Signature Capture Stand Alone	Application User	6
Siebel Life Sciences Pharma eService Modules		
Siebel Details	Application User	23
Siebel Life Sciences Partner Portal Modules		
Siebel Details	Application User	23
Siebel Manufacturing Oil, Gas and Chemicals Partner Portal Modules		
Siebel OGC Quote and Order Capture for Partners	Registered User	26
Siebel Distribution Consumer Goods General		
Demantra Predictive Trade Planning	\$Million COGS	24.55
option: Demantra Trade Promotion Optimization	\$Million COGS	24.55
Siebel Distribution Consumer Goods Sales		
Siebel Consumer Goods Sales Handheld	Application User	6

Siebel CRM Component Supplemental Pricing Notes v031314

	Metric	Notes
Siebel Distribution Hospitality Sales		
Siebel Group Inventory and Execution	Application User	25
Siebel Distribution Not Requiring a Base - General		
Siebel Consumer Goods Sales Handheld DSS	Application User	6
Siebel Group Sales and Event Management	Guest Room	25
Siebel Public Sector Self-Service		
Siebel Public Sector E-Support	Processor	55
Oracle Self-Service E-Billing		
Oracle Self-Service E-Billing Consumer Edition	Registered User	27
Siebel Self-Service eBilling		
The below Siebel Self-Service eBilling products are under Controlled Availability (CA) and all quotes require approval. Siebel Self-Service eBilling can be sold only to an existing customer with Self-Service eBilling in production purchasing additional licenses.		
Siebel eBilling Manager for Consumer	Customer Account	55
Siebel ePayment Manager	Customer Account	55
Siebel eStatement Manager	Customer Account	55
Siebel Self-Service Communications		
Siebel Communications Billing Analytics Manager	Telephone Number	55
Siebel Communications Billing Manager for Business	Telephone Number	55
Siebel Communications Billing Manager for Consumer	Telephone Number	55
Policy Automation Deployment		
Oracle Policy Automation for Mobile Devices	Application User	55
Oracle Policy Automation for Oracle CRM On Demand	Application User	28, 29
Policy Automation General		
Oracle Policy Automation Connector for Oracle CRM On Demand	Connected Instance	30
ATG Commerce		
WebCenter Sites for Oracle ATG Web Commerce	500,000 Requests per day	32.33
ATG Web Commerce Search	Processor	31,55
ATG Knowledge Manager		
ATG Web Knowledge Manager	Application User	55
ATG Web Knowledge Manager Self-Service	Processor	55
ATG Business Intelligence		
ATG Web Commerce Business Intelligence	Computer	34, 35, 54, 55
ATG Web Commerce Business Intelligence Administrator	Application User	34, 35, 54, 55
UPK		
Oracle User Productivity Kit Standard (UPK)	UPK Developer	49
Oracle User Productivity Kit Standard (UPK)	Application User	49
Oracle User Productivity Kit Standard (UPK)	Employee	49
Oracle User Productivity Kit Professional	UPK Developer	49
Oracle User Productivity Kit Professional	Application User	49
Oracle User Productivity Kit Professional	Employee	49
UPK Content Materials for CRM		
Siebel UPK Fundamentals for Siebel CRM Base		
<i>(Up to 4K employees and up to \$1 billion in revenue)</i>	UPK Module	49
<i>(Over 4K employees and/or over \$1 billion in revenue)</i>	UPK Module	49
Siebel UPK for Oracle Customer Hubs		
<i>(Up to 4K employees and up to \$1 billion in revenue)</i>	UPK Module	50
<i>(Over 4K employees and/or over \$1 billion in revenue)</i>	UPK Module	50
Siebel UPK for Siebel Customer Order Management		
<i>(Up to 4K employees and up to \$1 billion in revenue)</i>	UPK Module	49

Siebel CRM Component Supplemental Pricing Notes v031314

	Metric	Notes
<i>(Over 4K employees and/or over \$1 billion in revenue)</i>	UPK Module	49
Siebel UPK for Siebel Loyalty		
<i>(Up to 4K employees and up to \$1 billion in revenue)</i>	UPK Module	49
<i>(Over 4K employees and/or over \$1 billion in revenue)</i>	UPK Module	49
Siebel UPK for Siebel Partner Manager		
<i>(Up to 4K employees and up to \$1 billion in revenue)</i>	UPK Module	49
<i>(Over 4K employees and/or over \$1 billion in revenue)</i>	UPK Module	49
Siebel UPK for Siebel Marketing		
<i>(Up to 4K employees and up to \$1 billion in revenue)</i>	UPK Module	49
<i>(Over 4K employees and/or over \$1 billion in revenue)</i>	UPK Module	49
Siebel UPK for Siebel Sales		
<i>(Up to 4K employees and up to \$1 billion in revenue)</i>	UPK Module	49
<i>(Over 4K employees and/or over \$1 billion in revenue)</i>	UPK Module	49
Siebel UPK for Siebel Service		
<i>(Up to 4K employees and up to \$1 billion in revenue)</i>	UPK Module	49
<i>(Over 4K employees and/or over \$1 billion in revenue)</i>	UPK Module	49
Siebel UPK for Siebel Territory Management		
<i>(Up to 4K employees and up to \$1 billion in revenue)</i>	UPK Module	49
<i>(Over 4K employees and/or over \$1 billion in revenue)</i>	UPK Module	49
Foundation Packs		
Application Integration Architecture Foundation Pack Extension for		
<i>per Processor</i>	Processor	55
<i>per Named User Plus</i>	Named User Plus	55
Application Integration Architecture Foundation Pack Extension for		
<i>per Processor</i>	Processor	55
<i>per Named User Plus</i>	Named User Plus	55
Application Integration Architecture Foundation Pack Extension for Utilities		
<i>per Processor</i>	Processor	55
<i>per Named User Plus</i>	Named User Plus	55
Process Integration Packs		
Oracle Lead to Order Integration Pack for Oracle CRM On Demand and Oracle E-	Processor	55
Oracle Order Management Integration Pack for Oracle Transportation	Processor	55
Siebel CRM Integration Pack for Oracle Communications Billing and Revenue	Processor	55
Siebel CRM Integration Pack for Oracle Order Management	Processor	55
Process Integration Packs (Base + Options)		
Customer Master Data Management Integration Base Pack	Processor	55
Customer Master Data Management Integration Option	Processor	55, 50
Product Master Data Management Integration Base Pack	Processor	55
Product Master Data Management Integration Option	Processor	55, 51
Direct Integrations		
Demantra Integration Pack for Siebel CRM Consumer Goods	Processor	55
Siebel Call Center Integration Pack for Oracle Adverse Event Reporting System	Processor	55
Siebel CRM Integration to Oracle Incentive Compensation	Processor	55
Siebel Field Service Integration to Oracle Real-Time Scheduler	Processor	55
Master Data Management - Customer Hub for B2B		
Oracle Customer Hub B2B	Record	52
Oracle Customer Hub Add-on B2B for Siebel CRM and Oracle E-Business Suite	Record	52
Master Data Management - Customer Hub for B2C		
Oracle Customer Hub B2C	Record	52
Oracle Customer Hub Add-on B2C for Siebel CRM and Oracle E-Business Suite	Record	52
Customer Hub & Customer Hub Add-on options		
option: Oracle Activity Hub B2C	Record	53
option: Oracle Field Service Hub B2C	Record	53
option: Oracle Marketing Hub B2C	Record	53
option: Oracle Privacy Management Policy Hub B2C	Record	53

Siebel CRM Component Supplemental Pricing Notes v031314

	Metric	Notes
option: Oracle Sales Hub B2C	Record	53
option: Oracle Service Hub B2C	Record	53
Master Data Management - Vertical Customer Hub		
Oracle Automotive Captive Finance Customer Hub	Record	53
Oracle Case Hub	Record	53
Oracle Higher Education Constituent Hub	Record	53
Oracle Life Sciences Customer Hub	Record	53
Master Data Management - Product Information Management (PIM)		
Oracle Product Hub	Record	52
Oracle Product Hub Add-on	Record	52
Master Data Management - Administrative & Development		
Oracle Customer Hub Data Steward	Application User	52
Oracle Higher Education Constituent Hub Data Steward	Application User	52
Oracle Product Hub Data Steward	Application User	52
Master Data Management - Data Quality		
Oracle Enterprise Data Quality Product Data Extension	Processor	55
The below Oracle Data Quality licenses are valid only for use with Oracle Master Data Management and/or Oracle CRM deployments (including Siebel, PeopleSoft, JDE, EBS, and ATG) and are on Controlled Availability and subject to approval prior to quoting.		
Oracle Data Quality Address Validation Server	Processor	5,55
Oracle Data Quality Matching Server	Processor	5,55
Oracle Data Quality Parsing and Standardization Server	Processor	5,55
Oracle Data Quality Profiling Server	Processor	5,55

Siebel CRM Component Supplemental Pricing Notes v031314

Siebel CRM Component Notes

- ¹ Siebel Server Extensions for UNIX is required to operate Siebel on a supported Unix or Linux operating system. See the SR&SP for specifics on supported platforms.
- ² Application Users of Siebel Server Sync-Microsoft Exchange Server must include anyone that accesses the MS Exchange server and benefits from the sync to Siebel whether or not they are a licensed Siebel user.
- ³ Access to the Siebel Configurator runtime user interface requires a user of Siebel Configurator – Runtime for each user accessing the Siebel Configurator functionality.
- ⁴ To utilize the constraints engine, Siebel Configurator - Runtime requires a license of the Siebel Configurator Administration Server.
- ⁵ To cleanse data at the time of data entry in Siebel CRM, customers must purchase Siebel Data Quality.
- ⁶ All Siebel Handheld options are certified on a limited list of MS Windows devices (and only MS Windows). Refer to the current Siebel SRSP for a list of certified devices.
- ⁷ Note: Siebel Mobile Sales Assistant Data Access is available on a limited set of devices. Refer to the current documentation for a list of certified devices.
- ⁸ Note that this module may require some configuration using Siebel Tools.
- ⁹ If the segmentation feature of Campaign Management is desired, a license for the Siebel Marketing Server is required.
- ¹⁰ The Siebel Marketing Server is licensed on the basis of the number of unique Marketing Records (including contact records, prospect records and records in external data sources), which the Customer may access using the Siebel Marketing Server.
- ¹¹ Siebel Loyalty is available only with the Siebel Industry base applications (SIA builds). It is not available with the Siebel Horizontal base applications (SEA builds).
- ¹² Siebel Warranty Validation Server requires licensing only the computers on which Oracle Policy Automation is installed.
- ¹³ Siebel Customer Content may be purchased without a Siebel base. This is useful for situations where the user requires a small subset of Siebel CRM functionality. In this situation each Application User of Siebel Customer Content requires an Application User of either Siebel HelpDesk Online or Siebel Content Publishing.
- ¹⁴ Each employee agent responding to employee service requests requires a Siebel HelpDesk Application User license.
- ¹⁵ Siebel Communications, Media and Energy customers are recommended to license Siebel CME Quote and Order Capture for Customers for each User of Siebel Configurator – Runtime for Customers.
- ¹⁶ Note that use of Siebel Smart Answer for both customer and employee facing applications enables increased feedback to the self-learning capabilities of Siebel Smart Answer and improves overall accuracy.
- ¹⁷ The Siebel Customer Order Management Administrator for Partners is required for each user that wishes to administer the Siebel Customer Order Management Administration Server from the partner side. Partner administrator licenses are not included with the Siebel Customer Order Management Administration Server for Partners.
- ¹⁸ Oracle Order and Service Management (OSM), on the Communications GBU price list, should be positioned for communications industry prospects who require decomposition and orchestration capabilities for order delivery. OSM is pre-integrated to Siebel CRM in Oracle's end-to-end market solution "Rapid Offer Design and Order Delivery". Please contact: comms_order_mgt_us_grp@oracle.com, for more information about OSM and Rapid Offer Design and Order Delivery. For Oracle partners, you are welcome to also contact the above email alias, but please contact your Oracle PRN Representative for additional information.
- ¹⁹ Siebel CME Quote and Order Capture for Partners is not available in IEOP (SI) mode. Both Siebel Partner Commerce (Siebel CRM) and Siebel CME Quote and Order Capture for partners options are required to enable full Siebel Communications, Media and Energy order processing functionality.
- ²⁰ All Siebel Field Service options are available to users of Siebel Insurance Field Service.
- ²¹ It is recommended that customers implementing Siebel Financial Services Customer Order Management for Banking also license, in addition to the required modules, Siebel Dynamic Pricer and Siebel Configurator Runtime.

