

# EXHIBIT A



**AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
ORACLE AMERICA, INC.  
FOR  
SOFTWARE LICENSE MASTER AGREEMENT**

*AGREEMENT NUMBER* US-GMA-270549

*JULY 2014*

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## ***EXHIBITS***

- EXHIBIT A Participating Entities
- EXHIBIT B Ordering Document Template
- EXHIBIT C Software Product List and Pricing Schedule
- EXHIBIT D Reserved
- EXHIBIT E Reserved
- EXHIBIT F Contractor's EEO Certification
- EXHIBIT G Jury Service Program
- EXHIBIT H Safely Surrendered Baby Law
- EXHIBIT I Business Associate Agreement
- EXHIBIT J License Definitions and Rules
- Exhibit K ACS Ordering Document Template

This Software License Agreement (hereinafter “Agreement”) is entered as of the Effective Date by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter “County”) and Oracle America, Inc., a Delaware corporation (hereinafter “Contractor” or “Oracle”) (hereinafter collectively the “Parties”).

**1. RECITALS**

WHEREAS, the County, by and through its Internal Service Department, is authorized by, *inter alia*, California *Government Code* section 25501 to procure personal property, including software; and

WHEREAS, Contractor is in the business of licensing and supporting its software; and

WHEREAS, this Agreement is entered into within the County of Los Angeles; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein, County and Contractor agree as follows:

**2. INTERPRETATION**

**2.1 APPLICABLE DOCUMENTS**

The provisions of this base document, along with the Exhibits itemized below, collectively form and are throughout and hereinafter referred to as, the "Agreement."

Notwithstanding language to the contrary, whether expressly or by implication, any conflict or inconsistency in the definition or interpretation of any word, responsibility, Exhibit, or the contents or description of any task, deliverable, service or other work, or otherwise, between and/or among this base document, the Exhibits thereto, and/or the purchase order(s) hereunder, such conflict or inconsistency shall be resolved by giving precedence first to a fully signed Ordering Document, then to this base document, and then to the Exhibits thereto according to the following descending priority:

- Exhibit A Participating Entities
- Exhibit B Oracle's Ordering Document Template
- Exhibit C Software Product List and Pricing Schedule
- Exhibit D Reserved
- Exhibit E Reserved
- Exhibit F Contractor’s EEO Certification
- Exhibit G Jury Service Program
- Exhibit H Safely Surrendered Baby Law
- Exhibit I Business Associate Agreement
- Exhibit J License Definitions and Rules
- Exhibit K ACS Ordering Document Template

Thereafter, any Purchase Order(s) issued pursuant to this Agreement; provided, however, that it is expressly agreed that the terms of this Agreement and any Oracle Ordering Document shall supersede the terms in any Purchase Order or other non-Oracle document and no terms included in any such Purchase Order or other non-Oracle document shall apply to the

programs and/or services ordered.

## 2.2 ENTIRE AGREEMENT

The body of this Agreement, together with the Recitals and all Exhibits and Schedules, Addenda, Attachments and Amendments thereto, and Ordering Documents, constitutes the complete and exclusive agreement between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement. Nothing in this Agreement shall be interpreted based upon any prior discussions and negotiations, or upon any additions or deletions made as a result thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or provisions. The terms of this Agreement, together with the terms of the applicable Ordering Document(s), shall replace and prevail over any pre-printed contractual terms contained on any Purchase Order(s) issued pursuant to order(s) under this Agreement.

## 3. DEFINITIONS

The terms and phrases in this Section 3 in quotes and with initial letter(s) capitalized, whether singular or plural, shall have the particular meanings set forth whenever such terms are used in this Agreement.

### 3.1 ACCEPTANCE; ACCEPT(ED)

As used herein, the terms "Acceptance" and "Accepted" have the meaning set forth in Paragraph 8 (Software Acceptance).

### 3.2 ANCILLARY PROGRAMS

As used herein, 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.

### 3.3 BUSINESS ASSOCIATE AGREEMENT; BAA

As used herein, the terms "Business Associate Agreement" and "BAA" shall have the meaning set forth in Paragraph 25.6 (Business Associate Agreement).

### 3.4 BUSINESS DAY(S)

As used herein, the term "Business Days," whether singular or plural, means any day or days of eight (8) working hours during a single day from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County-observed holidays.

### 3.5 CUSTOMER(S)

As used herein, the term "Customer(s)", whether singular or plural, shall mean County, County Department(s) and/or the Participating Entity(ies) specified in Exhibit A (Participating Entities).

### 3.6 DAY(S)

As used herein, the term "Day(s)," whether singular or plural, means calendar days (not Business Days).

3.7 DEFICIENCY(IES)

As used herein, the term “Deficiency(ies),” whether singular or plural, shall mean: (i) with respect to Programs a failure to operate materially in accordance with the applicable Program Documentation, (ii) with respect to Services, a failure to provide the Services in a professional manner consistent with industry standards.