Siebel CRM Component Supplemental Pricing Notes v031314

Siebel CRM Component Notes

- ²² The Siebel Pharma Marketing Server is licensed on the number of unique customer records (including both contact records, prospect records and records in external data sources) which the Customer may access using the Siebel Pharma Marketing Server. A "Brand" is a Application product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.
- ²³ Siebel Details is priced per Application User and the per Computer capacity is based on Concurrent Users. Additional server capacity for each Computer is purchased through a server pack. All employees, partners and customers of Siebel accounts utilizing Siebel Details require a Application User license.
- ²⁴ Demantra products are placed in the Siebel price list for reference only. They are quotable under the Oracle-Supply Chain Planning section of the quoting tool. While they do not require a Siebel base application, they are complementary to Siebel Trade Promotions.
- ²⁵ Siebel Group Inventory and Execution and Siebel Group Sales and Event Management require approval prior to quoting to a customer. See Controlled Availability listing for approvers.
- ²⁶ Siebel OGC Quote and Order Capture for Partners is not available in IEOP (Hi) mode. Both Siebel Partner Commerce (Siebel CRM) and Siebel OGC Quote and Order Capture for Partners options are required to enable full order processing functionality.
- ²⁷ Oracle Self-Service E-Billing Consumer Edition excludes use of Hierarchy Manager, Hierarchal Reporting and Hierarchal Payments. The Oracle Self-Service E-Billing Business Edition license is required for these capabilities.
- ²⁸ Oracle Policy Automation for Oracle CRM On Demand licenses are limited for use directly with Oracle CRM On Demand. Any customer wishing to use Oracle Policy Automation with other applications, must purchase the standard full use Oracle Policy Automation licensing. Customers may license Oracle Policy Automation for use with Oracle CRM On Demand using standard licensing rather than this limited use license. The Oracle Policy Automation Connector for Oracle CRM On Demand is required in either use case.
- ²⁹ Minimum users of Oracle Policy Automation for Oracle CRM On Demand can be shared across more than one Oracle CRM On Demand instance.
- ³⁰ Oracle Policy Automation Connector for Oracle CRM On Demand is licensed for each instance of Oracle CRM On Demand to which Oracle Policy Automation is being connected.
- ³¹ For the purposes of the following program: Oracle ATG Web Commerce Search, only the processors on which queries are processed must be counted. You do not need to count processors on which the program is running for indexing content in configured content sources as long as the foregoing is the only use of the program on all the processors installed in a given server.
- ³² Oracle WebCenter Sites for Oracle ATG Web Commerce can only be used to serve content to ATG, either by delivering it to ATG Web Commerce or by delivering it directly to the end user browser. In addition, WebCenter Sites for ATG Web Commerce can only be used to serve content to Web sites that are also being served by ATG Web Commerce under a common fully qualified domain name. Any content delivered for a standalone Web site (e.g. a marketing Web site) or to a separate fully qualified domain name not being served by ATG Web Commerce requires a full use license of WebCenter Sites.
- ³³ The number of licenses for Oracle WebCenter Sites for Oracle ATG Web Commerce must be, at a minimum, equal to the number of licenses of Oracle ATG Web Commerce.
- ³⁴ The Oracle ATG Web Commerce Business Intelligence program and the Oracle ATG Web Commerce Business Intelligence Administrator program may only be used in conjunction with either the Oracle ATG Web Commerce program and/or the Oracle ATG Web Knowledge Manager program. You may, however, expand your data model to include other information provided the additional information supplements information that is already included in the Oracle ATG Web Commerce program or in the Oracle ATG Knowledge Manager program.
- ³⁵ The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2) processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.
- ³⁶ The Oracle ATG Web Commerce Business Intelligence Administrator program has a discounting limit of 40% and does not receive the midsize price list adjustment for any size customer.
- ⁴⁹ When licensing Oracle User Productivity Kit Standard, you must license a minimum of one (1) UPK Developer and either Application Users for UPK Standard or Employees for UPK Standard; When licensing Oracle User Productivity Kit Professional, you must license a minimum of one (1) UPK Professional Developer and either Application Users for UPK Professional or Employees for UPK Professional; When licensing any UPK Content Modules, you must license a minimum of: one (1) UPK Developer and either Application Users for UPK Standard or Employees for UPK Standard; OR, one (1) UPK Professional Developer and either Application Users for UPK Professional or Employees for UPK Professional.

Siebel CRM Component Supplemental Pricing Notes v031314

Siebel CRM Component Notes

- ⁵⁰ Oracle Customer Master Data Management Integration Options are available for: Siebel CRM; Oracle E-Business Suite; Oracle Communications Billing and Revenue Management. Each Option must be licensed separately.
- ⁵¹ Oracle Product Master Data Management Integration Options are available for: Siebel CRM; and Oracle E-Business Suite, and Oracle Communications Billing and Revenue Management. Each Option must be licensed separately.
- ⁵² Licensing Customer Hub provides rights to use Oracle Customer Data Hub (CDH) and/or Siebel Universal Customer Master (UCM). If running both, licenses for the sum total of item records managed across the 2 products must be purchased. Customers using both Oracle and Siebel technology must be sure to purchase licenses to cover the sum total of item records managed across the 2 product sets.
- ⁵³ This option is not available with Oracle eBusiness based MDM Hubs. It is only available with Siebel Universal Customer Master (UCM) and Siebel CRM applications.
- ⁵⁴ This product contains third-party functionality and can be licensed only using the standard, assigned price list metric. No enterprise metric or other non-standard metric may be used to license this product. This product must also be sold with a fixed quantity and cannot be sold with an unlimited quantity, as part of a ULA, capped ULA, or otherwise. The spreadsheet found at <http://my.oracle.com/site/fin/gfo/GlobalProcesses/InboundLicenseRoyalties/index.htm> (on the resulting page, under General Information, click on "Products with Metric and ULA Restrictions") contains a complete list of all products that cannot be licensed with non-standard metrics and cannot be sold with unlimited quantities. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.
- ⁵⁵ This product is on Controlled Availability and requires approval. For more information on CA process and approval, please refer to the Siebel Controlled Availability section on eSource at <http://esource.oraclecorp.com> > Home > Controlled Availability Sales Questions. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.

Oracle Primavera Supplemental Pricing Notes v013014

	Metric	Notes
Products		
Primavera Earned Value Management	Application User	1, 2
Primavera Capital Planning and Investment Control Budgeting	Application User	2
Primavera Contractor	Application User	1
Products: Unifier		
Primavera Facility Management	Application User	2
Primavera Real Estate Management	Application User	2
Integration Products		
Primavera P6 Enterprise Project Portfolio Management Web Services	Application User	3
Primavera Contract Management Web Services	Application User	4
Application Integration Architecture		
Project Portfolio Management Integration Pack for Primavera P6 and JD Edwards Enterpris	Processor	2
User Productivity Kit		
User Productivity Kit Standard	UPK Developer	5
User Productivity Kit Standard	Application User	5
User Productivity Kit Standard	Employee	5
User Productivity Kit Professional	UPK Developer	5
User Productivity Kit Professional	Application User	5
User Productivity Kit Professional	Employee	5
User Productivity Kit Content Materials for Primavera		
Oracle User Productivity Kit for Primavera P6 Enterprise Project Portfolio Managemen (up to 4K employees and up to \$1 billion in revenue)	UPK Module	5
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	5
Oracle User Productivity Kit for Primavera P6 Enterprise Project Portfolio Management, Reporting		
(up to 4K employees and up to \$1 billion in revenue)	UPK Module	5
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	5
Oracle User Productivity Kit for Primavera P6 Progress Reporter (up to 4K employees and up to \$1 billion in revenue)	UPK Module	5
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	5
Oracle User Productivity Kit for Primavera Contract Management (up to 4K employees and up to \$1 billion in revenue)	UPK Module	5
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	5
Oracle User Productivity Kit for Primavera Portfolio Management (up to 4K employees and up to \$1 billion in revenue)	UPK Module	5
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	5
Oracle User Productivity Kit for Primavera Unifier Platform (up to 4K employees and up to \$1 billion in revenue)	UPK Module	5
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	5
Oracle User Productivity Kit for Primavera Project Delivery Management (up to 4K employees and up to \$1 billion in revenue)	UPK Module	5
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	5
Oracle User Productivity Kit for Primavera Cost Controls (up to 4K employees and up to \$1 billion in revenue)	UPK Module	5
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	5
Oracle User Productivity Kit for Instantis EnterpriseTrack (up to 4K employees and up to \$1 billion in revenue)	UPK Module	5
(over 4K employees and/or over \$1 billion in revenue)	UPK Module	5

Oracle Primavera Supplemental Pricing Notes v013014

Oracle Primavera Notes

¹ These products have limited technical support, which is described in Oracle's Technical Support Policies.

² Please refer to the Primavera Controlled Availability (CA) questionnaire for the list of questions and approvers for sale of this product. CA questionnaire can be found on eSource at <http://esource.oraclecorp.com> -> Global Business Units -> PGBU -> Pricing Practices -> Controlled Availability.

³ This product should be licensed by developers and end users who are not licensed for Primavera P6 Enterprise Project Portfolio Management, and who (i) need access to applications created using the product's Web Services and/or Java APIs, or (ii) who directly or indirectly access or create data in Primavera P6 Enterprise Project Portfolio Management.

⁴ This product should be licensed by developers and end users who are not licensed for Primavera Contract Management, and who (i) need access to applications created using the product's Web Services and/or Java APIs, or (ii) who directly or indirectly access or create data in Primavera Contract Management.

⁵ When licensing Oracle User Productivity Kit Standard, you must license a minimum of one (1) UPK Developer and either Application Users for UPK Standard or Employees for UPK Standard;

When licensing Oracle User Productivity Kit Professional, you must license a minimum of one (1) UPK Professional Developer and either Application Users for UPK Professional or Employees for UPK Professional;

When licensing any UPK Content Modules, you must license a minimum of: one (1) UPK Developer and either Application Users for UPK Standard or Employees for UPK Standard; OR, one (1) UPK Professional Developer and either Application Users for UPK Professional or Employees for UPK Professional.

Oracle Engineered Systems Supplemental Pricing Notes v030314

	Metric	Notes
ORACLE ENGINEERED SYSTEMS HARDWARE & SOFTWARE		
Exadata Storage Server		
Exadata Storage Server X4-2 HP	NA	1,3,13
Exadata Storage Server X4-2 HC	NA	1,3,13
Database Machine		
Exadata Database Machine X4-2 HP Full Rack	NA	2, 3, 11, 13
Exadata Database Machine X4-2 HC Full Rack	NA	2, 3, 11, 13
Exadata Database Machine X4-2 HP Half Rack	NA	2, 3, 11, 13
Exadata Database Machine X4-2 HC Half Rack	NA	2, 3, 11, 13
Exadata Database Machine X4-2 HP Quarter Rack	NA	2, 3, 11, 13
Exadata Database Machine X4-2 HC Quarter Rack	NA	2, 3, 11, 13
Exadata Database Machine X4-2 HP Eighth Rack	NA	13
Exadata Database Machine X4-2 HC Eighth Rack	NA	13
Exadata Database Machine X3-8 HP Full Rack	NA	2, 3, 11, 13
Exadata Database Machine X3-8 HC Full Rack	NA	2, 3, 11, 13
Database Machine Upgrades		
Exadata Database Machine X4-2 HP Quarter Rack to Half Rack Upgrade	NA	2, 3, 11, 13
Exadata Database Machine X4-2 HC Quarter Rack to Half Rack Upgrade	NA	2, 3, 11, 13
Exadata Database Machine X4-2 HP Half Rack to Full Rack Upgrade	NA	2, 3, 11, 13
Exadata Database Machine X4-2 HC Half Rack to Full Rack Upgrade	NA	2, 3, 11, 13
Exadata Database Machine X4-2 Eighth Rack to Quarter Rack Upgrade	NA	2, 3, 13
Exadata Database Machine X3-2 Eighth Rack to Quarter Rack Upgrade	NA	2, 3, 13
Exadata Storage Expansion Racks		
Exadata Storage Expansion X4-2 HC Full Rack	NA	3, 7, 11, 13
Exadata Storage Expansion X4-2 HC Half Rack	NA	3, 7, 11, 13
Exadata Storage Expansion X4-2 HC Quarter Rack	NA	3, 7, 11, 13
Exadata Storage Expansion X4-2 HP Full Rack	NA	3, 7, 11, 13
Exadata Storage Expansion X4-2 HP Half Rack	NA	3, 7, 11, 13
Exadata Storage Expansion X4-2 HP Quarter Rack	NA	3, 7, 11, 13
Exadata Storage Expansion Racks Upgrades		
Exadata Storage Expansion X4-2 HC Half to Full Rack Upgrade	NA	3, 7, 11, 13
Exadata Storage Expansion X4-2 HC Quarter to Half Rack Upgrade	NA	3, 7, 11, 13
Exadata Storage Expansion X4-2 HP Half to Full Rack Upgrade	NA	3, 7, 11, 13
Exadata Storage Expansion X4-2 HP Quarter to Half Rack Upgrade	NA	3, 7, 11, 13
Exalogic Elastic Cloud		
Exalogic Elastic Cloud X4-2 Full Rack	NA	5,11,13
Exalogic Elastic Cloud X4-2 Half Rack	NA	5,11,13
Exalogic Elastic Cloud X4-2 Quarter Rack	NA	5,11,13
Exalogic Elastic Cloud X4-2 Eighth Rack	NA	5,11,13
Exalogic Elastic Cloud Upgrades		
Exalogic Elastic Cloud X4-2 Half Rack to Full Rack Upgrade for X3-2 and X2-2 racks	NA	5,11,13
Exalogic Elastic Cloud X4-2 Quarter Rack to Half Rack Upgrade for X3-2 and X2-2 racks	NA	5,11,13
Exalogic Elastic Cloud X4-2 Eighth Rack to Quarter Rack Upgrade for X3-2 and X2-2 racks	NA	5,11,13
Exalogic Elastic Cloud Software		
Exalogic Elastic Cloud Software	Named User Plus	14
Exalytics		
Exalytics In-Memory Machine X3-4	NA	11
Exalytics In-Memory Machine T5-8	NA	11
Exalytics Software		
TimesTen In-Memory Database for Exalytics	Named User Plus	9
	Processor	9
Exalytics In-Memory Software	Named User Plus	15
	Processor	15

Oracle Engineered Systems Supplemental Pricing Notes v030314

	Metric	Notes
Oracle SuperCluster		
Oracle SuperCluster T5-8 HP Full Rack	NA	3,4,11,13
Oracle SuperCluster T5-8 HC Full Rack	NA	3,4,11,13
Oracle SuperCluster T5-8 HP Half Rack	NA	3,4,11,13
Oracle SuperCluster T5-8 HC Half Rack	NA	3,4,11,13
Oracle SuperCluster M6-32 (Minimum Configuration)	NA	16
SPARC SuperCluster Upgrades		
SPARC SuperCluster T4-4 HP Half Rack to Full Rack	NA	4,11,13
SPARC SuperCluster T4-4 HC Half Rack to Full Rack	NA	4,11,13
Big Data Appliance		
Big Data Appliance X4-2 Full Rack	NA	11,13
Big Data Appliance X4-2 Starter Rack	NA	13
Big Data Appliance X4-2 In-Rack Expansion	NA	13

Oracle Engineered Systems Supplemental Pricing Notes v030314

Metric

Notes

ORACLE ENGINEERED SYSTEMS SERVICES

Exadata Configuration

Oracle Exadata Full Rack Configuration service	-	a
Oracle Exadata Half Rack Configuration service	-	a
Oracle Exadata Quarter Rack Configuration service	-	a
Oracle Exadata Eight Rack Configuration service	-	a

Exalogic Configuration

Oracle Exalogic on SPARC SuperCluster Configuration Service	-	a
---	---	---

Exadata Storage Expansion Racks Configuration

Oracle Exadata Storage Expansion Quarter Rack Configuration Service	-	a
Oracle Exadata Storage Expansion Half Rack Configuration Service	-	a
Oracle Exadata Storage Expansion Full Rack Configuration Service	-	a

Oracle Engineered Systems Supplemental Pricing Notes v030314

Oracle Engineered Systems Notes

- ¹ Exadata Storage Server X4-2 (HP & HC) include: Hardware, Hardware Warranty, and Oracle Enterprise Linux. It does not include hardware installation or software configuration services.
- ² Exadata Database Machine X4-2 Full Rack (HP & HC), Exadata Database Machine X3-8 Full Rack (HP & HC), Exadata Database Machine X4-2 Half Rack (HP & HC), Exadata Database Machine X4-2 Quarter Rack (HP & HC), as well as Exadata Database Machine Upgrades include: Hardware, Hardware Warranty, and Oracle Enterprise Linux (including Enterprise Linux installed on the database servers that are provided with the Exadata Database Machine X4-2 Full Rack, Exadata Database Machine X3-8 Full Rack, Exadata Database Machine X4-2 Half Rack, Exadata Database Machine X4-2 Quarter Rack, and the Exadata Database Machine X4-2 Upgrades). Hardware installation and software configuration services are not included.
- ³ The included Hardware Warranty is a 1 year warranty with a 4 hour web/phone response during normal business hours (Mon-Fri 8am-5pm), and with a 2 Business Day on-site response/Parts Exchange.
- ⁴ Oracle SuperCluster T5-8 Full Rack (HP & HC), Oracle SuperCluster T5-8 Half Rack (HP & HC), and SPARC SuperCluster T4-4 Upgrades include: Hardware, Hardware Warranty, and Oracle Solaris 11 (installed on the compute servers that are provided with the Oracle SuperCluster T5-8 Full Rack, Oracle SuperCluster T5-8 Half Rack and SPARC SuperCluster T4-4 Upgrades). Hardware installation and software configuration services are not included.
- ⁵ Exalogic Elastic Cloud X4-2 Full Rack, Exalogic Elastic Cloud X4-2 Half Rack, Exalogic Elastic Cloud X4-2 Quarter Rack, Exalogic Elastic Cloud X4-2 Eighth Rack, and Exalogic Elastic Cloud Upgrades include: Hardware, Hardware Warranty, Oracle Enterprise Linux (including Enterprise Linux installed on the physical servers that are provided with the Exalogic Elastic Cloud X4-2 Full Rack, Exalogic Elastic Cloud X4-2 Half Rack, Exalogic Elastic Cloud X4-2 Quarter Rack, Exalogic Elastic Cloud X4-2 Eighth Rack, and Exalogic Elastic Cloud Upgrades) and Oracle Solaris. Hardware installation and software configuration services are not included.
- ⁶ Exadata Database Machine Expansion Switch Kit includes: Hardware and Hardware Warranty. Hardware installation and software configuration services are not included.
- ⁷ Exadata Storage Expansion (HP & HC) Full Rack, Exadata Storage Expansion (HP & HC) Half Rack, Exadata Storage Expansion (HP & HC) Quarter Rack, and Exadata Storage Expansion Upgrades includes: Hardware, Hardware Warranty, and Oracle Enterprise Linux. Hardware installation and software configuration services are not included.
- ⁸ Memory Expansion Kit – Sixteen 32 GB DIMMs and Memory Expansion Kit – Twelve 16 GB DIMMs includes: Hardware and Hardware Warranty. Hardware installation and software configuration services are not included. Valid for use in specific Engineered System models and multiple units needed based on the Engineered Systems configuration size. Refer to the relevant Engineered System documentation for supportability and quantities needed.
- ⁹ If licensing by Named User Plus, the minimum is 20 Named User Plus licenses per Customer. Business Intelligence Foundation Suite or Business Intelligence Suite Enterprise Edition Plus is a licensing pre-requisite for this product. All TimesTen In-Memory Database for Exalytics users must have license entitlement to either Business Intelligence Foundation Suite or Business Intelligence Suite Enterprise Edition Plus.
- ¹⁰ This product is in Category U, and follows the standard Hardware discounting model.
- ¹¹ Subscriptions for IaaS require a minimum term of 3 years.
- ¹³ This product is eligible for Business Critical Service for Systems. Base pricing is 6% of list hardware price. Additional information regarding deliverables and obligations can be found here . Please refer here for a complete list of eligible products.
- ¹⁴ If licensing by Named User Plus, the minimum is 10 Named User Plus licenses per Processor.
- ¹⁵ If licensing by Named User Plus, the minimum is 20 Named User Plus licenses per Customer. The licensing prerequisites for this product are Business Intelligence Foundation Suite, or Business Intelligence Foundation Suite for Oracle Applications, or Business Intelligence Suite Enterprise Edition Plus or Business Intelligence Suite Enterprise Edition Plus for Oracle Applications and/or Essbase Plus and/or Hyperion Planning Plus.
- ¹⁶ Oracle SuperCluster M6-32 quotes must be assembled using the Configurator; this is representative pricing for a minimum configuration. The M6-32 component parts (e.g., SuperCluster M6-32 Base, M6 System Boards) are in Discount Category V, while the Engineered Systems parts (Exadata Storage and ZS3-ES) follow the standard engineered systems discount approval model (25% max discount). See the Configurator.
- ^a Contact Oracle if an order for ACS Exadata and Exalogic Software Configuration Services requires more than one installation and/or upgrade.

Oracle Linux Support and Oracle VM Support Supplemental Pricing Notes v030314

Oracle Linux Support

1 Year Support

Oracle Linux Network
 Oracle Linux Basic Limited
 Oracle Linux Basic
 Oracle Linux Premier Limited
 Oracle Linux Premier

Metric	Notes
System	1
System	1
System	1
System	1
System	1

Oracle Linux Support

3 Year Support

Oracle Linux Network
 Oracle Linux Basic Limited
 Oracle Linux Basic
 Oracle Linux Premier Limited
 Oracle Linux Premier

Metric	Notes
System	1
System	1
System	1
System	1
System	1

Oracle VM Support

1 Year Support

Oracle VM Premier Limited
 Oracle VM Premier

Metric	Notes
System	2
System	2

3 Year Support

Oracle VM Premier Limited
 Oracle VM Premier

System	2
System	2

Oracle VM VirtualBox Enterprise

Oracle VM VirtualBox Enterprise

Metric	Notes
Named User Plus	3
Socket	3

¹ Oracle Linux support services are provided at the support level and for the term defined in your order. When ordering Oracle Linux support services you must comply with the following availability rules:

- Oracle Linux Premier Limited and Oracle Linux Basic Limited support services are available only for systems with no more than 2 physical CPUs per system. Where computers are clustered, each system within the cluster must have no more than 2 physical CPUs.
- Oracle Linux Premier, Oracle Linux Basic and Oracle Linux Network support services are available for systems with any number of physical CPUs per system.

² Oracle VM support services are provided at the support level and for the term defined in your order. When ordering Oracle VM support services you must comply with the following availability rules:

- Oracle VM Premier Limited support services are available only for systems with no more than 2 physical CPUs per system.
- Oracle VM Premier support services are available for systems with any number of physical CPUs per system.

³ Oracle VM VirtualBox Enterprise is for commercial use.

VirtualBox is free for personal use, academic use, and evaluation, under the terms of the PUEL (PUEL - https://www.virtualbox.org/wiki/VirtualBox_PUEL).