3.8 DELIVERABLE(S)

As used herein, the term “Deliverable(s),” whether singular or plural, means any Software License, Services, and/or other consideration of any kind to be provided by Contractor to Customer under this Agreement, including those items identified in Exhibit C (Software Product List and Pricing Schedule).

3.9 DEPARTMENT(S)

As used herein, the term “Department(s),” whether singular or plural, means any applicable department of the County of Los Angeles.

3.10 DOCUMENTATION OR PROGRAM DOCUMENTATION

As used herein, the terms “Documentation” and “Program Documentation” shall mean the Program user manuals and Program installation manuals shipped with the Software Programs or accessed online at <http://docs.oracle.com>, or otherwise made available to Customer by Contractor.

3.11 EFFECTIVE DATE

As used herein, the term "Effective Date" shall mean the date of execution of this Agreement by County.

3.12 EXISTING PRODUCT

As used herein, the term "Existing Product(s)", whether singular or plural, has the meaning set forth in Paragraph 5.2.4 (Successor Products).

3.13 EXTENDED TERM(S)

As used herein, the term "Extended Term(s)", whether singular or plural, shall refer to any optional and additional term(s) which may be exercised at the end of the Initial Term.

3.14 HIPAA

As used herein, the term “HIPAA” shall have the meaning specified in Paragraph 25.6 (Business Associate Agreement).

3.15 INSTALLATION

As used herein, the term "Installation" means on-site and remote software installation Services provided by Contractor, which must be purchased separately.

3.16 LICENSE(S); PROGRAM LICENSE(S); SOFTWARE LICENSE(S)

As used herein, the terms “License(s)”, “Program License(s)” and “Software License(s)”, whether singular or plural, shall mean and refer to the provisions of this base document, along with the Exhibits itemized in Paragraph 2.1, collectively, as further defined under Paragraph 5.1 (License Grant).

3.17 LICENSED PRODUCT(S)

As used herein, the term "Licensed Product(s)," whether singular or plural, are Contractor's Software products which are licensed by Customer pursuant to this Agreement.

3.18 ORDERING DOCUMENT

As used herein, the term "Ordering Document(s)," whether singular or plural, shall mean ordering documents, provided by Contractor and signed by a Customer and Contractor upon mutual consent of both parties, including any mutually agreed upon Special Terms and Conditions, for the purpose of ordering Software Licenses, associated Technical Support, including Software Updates and Product Support, and/or Education to be provided by Contractor pursuant to this Agreement at the prices set forth herein, listed in the Pricing Schedules. An Ordering Document will contain a listing of products, quantities, fees and terms of delivery for the applicable order and may contain additional terms specific to, or further descriptive of an order. In case of a conflict between the terms of an Ordering Document and the terms of the Agreement, the terms of an Ordering Document will prevail.

3.19 PARTICIPATING ENTITY

As used herein, the terms "Participating Entity" and "Participating Entities" shall mean any non-County entity set forth in Exhibit A (Participating Entities).

3.20 PRICING SCHEDULE(S)

As used herein, the term "Pricing Schedule" shall mean the schedule of prices for Software and Services provided by Contractor to Customer under this Agreement at Exhibit C and any discounts offered (Software Product List and Pricing Schedule).

3.21 PROGRAM(S)

As used herein, the term "Program(s)", whether singular or plural, shall mean (a) software products owned or distributed by Contractor and ordered by a Customer, (b) Program Documentation and (c) any Software Updates that a Customer acquires through Technical Support.

3.22 PURCHASE ORDER

As used herein, the term Purchase Order shall mean a funding encumbrance document issued by a Customer when ordering deliverables under this Agreement. A Customer will not issue a Purchase Order for an order unless the funds for the order have been released and appropriated as that term is used in Paragraph 45 (County's Obligations for Future Fiscal Years) or pursuant to a particular Customer's procurement processes.

3.23 SERVICES

As used herein, the term "Services" shall mean Technical Support and Training that may be ordered by Customers under this Agreement. Services do not include consulting, professional or assisted services.

3.24 SOFTWARE

As used herein, the term "Software" shall have the same meaning as Program(s).

3.25 SOFTWARE ACCEPTANCE

As used herein, the terms "Software Acceptance" and "Acceptance" shall have the meaning set forth in Paragraph 8.0 (Software Acceptance).

3.26 SOFTWARE DELIVERY

As used herein, “Software Delivery” shall occur upon the signing of the Ordering Document providing for the Software delivery terms.

3.27 SPECIAL DISTRICT

As used herein, “Special District” shall mean a public entity governed by County’s Board of Supervisors to provide public services within the County of Los Angeles.

3.28 STATE

As used herein, the term "State" shall mean the State of California.