PeopleSoft Enterprise Performance Management	Asset Liability Management, Local Products, Activity-Based Management, Compensation Mart, CRM Warehouse, Customer Scorecard, EPM Portal Pack, Financials Warehouse, Global Consolidations, HCM Warehouse, Healthcare Scorecard, Learning and Development Mart, Manufacturing Scorecard, Payables Mart, Receivables Mart, Recruiting Mart, Scorecard, Workflow Planning, Workflow Profile Mart, Workflow Rewards, Workflow Scorecard, Advanced Cost Accounting Mart, Analytics Forecasting, Customer Behavior Modeling, Customer Mart, ESA Mart, Fulfillment and Billing Mart, Funds Transfer Pricing, General Ledger and Profitability Mart, Inventory Mart, Manufacturing Mart, Marketing Mart, Performance Management Warehouse, Planning and Budgeting, Predictive Analytics, Project Portfolio Management, Real Estate Mart, Risk Weighted Capital, Sales Mart, Service Mart, Spend Mart, Supplier Rating System, Supply Chain Planning Mart, Supply Chain Warehouse, Fusion Campus Solutions Intelligence, Campus Solutions Warehouse	9
--	--	---

Siebel CRM Managed Cloud Services Siebel CRM – Communications, Media and Energy - Professional Application User	Program Siebel CRM base, Siebel Communications, Media and Energy CRM Base Option, Siebel Deal Management, Dynamic Catalog, Dynamic Pricer, Events Manager, Partner Manager, Partner Manager, Siebel Smart Answer Connector, Quotes, Quote and Order Capture, Territory Management, Portfolio Management Process (PMP), Field Service, HelpDesk Option, Barcode, Logistics Manager, Preventative Maintenance, Repair, Email/Web Offer Designer, Marketing Resource Manager, Customer Order Management Administrator, Server Extensions for UNIX, Network Order Entry, Siebel/Bulk Order Capture, CME Quote and Order Capture, Loyalty Manager, Loyalty Member Services Representative, Siebel Loyalty In-Store Engine, Siebel CRM Web Channel for Employees - up to 15 objects, Pricing Authorization Management, Price Comparison, Contracts for CME, Siebel CME Contracts, Contract Terms and Conditions, Premises, Rollup, Work Orders, Call Reports, Design Opportunity Management, Siebel Field Service Assets, Billing Management, Credit Management, Fraud Management, Tools, Advanced Market Development Funds, Siebel Campaign Management, Change Management, Content Publishing, Contracts, Customer Content, Employee Self Service, Forecasting, SmartScript, Time and Expense Reporting, Enterprise Selling Process (ESP), Email Response, HelpDesk Online, Quality Management, Target Account Selling (TAS), Asset Management, Advisor, Anywhere, Client Sync, Mobile Connector, Siebel Connector for Salmatrix Exchange, Test Automation, Interfaces, Web UI Dynamic Developer Kit	10.11
---	--	-------

Siebel CRM – Life Sciences - Professional Application User	Program Siebel CRM Base, Siebel Life Sciences CRM Base Option, Data Quality, Advanced Contracts, Contracts Terms and Conditions, Managed Care, Managed Care Profile, Opportunities and Contracts, Pharma Campaigns, Territory Management, Medical Education, Technical Support, Rollup, Samples, Design Opportunity Management, Collections, Advanced Market Development Funds, Advanced Search, Siebel Campaign Management, Marketing, Management, Content Publishing, SmartScript, Time and Expense Reporting, Training, Enterprise Selling Process (ESP), Email Response, HelpDesk Online, Siebel Lead Management, Quality Management, Quality Management, Dynamic Catalog, Dynamic Pricer, Events Manager, Partner Manager, Quotes, Quote and Order Capture, Portfolio Management Process (PMP), Field Service, HelpDesk Option, Barcode, Logistics Manager, Preventative Maintenance, Repair, Email/Web Offer Designer, Dialogue Manager, Marketing Resource Manager, Segment Manager, Automated Discovery, Automated Service, Customer Order Management Administrator, Siebel Deal Management, Server Extensions for UNIX, Business Rules, Network Order Entry, Pricing Authorization Management, Adverse Events and Complaints, Medical Field Service, Loyalty Manager, Loyalty Member Services Representative, Siebel Loyalty In-Store Engine, Siebel CRM Web Channels for Employees - up to 15 objects, Target Account Selling (TAS), Asset Management, Advisor, Siebel Configurator Runtime, Anywhere, Client Sync, Mobile Connector, Siebel Connector for Salmatrix Exchange, Test Automation Interfaces, Web UI Dynamic Developer Kit	10.11
--	--	-------

Siebel CRM – Manufacturing and Distribution - Professional Application User	Program Siebel CRM Base, Siebel Manufacturing CRM Base Option, Siebel Distribution CRM Base Option, Design Opportunity Management, Advanced Contracts, Contract Terms and Conditions, Financial Accounts, Lease End-of-Term Processing, Personal Lines Claims, Title Management, Vehicle Contracts, Credit Origination, Collections, Consumer Goods Sales Option, Consumer Goods Service Option, Deductions, Trade Promotions, Contracts for GGC, Contract Terms and Conditions, Premises, Rollup, Work Orders, Call Reports, Billing Management, Fraud Management, Credit Management, Dynamic Catalog, Dynamic Pricer, Events Manager, Partner Manager, Siebel Smart Answer Connector Quotes, Quote and Order Capture, Territory Management, Portfolio Management Process (PMP), Field Service, HelpDesk Option, Barcode, Logistics Manager, Preventative Maintenance, Repair, Email/Web Offer Designer, Dialogue Manager, Marketing Resource Manager, Segment Manager, Automated Discovery, Automated Service, Customer Order Management Administrator, Siebel Deal Management, Server Extensions for UNIX, Network Order Entry, Loyalty Manager, Loyalty Member Services Representative, Siebel Loyalty In-Store Engine, Siebel CRM Web Channels for Employees - Up to 15 Objects, Business Rules, OGC Quote and Order Capture, Pricing Authorization Management, Consumer Goods Dynamic Catalog, Consumer Goods Quote and Order Capture, Sales Volume Planning, Group Inventory and Execution, Van Sales/Delivery, Tools, Advanced Market Development Funds, Siebel Campaign Management, Change Management, Compensation Planning, Content Publishing, Contracts, Customer Content, Employee Self Service, Forecasting, Performance Management, SmartScript, Time and Expense Reporting, Training, Enterprise Selling Process (ESP), Email Response, HelpDesk Online, Siebel Lead Management, Quality Management, Target Account Selling (TAS), Asset Management, Advisor, Siebel Configurator Runtime, Anywhere, Client Sync, Mobile Connector, Siebel Connector for Salmatrix Exchange, Test Automation Interfaces, Web UI Dynamic Developer Kit	10.11
---	--	-------

Siebel CRM Managed Cloud Services Siebel CRM – Financial Services - Professional Application User	Program Siebel CRM Base, Siebel Financial Services CRM Base Option Data Quality, Siebel Deal Management, Dynamic Catalog, Dynamic Pricer, Events Manager, Partner Manager, Partner Manager, Siebel Smart Answer Connector, Quote and Order Capture, Territory Management, Portfolio Management Process (PMP), Field Service, HelpDesk Option, Barcode, Logistics Manager, Preventative Maintenance, Repair, Email/Web Offer Designer, Dialogue Manager, Marketing Resource Manager, Segment Manager, Automated Discovery, Automated Service, Customer Order Management Administrator, Server Extensions for UNIX, Customer Relationship Console - HTML, Finance Events Manager, Network Order Entry, Financial Services Quote and Order Capture, Financial Services Quotes, Loyalty Manager, Loyalty Member Services Representative, Siebel Loyalty In-Store Engine, Siebel CRM Web Channel for Employees - Up to 15 Objects, Wealth Management, Insurance Field Service, Financial Accounts, Rollup, Call Reports, Needs Analysis/Application - Non credit, Retirement/Pension Management, Commercial Banking Loan Approval, Corporate and Commercial Banking, Credit Origination, Institutional Sales and Research, Investment Banking, Investment Management, Small Business Banking, Collections, Group Coverage, Healthcare Providers and Facilities, Individual Coverage, Group Pensions, Group Policies, Individual Life and Annuities, Personal Lines Claims, Personal Lines Policies, Tools, Advanced Market Development Funds, Siebel Campaign Management, Change Management, Compensation Planning, Content Publishing, Contracts, Customer Content, Employee Self Service, Forecasting, Performance Management, SmartScript, Time and Expense Reporting, Training, Enterprise Selling Process (ESP), Email Response, HelpDesk Online, Siebel Lead Management, Quality Management, Target Account Selling (TAS), Asset Management, Advisor, Siebel Configurator Runtime, Anywhere, Client Sync, Mobile Connector, Siebel Connector for Salmatrix, Test Automation Interfaces, Web UI Dynamic Developer Kit	10.11
---	--	-------

Siebel CRM – Public Sector - Professional Application User	Program Siebel CRM Base, Siebel Public Sector CRM Base Option, Data Quality, Siebel Deal Management, Siebel Configurator Runtime, Dynamic Catalog, Dynamic Pricer, Events Manager, Partner Manager, Partner Manager, Siebel Smart Answer Connector, Quotes, Quote and Order Capture, Territory Management, Portfolio Management Process (PMP), Field Service, HelpDesk Option, Barcode, Logistics Manager, Preventative Maintenance, Repair, Email/Web Offer Designer, Dialogue Manager, Marketing Resource Manager, Segment Manager, Automated Discovery, Automated Service, Customer Order Management Administrator, Server Extensions for UNIX, Customer Relationship Console - HTML, Loyalty Manager, Loyalty Member Services Representative, Siebel Loyalty In-Store Engine, Siebel CRM Web Channel for Employees - Up to 15 Objects, Business Rules, OGC Quote and Order Capture, Pricing Authorization Management, Price Comparison, Training, Enterprise Selling Process (ESP), Email Response, HelpDesk Online, Siebel Lead Management, Quality Management, Target Account Selling (TAS), Asset Management, Advisor, Anywhere, Client Sync, Mobile Connector, Siebel Connector for Salmatrix, Test Automation Interfaces, Web UI Dynamic Developer Kit	10.11
--	---	-------

Siebel CRM – Horizontal Apps - Professional Application User	Program	
--	----------------	--

	Metric	Notes
Horizontal Apps	10,11	12
Remote Client Handheld	Application User	12
Application User	Application User	12
Handheld, Siebel Store-and-Forward Messaging, Medical Handheld, Medical Inventory Management, Pharma Handheld, Siebel Signature Capture Tool, Consumer Goods Sales Handheld DSS, Siebel Van Sales/Delivery		
Wireless Scheduling Proposals and Presentations Proposals and Presentations Setup	Application User	12
Application User	Application User	12
Application User	Application User	12,13
N/A		12
Programs included in Proposals and Presentations		
Siebel Proposals and Presentations, Siebel Financial Services Proposals and Presentations		
Email Marketing Server	Module	12, 14
Tier 1 < 500K records	Module	12, 14
Tier 2 < 3M records	Module	12, 14
Tier 3 > 3M records	Module	12, 14
eCustomer	Processor	12
Programs included in eCustomer		
eCustomer, CME eCustomer, Price Comparison for Customers, CME Quote and Order Capture for Customers, Financial Services eCustomer, Finance Events, OGC eCustomer, OGC Quote and Order Capture for Customers, Content Publishing for Customers, Dynamic Pricer for Customers, SmartScript for Customers, Siebel CRM Web Channel for Customers - Up to 15 Objects		
eSales	Processor	12
Programs included in eSales		
eSales, CME eSales, Price Comparison for Customers, CME Quote and Order Capture for Customers, OGC eSales, OGC Quote and Order Capture for Customers, Configurator Runtime for Customers, Content Publishing for Customers, Dynamic Pricer for Customers, Events, Self Service Wireless for Customers, Siebel CRM Web Channel for Customers - Up to 15 Objects		
eService	Processor	12
Programs included in eService		
eService, CME eService, Price Comparison for Customers, CME Quote and Order Capture for Customers, Financial Services eService, Finance Events, MedEd for Customers, Samples for Customers, OGC eService, OGC Quote and Order Capture for Customers, Public Sector for eService, Advisor for Customers, Configurator Runtime for Customers, SmartScript for Customers, Siebel CRM Web Channel for Customers - Up to 15 Objects		
Order Management	Processor	12,15
Programs included in Order Management		
Siebel Configurator Administration Server, Siebel Customer Order Management Administration Server, Siebel Bulk Orders Administration Server, Siebel Consumer Goods Customer Order Management Administration Server		
Loyalty Engine Standard Edition	Processor	12
Loyalty Engine Multi-partner Edition	Processor	12
Loyalty Customer Portal	Processor	12,16
Partner Portal	Application User	12
Programs included in Partner Portal		
Siebel Partner Portal, Siebel Advanced Market Development Funds for Partners, Siebel Advisor for Partners, Siebel Anywhere for Partners, Siebel Campaigns for Partners, Siebel Campaign Management for Partners, Siebel Configurator Runtime for Partners, Siebel Content Publishing for Partners, Siebel Customer Order Management Administration for Partners, Siebel Dynamic Pricer for Partners, Siebel Field Service for Partners, Siebel Forecasting for Partners, Siebel Logistics Manager for Partners, Siebel Marketing Resource Manager for Partners, Siebel Partner Commerce, Siebel PRM Wireless - Siebel Proposal and Presentations for Partners, Siebel Reports for Partners, Siebel Segment Manager for Partners, Siebel SmartScript for Partners, Siebel SmartScript for Partners, Siebel Loyalty Partner Portal		12,16,17,18,19, 20,21
CME Partner Portal, CME Partner Commerce, Credit Management for Partners, Design Opportunity Management for Partners, Fraud Management for Partners, Pricing Authorization Management for Partners, Finance Partner Portal, Agent Portal, Service Provider Portal, Individual and Group Coverage for Partners, Life and Pension for Partners, Siebel P&C Claims for Partners, Siebel Financial Services Proposals and Presentations for Partners, Delegated Business Rules for Partners, Life Sciences Field Service for Partners, Dealer Portal, OGC Partner Portal, Credit Origination for Partners, Dealer Advanced Marketing, Financial Accounts for Partners, Showroom for Dealers, OGC Partner Commerce, OGC Quote and Order Capture for Partners, Deductions for Partners, Sales Volume Planning for Partners, Trade Promotions for Partners, Public Sector Partner Portal		
Oracle Business Intelligence Technology and Applications Managed Cloud Services		
Oracle Business Intelligence Processor	Processor	22
Vertical/Category		
Oracle Business Intelligence		
Program		
Business Intelligence Suite Enterprise Edition Plus, Business Intelligence Server Enterprise Edition, Business Intelligence Server Administrator, Answers, Drivers, Business Intelligence Publisher, Interactive Dashboard, Office Right-click Publishing, Publisher, Reporting, Siebel Campaigns for Partners, Siebel Campaign Management for Partners, Siebel Field Service for Partners, Siebel Forecasting for Partners, Siebel Logistics Manager for Partners, Siebel Marketing Resource Manager for Partners, Siebel Partner Commerce, Siebel PRM Analytics Fusion Edition, Sales Analytics Fusion Edition, Service Analytics Fusion Edition, Project Analytics Fusion Edition, Research Analytics Fusion Edition, Supply Chain and Order Management Analytics Fusion Edition, Procurement and Spend Analytics Fusion Edition, Telecom Sales Analytics Fusion Edition, Telecom Marketing Analytics Fusion Edition, Telecom Service Analytics Fusion Edition, Finance Institutional Analytics Fusion Edition, Finance Marketing Analytics Fusion Edition, Finance Retail Analytics Fusion Edition, Finance Sales Analytics Fusion Edition, Finance Service Analytics Fusion Edition, Financial Services Profitability Analytics, Financial Analytics Fusion Edition, Insurance Marketing Analytics Fusion Edition, Insurance Partner Manager Analytics Fusion Edition, Financial Services Asset Liability Management Analytics, Insurance Sales Analytics Fusion Edition, Insurance Service Analytics Fusion Edition, Pharma Marketing Analytics Fusion Edition, Pharma Sales Analytics Fusion Edition, Consumer Goods Trade Funds Analytics Fusion Edition, Case Management Analytics Fusion Edition, Fusion Governance, Risk, and Compliance Intelligence, Fusion Transportation Intelligence, Demand Signal Repository, Advanced Planning Command Center, Manufacturing Analytics, Student Information Analytics		
Oracle Hyperion Managed Cloud Services		
Oracle Hyperion Managed Cloud Services		
Programs included in Oracle Hyperion Managed Cloud Services		
Processor		

Notes

Metric

Hyperion Planning Plus, Hyperion Workforce Planning, Hyperion Capital Asset Planning, Hyperion Public Sector Planning and Budgeting, Hyperion Profitability and Cost Management, Hyperion Strategic Finance for Banking, Hyperion Performance Scorecard Plus, Essbase Plus, Essbase Visual Explorer, Hyperion Interactive Reporting, Hyperion Financial Reporting, Hyperion SQR Production Reporting, Hyperion SQR Production Reporting, Hyperion Web Analysis, Data Integrator and Application Adapter for Data Integration, Hyperion Financial Data Quality Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Data Relationship Management, Hyperion Data Integration Management, Hyperion Data Integration Management Source Adapter, Hyperion Data Integration Management Team Based Development, Hyperion Project Financial Planning, Hyperion Data Relationship Management, Hyperion Data Relationship Management Steward, Hyperion Data Integration Management, Hyperion Data Integration Management Source Adapter for SAP, Hyperion Financial Close Suite, Hyperion Disclosure Management for Oracle Hyperion Financial Close Suite, Hyperion Data Relationship Management, Hyperion Data Relationship Management Source Adapter for SAP, Hyperion Financial Close Suite, Hyperion Strategic Finance for Banking, Hyperion Performance Scorecard Plus, Essbase Plus, Essbase Visual Explorer, Hyperion Interactive Reporting, Hyperion Financial Reporting, Hyperion SQR Production Reporting, Hyperion Data Relationship Management, Hyperion Data Relationship Management Source Adapter for Oracle Hyperion Financial Close Suite, Hyperion Data Relationship Management, Hyperion Data Relationship Management Source Adapter for Oracle Hyperion Financial Close Suite, Hyperion Disclosure Management, Quantitative Management and Reporting for Solvency II, Essbase Analytics Link for Hyperion Financial Close Suite, Hyperion Financial Data Quality Management, Hyperion Financial Data Quality Management Adapter for Financial Management, Quantitative Management and Reporting for Solvency II, Essbase Analytics Link for Hyperion Financial Close Suite, Hyperion Disclosure Management, Hyperion Disclosure Management, Hyperion Tax Provision

User Productivity Kit Managed Cloud Services
 Option: Knowledge Center 6

Options for Administration & Computer and Administration Services

- Additional VPN 24
- Additional Non-Production Environment 24,25
- Additional OTO Non-Production Environment 24,25
- Printer Queue 24
- Incremental Additional Refresh (4 to 12 Nodes) 29
- Incremental Additional Refresh (13 to 20 Nodes) 29
- Incremental Enhanced Refresh (4 to 12 Nodes) 26
- Incremental Enhanced Refresh (13 to 20 Nodes) 26

Options for Administration & Computer and Administration Services for Federal
 Federal Additional VPN 24

Options for Administration & Computer and Administration Services provided by APAC Data Center
 APAC Data Center Additional VPN 24

Options
Regression Testing Services
 Reporting Environment N/A 28

- ¹ Application Server Processor is a pre-requisite to BPPEL Process Manager Option. Requires Technical and HQAPP approval. If approved by Technical, "technical exception language" must be included in contract.
- ² The following modules are not available on R12: Customer Data Hub, Internal Controls Manager for Professional or External Application User, Asset Tracking, Exchange Marketplace
- ³ This service requires approval as indicated in the Global Approval Matrix
- ⁴ The following modules are available on R12 only: Sourcing Optimization, Asset Tracking for Professional or External Application User, Property Manager, Product Data Synchronization for GDSN and UCCNet Services, Enterprise Planning and Budgeting, Profitability Manager, Internal Controls Manager for Self Service Application User, Intelligence, Strategic Network Optimization, Demantra Managed Cloud Services, Customer Hub B2B, Customer Hub Add-on B2B, Customer Hub Add-on B2C, Customer Hub Add-on B2C, Customer Hub Data Steward, Product Hub Add-on, Content Services, Exchange Marketplace
- ⁵ Internal Control Manager with "Self-Service Application User - Single Module" pricing is available on R12 only.
- ⁶ User Productivity Kit - Content Center Managed Cloud Service does not include User Productivity Kit - Knowledge Center. Customers who wish to host Knowledge Center must separately purchase User Productivity Kit - Knowledge Center Managed Cloud Services.
- ⁸ Oracle Managed Cloud Services for this product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on <http://esource.oraclecorp.com> for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.
- ⁹ Fusion Campus Solutions Intelligence requires Oracle Business Intelligence Enterprise Edition and Human Resources pillar
- ¹⁰ The customer is responsible for hosting MS Sharepoint
- ¹¹ Available to customers running v 7.8 or earlier
- ¹² Requires Siebel CRM Professional Application User as a prerequisite.
- ¹³ Computer and Administration Services for Proposals and Presentations requires Proposals and Presentations Setup .
- ¹⁵ Order Management includes the following modules: Siebel Customer Order Management Administration Server, Consumer Goods Order Management Administration Server, Siebel Configurator Administration Server, Siebel Configurator Runtime, Siebel Configurator Administration Server, Siebel Configurator Runtime.
- ¹⁶ Loyalty Engine is a prerequisite for Loyalty Customer Portal and Siebel Loyalty Partner Portal.
- ¹⁷ Order Management is a prerequisite for Siebel Configurator Runtime for Partners, Siebel Customer Order Management Administrator for Partners, and Siebel Dynamic Pricer for Partners.
- ¹⁸ Wireless is prerequisite for Siebel PRM Wireless.
- ¹⁹ Proposals and Presentations is a prerequisite for Siebel Proposals and Presentations for Partners and for Siebel Financial Services Proposals and Presentations for Partners.
- ²⁰ Remote Client is a prerequisite for Siebel Remote Client for Partners.
- ²¹ Business Intelligence Processor is a prerequisite for Siebel Segment Manager for Partners.
- ²² Includes support for Business Intelligence Suite Enterprise Edition. Does not include support for Hyperion Interactive Reporting--System 9, Hyperion Financial Reporting--System 9, Hyperion Web Analysis--System 9, and Hyperion SQR Production Reporting System 9.
- ²³ Oracle Hyperion Managed Cloud Services customers are limited to one ETL (extract, transform, load) tool per deployment - Oracle Data Integrator or Hyperion Financial Data Quality Management to Hyperion Data Integration Management
- ²⁴ Setup/One Time Fee applies to Computer and Administration Services.
- ²⁵ Price may vary based on additional services and resources required to provide Additional OTO Non-Production environments.
- ²⁶ This fee is in addition to the Enhanced Refresh (up to 3 nodes) fee.
- ²⁷ Must be purchased in increments of two (2) processors.
- ²⁸ This service is on Controlled Availability (CA). Standard pricing is not available. Contact the Global Solutions Center for a price quote. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.
- ²⁹ This fee is in addition to the Additional Refresh (up to 3 nodes) fee. This fee also applies to any entitled refreshes where the target instance has the specified node count.

ATTACHMENT C

FEE SCHEDULE

**ATTACHMENT C
FEE SCHEDULE**

The Contractor shall provide Oracle PeopleSoft 9.2 Upgrade and other associated services in accordance with Attachment A, Statement of Work, including all referenced exhibits. The Commission shall pay the Contractor for services rendered as noted below.

PART 1: ORACLE PEOPLESFT SERVICES		
Item	Description	Cost
1	PeopleSoft Human Capital Management (HCM) Version 9.0 Upgrade (See Section 2 for the HCM Cost Breakdown)	\$744,732.00
2	PeopleSoft Financials and Supply Chain Management (FSCM) Version 9.0 Upgrade (See Section 2 for the FSCM Cost Breakdown)	\$972,611.20
3	Travel Expenses (Travel, meals, lodging, and other related costs) (See Section 3 for further details)	\$210,100.00
4	Annual License and Support Services for Year 1 (See Section 4 for further details)	\$772,450.32
TOTAL		\$2,699,893.52

Sections 1 & 2 – Consulting Services: The Contractor shall be paid for PeopleSoft Consulting Services for the HCM Version 9.0 Upgrade and FSCM Version 9.0 Upgrade based on the hourly rates and estimated hours noted below. The Contractor shall be paid for actual work rendered and approved by the Commission. Any other work performed, whether additional hours or other consulting services (roles) not included in the cost breakdown below, must obtain prior written approval from the Commission. Failure of the Contractor to obtain prior written approval from the Commission will be grounds for no reimbursement payment to the Contractor. The Commission and Contractor shall have the discretion to modify the Cost Breakdown in Section 1 & 2 provided that the “Total Amount” in each section is not exceeded with prior written approval by the Commission and Contractor.

SECTION 1: PEOPLESOFT HCM VERSION 9.0 UPGRADE COST BREAKDOWN					
Item	GSA Labor Category	Role Description	Hourly Rate	Estimated Hours	Estimated Cost
1	PE	Executive Sponsor	\$200.00	200	\$40,000.00
2	PE	Project Manager	\$200.00	520	\$104,000.00
3	PE	Functional Lead	\$200.00	680	\$136,000.00
4	PE	ePerformance Consultant	\$200.00	720	\$144,000.00
5	PE	Tech Upgrade Consultant	\$190.00	1000	\$190,000.00
6	SE	Offshore Developer Lead	\$73.37	560	\$41,087.20
7	SE	Offshore Developer #1	\$53.36	560	\$29,881.60
8	SE	Offshore Developer #2	\$53.36	560	\$29,881.60
9	SE	Offshore Developer #3	\$53.36	560	\$29,881.60
TOTAL				5360	\$744,732.00
GSA Labor Category: PE-Principal Engineer, SE-Senior Engineer					

SECTION 2: PEOPLESOFT FSCM VERSION 9.0 UPGRADE COST BREAKDOWN					
Item	GSA Labor Category	Role Description	Hourly Rate	Estimated Hours	Estimated Cost
1	PE	Executive Sponsor	\$200.00	200	\$40,000.00
2	PE	Project Manager	\$200.00	580	\$116,000.00
3	PE	Functional Lead	\$200.00	1120	\$224,000.00
4	PE	ePro/Supplier Contracts Consultant	\$200.00	1120	\$224,000.00
5	PE	Tech Upgrade Consultant	\$190.00	1120	\$212,800.00
6	SE	Offshore Developer Lead	\$73.37	640	\$46,956.80
7	SE	Offshore Developer #1	\$53.36	1000	\$53,360.00
8	SE	Offshore Developer #2	\$53.36	560	\$29,881.60
9	SE	Offshore Developer #3	\$53.36	480	\$25,612.80
TOTAL				6820	\$972,611.20
GSA Labor Category: PE-Principal Engineer, SE-Senior Engineer					

Section 3 – Travel Expenses: The Contractor shall be reimbursed for travel and related expenses in accordance with the Commission’s Administrative Travel Policy. Under no circumstance shall the Commission shall be obligated to reimburse the Contractor for travel expenses beyond the rates stated in the Commission’s Travel Policy. The Contractor shall be required to provide all supporting documentations as outlined in the Commission’s Administrative Travel Policy (dated 11/29/10) which is attached as Exhibit 1.

Travel, meals, lodging, and other direct costs for the described effort are estimated in the quote above and shall be reimbursed by Client at actual cost. Estimated travel costs are **\$210,100.00**. Travel and Expenses will be billed to the Commission as actuals.

Section 4 & 5 – Licenses and Support: The Contractor shall be paid for PeopleSoft Licenses and Support for the HCM Version 9.0 Upgrade and FSCM Version 9.0 Upgrade based on the following:

Line Item	Oracle Product Description	Term	Oracle License Type	Number of Licenses	Discounted Unit Price	Extended Price
Enterprise Applications						
1	¹ PeopleSoft Enterprise Financials (Open Market)	Perpetual	Enterprise \$M in Operating Budget	500	\$320,600.00	\$320,600.00
2	¹ PeopleSoft Enterprise Purchasing (Open Market)	Perpetual	Enterprise \$M in Operating Budget	500	\$119,000.00	\$119,000.00
3	¹ PeopleSoft Enterprise eProcurement (Open Market)	Perpetual	Enterprise \$M in Operating Budget	500	\$65,800.00	\$65,800.00
4	¹ PeopleSoft Enterprise Interaction Hub (Open Market)	Perpetual	Enterprise \$M in Operating Budget	500	\$35,000.00	\$35,000.00

5	¹ PeopleSoft Enterprise Supplier Contract Management (Open Market)	Perpetual	Enterprise \$M in Operating Budget	500	\$59,500.00	\$59,500.00
Component Applications						
6	PeopleSoft Enterprise ePerformance	Perpetual	Employee	600	\$ 29.40	\$ 17,640.00
7	PeopleSoft Enterprise Directory Interface	Perpetual	Employee	600	\$ 3.36	\$ 2,016.00
8	^{1,2} Micro Focus International Ltd. Net Express COBOL for Windows for 1 Named User (Mfr is Microfocus; Third Party Program) (Open Market)	Perpetual	N/A	1	\$ 13,600.00	\$ 13,600.00
					License	\$633,156.00
					1 st Year Support	\$139,294.32
					Total Price	\$772,450.32
Comments: ¹ Line Items 1 - 5; & 8: These products are being purchased OPEN MARKET pursuant to the Terms and Conditions of Mythics Inc. GSA Schedule: GS-35F-0153M ² Licenses are limited to the PeopleSoft Application.						

In event that the Commission exceeds the licensed quantity purchased, the end user must order the programs from Oracle (and first year Software Update License & Support for the programs) at the appropriate license and support fees specified below. The number of additional program licenses to be ordered shall be equal to the actual number of Enterprise Employees and Enterprise Trainees or the actual dollar amount of the Operating Budget as of the order date less the total number of licensed quantity (under this ordering document) rounded up to the next increment as noted below. The Contractor has no delivery obligation for program licenses ordered pursuant to this section. Expansion fees will need to be assessed prior to purchase of additional licenses.

Enterprise \$M in Operating Budget- Metric Value: 500

SECTION 4: PEOPLESOFT LICENSES AND SUPPORT SERVICE BREAKDOWN					
Line Item	Program	Metric	Increment	Net Incremental License Fee	Net Incremental First Year SULLS Fee
1	A. PeopleSoft Enterprise Financials B. PeopleSoft Enterprise Purchasing C. PeopleSoft Enterprise eProcurement D. PeopleSoft Enterprise Interaction Hub	Enterprise \$M in Operating Budget	50	\$74,987.50	\$16,497.25

RENEWAL SUPPORT

If contract is extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Commission, the below is the Contractor’s provided Year cost. The cost for support and maintenance for year 2 will be a 5% increase based on year 1 cost of \$139,294.32, and 1% increase for proceeding years 3-5 for support and maintenance.

Year	Amount
2	\$146,259.04
3	\$147,721.63
4	\$149,198.84
5	\$150,690.83

PART 2: The Contractor shall be paid for other Oracle PeopleSoft Services based on the fees noted below in the event that the Commission wishes to exercise its option to extend the contract term for an additional year or other related services.

PART 2: OTHER ORACLE PEOPLESOFT SERVICES		
Item	Description	Cost
1	Annual License and Support for Year 2	\$146,259.04/Yearly
2	Annual License and Support for Year 3	\$147,721.63/Yearly
3	Annual License and Support for Year 4	\$149,198.84/Yearly
4	Annual License and Support for Year 5	\$150,690.83/Yearly
5	Additional Consulting Services	\$200.00/Hourly

6	Executive Sponsor	\$200.00/Hourly
7	Project Manager	\$200.00/Hourly
8	Functional Lead	\$200.00/Hourly
9	ePerformance Consultant	\$200.00/Hourly
10	ePro/Supplier Contracts Consultant	\$200.00/Hourly
11	Tech Upgrade Consultant	\$190.00/Hourly
12	Offshore Developer Lead	\$73.37/Hourly
13	Offshore Developer #1	\$53.36/Hourly
14	Offshore Developer #2	\$53.36/Hourly
15	Offshore Developer #3	\$53.36/Hourly
16	Other Consulting Services	Negotiated

Pre-approval is required for all overnight travel. Pre-approval is not required when day travel is conducted outside the County of Los Angeles during the course of normal business.

Trips involving legislation and some agency-wide matters may require advance coordination with the Intergovernmental Relations (IGR) Manager. Staff should consult with the IGR Manager, as appropriate.

6.4.4 TRAVELING TO WASHINGTON, D.C. AND SACRAMENTO

Trips to Washington, D.C. and Sacramento must be approved in advance by the Executive Director. If the trip involves advocacy, the IGR Manager must be notified in advance to ensure proper coordination internally and with the Chief Executive Office (CEO).

6.4.5 COMPLETING THE AUTHORIZATION/ADVANCE REQUEST (FORM 420)

The Board of Supervisors sets travel expense reimbursement rates annually. The current rates are available from the Financial Management Division.

Form 420 is used to request approval of all estimated travel costs and travel advances before a trip. A sample form is provided as Attachment A. It is also available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

The traveler completes *Form 420* and retains a copy. The original is submitted for signature approval, in the following order: Division Budget Analyst; Division Director; Financial Management; and the Executive Director.

If a travel advance is needed, the *Check Request/Travel Advance* portion of the form is completed. Checks requested by Tuesday at 5:00 p.m. will be ready by 2:00 p.m. the following Friday. Same day checks are issued only if requested on *Form 420* and approved by the Executive Director. Any special handling requests should be noted on *Form 420*.

When the Internet is used to buy airfare, hotels and other services, three Internet printouts must be attached to *Form 420* to support the *Lowest Logical Cost*.

NOTE: Travel advances issued by the Commission are considered "personal advances to the traveler" until a *Travel Expense Report (Form 430)* is approved by Financial Management and the Executive Director.

6.4.6 COMPLETING THE TRAVEL EXPENSE REPORT (FORM 430)

Form 430 is used to itemize completed travel expenses and calculate amounts due to the traveler or owed to the Commission following a trip. A sample form is

provided as Attachment B. It is also available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

The traveler completes *Form 430* and retains a copy. The original is submitted for signature approval, in the following order: Division Director, Financial Management and Executive Director.

The Financial Management Division must receive *Form 430*, receipts and any other required documentation within **10 business days** after the last day of travel.

6.4.7 TRAVEL RECORDS AND DOCUMENTATION

Divisions must keep travel records for each trip, which include *Form 420* and *Form 430* and all supporting documents. Division records must be maintained so that an audit trail can be easily established and kept for **two** years after the end of the fiscal year to which the records relate.

Financial Management Division records must be kept for **four** years after the end of the fiscal year to which the records relate.

6.4.8 DOMESTIC AND INTERNATIONAL AIR TRAVEL

Both domestic and international travel must be approved in advance by the Executive Director. International travel includes all destinations outside the Continental United States, including Hawaii and Alaska.

Airline reservations should be made as early as possible to take advantage of purchase discounts and to meet the *Lowest Logical Cost* standard. Costs are billed directly to the originating Division.

Travelers may buy their own airline tickets and pay with cash or credit card. To be reimbursed for airfare and any extra baggage charges, *Form 430* must be submitted with original receipts showing the date, traveler's name, cost, destination and departure and arrival times. A copy of an e-mail confirmation is acceptable, if it includes this information.

A. LOWEST LOGICAL AIRFARE COST

When cost savings for airfare is \$75 or more, travelers should review the following guidelines to ensure the *Lowest Logical Cost* standard is met, before booking the flight:

- a. routing requires **no** more than one additional interim stop or change of planes each way;
- b. routing does **not** increase the one-way total elapsed trip time (origin to destination) by more than **one** hour;

- c. departure and arrival times are no more than **two** hours before or after the requested time.

The following should also be considered when seeking the lowest rate: special negotiated fares; non-refundable fares; penalty fares; Saturday night stay-overs; advance purchase fares; connecting and non-stop flights; off-peak flights; alternate airports; promotional/bulk fares; lower cost carriers; and Internet specials.

C. COACH CLASS

All domestic air travel must be by coach class and meet the *Lowest Logical Cost* standard. First class passage may be booked when approved by the Executive Director.

D. UPGRADES

Upgrades are allowed at the traveler's expense or at the Commission's expense if the cost of the ticket does not exceed the *Lowest Logical Cost* standard. Elective upgrades that exceed the *Lowest Logical Cost* standard are usually not charged to the Commission's credit card. However, if this is unavoidable the traveler must reimburse the Commission on return.

E. PREFERRED AIRLINES

If the Commission has negotiated special rates with specific carriers, travelers must use these preferred carriers whenever possible.

F. AIRLINE FREQUENT FLYER PROGRAMS

Employees may keep frequent flyer benefits received from flying on Commission business. However, participation in these programs must not influence flight selection that would result in incremental cost to the Commission beyond the lowest available airfare, as defined in this policy.

G. PREPAID TICKETS

Prepaid tickets are used primarily when the purchaser and the traveler are in different locations and travel arrangements must be made. This allows the ticket to be bought at a location such as a Commission office, and picked up by the traveler at a different location without having to pay.

Prepaid ticketing is discouraged because airlines usually charge a fee for this service. The cost of prepaid tickets and fees are billed directly to the originating Division.

NOTE: Travelers must present photo identification at the airline counter when picking up prepaid tickets.

H. DENIED BOARDING COMPENSATION

Airlines occasionally offer free tickets or cash allowances to compensate travelers for delays and inconveniences because of overbooking, flight cancellations and last minute changes.

Travelers may volunteer for *denied boarding compensation* when there is no interruption or loss of Commission business, or when efficiency or other needs outweigh added costs, such as extra lodging and meals.

I. OVERNIGHT DELAYS

If an airline delay creates the need for an overnight stay, the traveler must try to secure complimentary lodging from the airline. If unsuccessful, the traveler may pay with a Commission credit card or personal credit card and request reimbursement at the end of the trip.

J. CANCELLATIONS/UNUSED TICKETS

If a flight is canceled or if a ticket is not used for any reason, the traveler must immediately return the unused ticket to the person in the Division assigned to make travel arrangements. The airline policy must be checked before discarding or destroying any unused airline tickets or flight coupons, because they may have cash value.

If a ticket is refundable, a refund of the highest possible amount should be requested. If the ticket is non-refundable, the unused ticket should be kept for a minimum of one year. Some airlines honor unused tickets beyond one year, so it is important to check with the airline before destroying any unused ticket. If the same person travels again, the airline should be notified and an attempt made to use the unused ticket.

For tracking purposes, travelers will notify Division management before canceling tickets bought over the Internet.

K. LOST OR STOLEN TICKETS

Travelers are responsible for the safekeeping of airline tickets and for reimbursing the Commission for the value of lost or stolen tickets, unless the traveler is not at fault. Issuance of a replacement ticket may result in a fee and a higher airfare charge. Travelers may have to pay replacement costs during the trip.

The traveler should report the loss to the issuing travel agency or airline ticket counter staff. The traveler must also file a lost ticket claim with the airline as soon as possible and keep a copy of the paperwork to submit with *Form 430* following the trip.

L. USE OF PRIVATE AIRCRAFT

If an employee wishes to fly a private aircraft for Commission business, the following is required: approval by the Executive Director; possession of a current valid Federal Aviation Administration pilot's license; and proof of \$100,000/\$300,000/100,000 liability insurance naming the Commission and Housing Authority as co-insured.

M. TRAIN TRAVEL

Train travel may not exceed the cost of coach airfare for the same destination. The Commission only pays for coach class.

Travelers may request reimbursement for train travel and any baggage charges by filing *Form 430* with original receipts showing the date, traveler's name, cost, destination and departure and arrival times. A copy of an e-mail confirmation is acceptable, if it includes this information.

N. GROUND TRANSPORTATION

Employees traveling to the same location should share ground transportation with colleagues to help contain costs. Ground transportation includes buses, subways, taxis, hotel and airport shuttles and personal vehicles.

Travelers may request reimbursement for these expenses by filing *Form 430* and original receipts showing the date, time, destinations and purpose. Only trips for Commission business are reimbursed. Personal trips for non-business purposes, such as sightseeing and other entertainment are not reimbursable.

6.4.9 DRIVING ON COMMISSION BUSINESS

Employees who drive on Commission business must possess a valid California driver's license, sufficient automobile insurance and a driving record that meets California State Department of Motor Vehicles (DMV) requirements. Employees must also abide by all California driving laws, including those requiring the use of seat belts and hands free cell phone use.

Before driving on Commission business, employees must complete a *Commission Vehicle/Private Vehicle Use Form* and provide proof of automobile insurance that meets the minimum coverage required by State of California Financial Responsibility Laws. The Risk Management Unit collects this information at the time of initial hire and annually thereafter.

Employees are mandated to immediately inform Division management or the Risk Management Unit of changes in driver's license status or insurance that could negatively impact their driving record and ability to drive on Commission business. This includes cancellation of insurance, driver's license suspension or cancellation, arrest for driving under the influence of alcohol or illegal substances and other factors that increase the risk of driving or affects the ability to drive legally as permitted by the DMV.

The Executive Director must approve driving extensive distances for Commission travel if airlines or trains are available to the same destination.

6.4.10 USING RENTAL VEHICLES ON COMMISSION BUSINESS

Permission to rent a car for travel must be approved in advance by filing *Form 420* and including estimated rental rates, fuel costs, parking and other expenses, compared to taxi and shuttle services. The *Lowest Logical Cost* should be sought and corporate rates used, if available.

Both Collision Waiver Insurance and Automobile Liability Insurance, up to the highest limits available, should be bought from the rental car company. If a rental car company does not offer automobile liability insurance, the Executive Director must give advance written approval to use such a company.

Reimbursements can be requested by filing *Form 430* and submitting original receipts for expenses such as the rental fee, fuel, tolls and parking.

See the *Fleet Vehicle Management and Driving on Commission Business* policy, available on the Intranet.

A. VEHICLE SELECTION AND UPGRADES

When traveling alone, travelers should rent mid-size or smaller cars, based on need. When picking up the rental car, travelers should check for any promotional rates, last-minute specials or free upgrades that reduce costs.

Travelers may upgrade the class of service by booking one level higher when: two or more employees are traveling together; the traveler may be upgraded at no extra cost; or there are medical reasons, such as travelers with disabilities.

B. VEHICLE INSPECTION BEFORE DRIVING

At the time of rental and before the vehicle is accepted, the traveler must inspect the vehicle and make a notation on the contract if any damage is seen.

C. ACCIDENTS INVOLVING RENTAL VEHICLES

If an accident occurs while driving on Commission business, travelers must immediately notify Division management, the Risk Management Unit at 888-606-SAFE (7233) and the rental car company. Local authorities must be notified of any accident, no matter how minor the damage.

Upon returning to the office, the traveler will complete the required accident reporting procedures. See the *Fleet Vehicle Management and Driving on Commission Business* policy, available on the Intranet.

6.4.11 USING AGENCY AND PRIVATE VEHICLES ON COMMISSION BUSINESS

Employees must request permission to drive on Commission business according to the procedures in Section 6.4.9 above.

Accidents that occur while driving on Commission business must be reported according to the procedures in Section 6.4.10 above.

A. MILEAGE CLAIMS

Mileage reimbursements will not exceed what it would cost to reach the same destination by air or train. Travelers will be reimbursed at the per mile rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

Travelers may request mileage reimbursements by completing a *Mileage Claim Form* and filing it with *Form 430*. Internet maps and/or odometer readings are required to substantiate miles driven; however, commute deductions are not made for overnight travel.

Mileage requests for driving for normal business are submitted monthly on a *Mileage Claim Form*, without *Form 430*.

Mileage Claim Forms are available on the Intranet by going to CDC Intranet>Forms and Publications>Forms>Miscellaneous.

B. PARKING

Travelers may pay parking fees in cash and request reimbursement by submitting the original receipts with *Form 430*.

Airport parking is restricted to the maximum daily rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

6.4.12 LODGING AND MEALS

Lodging, meals and related expenses may be prepaid by the Commission, or the traveler may pay by cash or credit card and request reimbursement by filing *Form 430*.

A. HOTEL RESERVATIONS

Promotional rates, government rates, last-minute specials, and long-term specials (for stays of one week or longer) should be used to help contain hotel costs.

Form 430 must be filed with original itemized receipts to receive reimbursement. Travelers should secure an itemized folio and review all charges before leaving the hotel.

Reimbursement is restricted to the maximum daily rate approved annually by the Board of Supervisors, which is available from the Financial Management Division.

B. HOTEL CANCELLATIONS

Hotel cancellations should be made before the cancellation period ends to avoid extra charges. Cancellation deadlines are based on the local time at the hotel location.

Cancellation confirmation numbers must be requested by the traveler and provided in the event of a billing dispute.

Travelers will be responsible for “no show” charges unless the traveler was not at fault.

C. MEAL REIMBURSEMENTS

Reimbursements for meals will be provided when travel lasts a minimum of 4 hours during the day.

For the purpose of determining eligibility for meal reimbursements, travel begins when travelers depart their residence or office and ends when they arrive back at their residence or office.

Following are examples to illustrate when meal reimbursement is appropriate:

MEAL(S)	TRAVEL BEGINS	TRAVEL ENDS
Breakfast Only	6:00 a.m. or earlier	10:00 a.m. or later
Breakfast and Lunch	6:00 a.m. or earlier	1:00 p.m. or later

Breakfast, Lunch and Dinner	6:00 a.m. or earlier	7:00 p.m. or later
Lunch Only	11:00 a.m. or earlier	3:00 p.m. or later
Lunch and Dinner Only	11:00 a.m. or earlier	7:00 p.m. or later
Dinner Only	5:00 p.m. or earlier	7:00 p.m. or later(*)

(*) Travel must be at least 4 hours in total.

Meals (breakfast, lunch and dinner) do not require receipts when the reimbursement requested is within the rates set by the Board of Supervisors. The current rates are available from the Financial Management Division.

Original receipts, an explanatory memo and Executive Director approval are required when the reimbursement requested is greater than the allowable rates.

Travelers should deduct individual meal allowances from the per-day total when:

- a. a meal is included in the registration fee for the event; or the
- b. Commission pays an additional fee for a planned event meal.

Form 430, original receipts, an explanatory memo and Executive Director approval are required to receive reimbursement if the hosting event is unable to accommodate special dietary needs for meals described in **a** and **b** above.

Continental Breakfasts are not considered a meal for the purpose of this policy. Travelers are entitled to a breakfast reimbursement if they are traveling during breakfast hours and the event provides a Continental Breakfast.

6.4.13 INCIDENTAL EXPENSES

Travelers will be reimbursed for additional incidental expenses incurred to cover the higher costs associated with traveling to a **capital or primary city** of any major metropolitan area.

Capital City Per Diem Allowances for expenses can be claimed for travel to Sacramento, Boston, Chicago, Dallas, Detroit, Houston, Miami, New York, Philadelphia, San Francisco and Washington, D. C.

To be reimbursed, the traveler must have been required to be physically in the primary city for any portion of a day. *Form 430* and original itemized receipts must be submitted at the end of the trip.

Capital and primary city reimbursement rates are approved annually by the Board of Supervisors, and are available from the Financial Management Division.

6.4.14 PORTERAGE

Porterage costs are reimbursed by filing *Form 430*.

Porterage rates are approved annually by the Board of Supervisors, and are available from the Financial Management Division.

6.4.15 INCORRECT OR INCOMPLETE EXPENSE CLAIMS

Incorrect or incomplete expense claims will be returned for correction and may result in delays or non-reimbursement of specific items.

END OF POLICY

COMMUNITY DEVELOPMENT COMISSION
TRAVEL AUTHORIZATION – ADVANCE REQUEST

Attachment A

TRAVELER _____ POSITION _____

DIVISION _____ DEPT/PROJ NO. _____

DATE LEAVING _____ DATE RETURNING _____ DESTINATION _____

DESCRIPTION OF CONFERENCE, MEETING, BUSINESS, ETC. _____

ANTICIPATED COST:

Registration Fees \$ _____

Meals (____ days @ \$ _____) \$ _____

Lodging (____ days @ \$ _____) \$ _____

Transportation \$ _____

Other (describe) \$ _____

Total Estimated Cost \$ _____

CHECK REQUEST

TO TRAVELER: (charge to A/C No. 010-182) \$ _____

FOR REGISTRATION: (charge to Project No. _____) \$ _____

Payee _____

Address _____

OTHER: Charge to account \$ _____

PURPOSE _____

Payee _____

Address _____

TOTAL \$ _____

REQUESTED BY:

APPROVED BY:

Traveler Date

Division Director Date

Executive Director Date

**COMMUNITY DEVELOPMENT COMMISSION
TRAVEL EXPENSE REPORT**

Attachment B

TRAVELER _____ DIVISION _____

DEPARTURE (Date & Time) _____ RETURNED (Date & Time) _____

DESTINATION/PURPOSE _____

DATE	LOCATION	TRANSPORTATION		LODGING	MEALS	OTHER		REGISTRATION	TOTAL
		TYPE *	COST			TYPE	COST		
TOTALS									

*TRANSPORTATION: A-Air; TX-Taxi; B - Bus; TS - Train/Subway; CR - Car Rental

ADVANCES

DATE	PAYEE	AMOUNT

SUMMARY

Total Expenses \$ _____
 Total Advances \$ _____ ()
 Due Traveler \$ _____
 Due Commission \$ _____
 ATTACH CHECK

TOTAL TRAVEL ADVANCE \$ _____

This is to certify that the above expenses, as supported by the attached receipts where applicable, were incurred by the undersigned in connection with an authorized business trip for the Community Development Commission and are chargeable to Project No. _____

(Please attach a copy of the TRAVEL AUTHORIZATION ADVANCE REQUEST)

 Traveler Date

 Approval Date

 Executive Director Date

FOR FINANCIAL MANAGEMENT USE ONLY	
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

ATTACHMENT D

REQUIRED CONTRACT FORMS

- Insurances (please refer to the Contract for required values)
 - **General Liability** with *Additional Insured Endorsement*. Shall include Completed Operations and be on a primary and non-contributory basis.
 - **Workers' Compensation**, shall be Statutory and include Employer's Liability, and a waiver of subrogation.
 - **Automobile Insurance**, coverage shall include owned, hired, non-owned, OR any auto.
 - **Professional Liability**
- Jury Service Program
- Attestation of Willingness to Consider GAIN GROW
- Charitable Contributions Certification Form
- Conflict of Interest Certification
- Contingent Fee Representation and Agreement Form
- Default Property Tax Program
- Equal Employment Opportunity (EEO) Act
- Federal Lobbyist Requirements
- Payee Registration
- Direct Deposit

**COMMUNITY DEVELOPMENT COMMISSION
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name: Mythics, Inc.		
Company Address: 1439 N. Great Neck Road		
City: Virginia Beach	State: VA	Zip Code: 23454
Telephone Number: 757-412-4362		
Solicitation For (Type of Goods or Services): Oracle Products & Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Dale E. Darr	Title: Vice President, Contracts & Compliance
Signature: 	Date: 3/24/2014

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Bidder/Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder/Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder/Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Bidders/Proposers unable to meet this requirement shall not be considered for contract award.

Bidder/Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Bidder/Proposer has a proven record of hiring GAIN/GROW participants.

YES (subject to verification by Commission/Housing Authority) NO

B. Bidder/Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder/Proposer is willing to interview qualified GAIN/GROW participants.

YES NO

C. Bidder/Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES NO N/A (Program not available)

Bidder/Proposer Organization: Mythics, Inc.

Signature: 

Print Name: Dale E. Darr

Title: Vice President, Contracts Date: 3/24/2014

Tel.#: 757-412-4362 Fax #: 757-412-1060

CHARITABLE CONTRIBUTIONS CERTIFICATION

Mythics, Inc.

Company Name
1439 N. Great Neck Road, Virginia Beach, VA 23454

Address
54-1987871

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. (X) ()

OR

YES NO

Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. () ()



Signature 3/24/2014

Date

Dale E. Darr, Vice President of Contracts & Compliance

Name and Title (please type or print)

CERTIFICATION OF NO CONFLICT OF INTEREST


CONTRACTS PROHIBITED

The Community Development Commission of the County of Los Angeles (Commission), shall not contract with, and shall reject any quote(s), bid(s), or proposal(s) submitted by, the persons or entities specified below, unless the Executive Director finds that special circumstances exist which justify the approval of such contract:

1. Employees of the Commission for which the Commission is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Executive Director for approval shall be accompanied by an assurance by the submitting division that these provisions have not been violated.

Mythics, Inc.

Print Proposer Name


Official's Signature

Vice President, Contracts & Compliance

Print Proposer Official Title

3/24/2014

Date

CONTINGENT FEE REPRESENTATION AND AGREEMENT

The bidder/proposer represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/proposer, the bidder/proposer:

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

If the answer to either (1) or (2) above is affirmative, the bidder/proposer shall make an immediate and full written disclosure to the Procurement Officer.

Any misrepresentation by the bidder/proposer shall give the Community Development Commission of the County of Los Angeles/Housing Authority of the County of Los Angeles the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

Authorized Official:

Name: Dale E. Darr Title: Vice President, Contracts & Compliance

Signature:  Date: 3/24/2014

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM
CERTIFICATION OF COMPLIANCE**

Company Name: Mythics, Inc.		
Company Address: 1439 N. Great Neck Road		
City: Virginia Beach	State: VA	Zip Code: 23454
Telephone Number: 757-412-4362	Email address: contracts@mythics.com	
Solicitation/Contract For <u>Oracle</u> Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

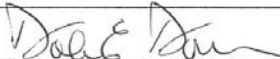
The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:

- Mandated by federal or state law or a condition of federal or state program;
- The purchase is made through a state or federal contract; Mythics' GSA Schedule: GS-35F-0153M
- The purchase is made for equipment or supplies for, or by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
- Sole source provider with exclusive and proprietary rights to services or goods;
- Emergency services provider for services or goods;
- Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
- Required to comply with the laws of the United States or California, which are inconsistent with this program.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Dale E. Darr	Title: Vice President, Contracts & Compliance
Signature: 	Date: 3/24/2014

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Mythics, Inc.

Vendor's Name

1439 N. Great Neck Road, Virginia Beach, VA 23454

Address

54-1987871

Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Dale E. Darr Title: Vice President, Contracts & Compliance

Signature:  Date: 3/24/2014

FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION

Name of Firm: Mythics, Inc. Date: 3/24/2014

Address: 1439 N. Great Neck Road, Virginia Beach

State: Virginia Zip Code: 23454 Phone No. : 757-412-4362

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Dale E. Darr Title: Vice President, Contracts & Compliance
Signature:  Date: 3/24/2014

**Community Development Commission of the County of Los Angeles
Organization Information Form**

I. FIRM/ORGANIZATION INFORMATION Contractors/Vendors are selected without regard to race/ethnicity, color, religion, sex, national origin, age, marital status or disability.

NAME OF FIRM: Mythics, Inc.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit
 Franchise Other (Please Specify) _____

Total Number of Employees (including owners): 183

Distribute the above total number of employees into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
African American	0	0	0	0	7	7
Hispanic American	0	0	0	0	3	2
Asian American	0	0	1	1	12	5
Asian Pacific American	0	0	0	0	0	0
Native American	0	0	0	0	0	0
Caucasian	2	0	26	3	106	38
Other <u>Two or More Races</u>	0	0	0	0	2	1

II. MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISE REPRESENTATION

This firm/organization:

is a Minority Business Enterprise.

"Minority Business Enterprise," as used in this provision means an independent business concern which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members; and whose management and daily operations are controlled by one or more such individuals.


is a Woman Business Enterprise.

"Woman Business Enterprise," as used in this provision, means an independent business concern which is at least 51 percent owned by one or more women who are U.S. citizens; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more women; and whose management and daily operations are controlled by one or more women.

is not a Minority or Woman Business Enterprise.

III. DECLARATION

I declare under penalty of perjury under the laws of the state of California that the above information is true and accurate. I understand that the Commission reserves the right to audit the above information at any time and that I will notify the Commission if there are any changes in this firm's ownership from what is stated on this form.

Print Authorized Name Dale E. Darr	Authorized Signature 	Title Vice President	Date 3/24/2014
---------------------------------------	---	-------------------------	-------------------

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Mythics, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
1439 N. Great Neck Road

City, state, and ZIP code
Virginia Beach, VA 23454

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number									
5	4	-	1	9	8	7	8	7	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Dee E Dan* Date ▶ *24 MARCH 2014*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

700 W. Main Street • Alhambra, CA 91801
Tel: 626.262.4511 • TDD: 626.943.3899 • www.lacdc.org

**Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich**
Commissioners

Sean Rogan
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION (CDC) and
HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES (HACOLA)**

**AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS
AUTOMATED CLEARING HOUSE CREDITS (ACH)**

Vendor Name	Mythics, Inc.
--------------------	---------------

I (we) hereby authorize Community Development Commission, hereinafter called "Commission" to initiate credit entries and if necessary, credit reversals for any credit entries in error to my (our) account indicated below, at the depository Financial Institution named below and credit such same account. I (we) acknowledge that the authority will remain in effect until I have (or either of us) cancelled it in writing and that the origination of ACH transactions to my (our) account must comply with the provisions of the United States law.

Financial Institution Name	
<input checked="" type="checkbox"/> Checking Account or	<input type="checkbox"/> Savings Account
Routing Number	121000248
Bank Account Number	2000026271361

This authorization is to remain in full force and effect until the Commission and your depository Financial Institution have had all reasonable opportunity to act upon a written request for cancellation

Name	Dale E. Darr	Title	Vice President, Contracts & Compliance
Signature		Date	3/24/2014
Email Address	contracts@mythics.com	Phone	757-412-4362

Name		Title	
Signature		Date	
Email Address		Phone	

Please return this completed form with your voided check for a checking account, or deposit slip for a savings account to:

Community Development Commission
Procurement Unit – Grace Casey
700 West Main Street
Alhambra, CA 91801
DirectDepositProgram@lacdc.org

**We Build Better Lives
& Better Neighborhoods**





Norfolk Regional Commercial
Banking Office
MAC R3588-116
440 Monticello Avenue
Suite 1100
Norfolk, VA 23510
wellsfargo.com

March 10, 2014

Housing Authority of the City of Los Angeles
2600 Wilshire Blvd.
Los Angeles, CA 90057

REF: Mythics, Inc.

To Whom It May Concern:

Requested bank information on Mythics, Inc.

Business Name	Mythics, Inc.
Address	1439 N. Great Neck Road Virginia Beach, VA 23454
Bank Account #	2000026271361
Routing #	121000248
Bank Name	Wells Fargo Bank, N.A.
Bank Contact	Carolyn Wilkinson 440 Monticello Ave. Suite 1100 Norfolk, VA 23510

Please contact me if I can be of further assistance.

Sincerely,

Carolyn Wilkinson
Senior Relationship Associate
75-667-3561



ATTACHMENT E

REQUIRED CONTRACT NOTICES

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2009)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