3.29 SUCCESSOR PRODUCT

As used herein, the term "Successor Product(s)", whether singular or plural, has the meaning set forth in Paragraph 5.2.4 (Successor Products).

3.30 TECHNICAL SUPPORT

As used herein, the terms “Technical Support”, "Support" and "Maintenance" shall have the meaning set forth in Paragraph 6.2 (Technical Support).

3.31 TRAINING

As used herein, the term “Training” shall mean training products and/or services offered by Contractor through Oracle University or other applicable mechanism under this Agreement.

3.32 UPDATE(S)

As used herein, the term "Update" shall mean a subsequent release of the Program which Contractor generally makes available for Program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided that the Customer has ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Contractor licenses separately.

3.33 WARRANTY PERIOD

“Warranty Period” has the meanings as set forth in Paragraph 9 (Warranties).

**4. TERM**

Unless otherwise specified in this Agreement, the term of this Agreement shall commence on the Effective Date and shall expire five (5) years thereafter (hereinafter “Initial Term”), unless sooner terminated or extended, in whole or in part, as provided in this Agreement. At the end of the Initial Term, the term of this Agreement may be extended, upon the mutual and written agreement of both parties, for additional five (5) consecutive one-year terms (hereinafter “Extended Term(s)”), provided that if this Agreement is not so extended, the remaining option(s) shall automatically lapse.

Notwithstanding the foregoing or any other provision of this Agreement, the term of the License provided under this Agreement shall continue in perpetuity, as provided in Paragraph 5.2.1 (License Term), unless terminated, as provided herein.

## 5. SOFTWARE LICENSE

### 5.1 LICENSE GRANT

Upon the signing by both Customer and Contractor of an Ordering Document and the issuing by Customer of a Purchase Order, as necessary and subject to the terms and conditions and any use restrictions set forth in this Agreement, Contractor grants to said Customer a non-exclusive, royalty-free, non-transferable limited right to use each Program specified in the Ordering Document (hereinafter “License(s)”, “Program License(s)” or “Software License(s)”).

### 5.2 LICENSE

#### 5.2.1 LICENSE TERM

A License granted under this Agreement shall commence on the effective date specified on the Ordering Document and shall continue in perpetuity unless otherwise specified in the Ordering Document and without regard to the end of the term of this Agreement, unless such License is terminated by Customer or Contractor pursuant to the terms of the Agreement.

#### 5.2.2 SCOPE OF LICENSE

The Software License granted by Contractor to Customer hereunder provides Customer with the following rights:

- (i) To use the Software for Customer’s internal business operations subject to the terms of this Agreement, including the definitions and rules set forth in the Purchase Order and the Program Documentation;
- (ii) To allow Customer’s agents and contractors (including, without limitation, outsourcers) to use the Programs for Customer’s internal business operations, provided that Customer is responsible for their compliance with this Agreement in such use;
- (iii) For Programs that are specifically designed to allow Customer’s customers and suppliers to interact with the Customer in the furtherance of Customer’s internal business operations, such use by such customers and suppliers is allowed under this Agreement;
- (iv) To make a sufficient number of copies of each Program for Customer’s licensed use as permitted under the License, and one copy for backup and archival purposes; and
- (iv) To use the Program Documentation which is delivered with or made available with the Programs, or access the Documentation online at <http://oracle.com/contracts>, or otherwise made available by Contractor to Customer.

#### 5.2.3 OWNERSHIP AND LICENSE RESTRICTIONS

Contractor or its licensors retain all ownership and intellectual property rights to the Programs. Contractor retains all ownership and intellectual property rights to anything developed and delivered under this Agreement resulting from services that is not based on materials owned or provided by Customer.

Third party technology that may be appropriate or necessary for use with some Contractor Programs is specified in the Program Documentation. Such third party technology may be required to be licensed to Customer under the terms of the third party technology license agreement specified in the Program Documentation and not under the terms of this Agreement.

Customer may not:

- (1) Remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights.
- (2) Sell, license or sublicense, assign or otherwise transfer, in whole or in part, the Software and/or Program Documentation developed pursuant to any Licenses and rights granted hereunder.
- (3) Cause or permit reverse-engineering (unless required by law for interoperability), disassemble, decompile or decode the Software.
- (4) Provide 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 Customer has acquired), under this Agreement or otherwise.
- (5) Customer may not disclose results of any Program benchmark tests without Oracle's prior written consent.

#### 5.2.4 SUCCESSOR PRODUCTS

If Contractor makes a successor product available for the Programs ("Successor Product") that includes substantially similar functionality and features as a Program for which Customer has purchased a Program License ("Existing Product"), Contractor will provide Customer with a migration path from the Existing Product to the Successor Product and the right to use the Successor Product under the Agreement at no charge, provided that (i) Customer is current on technical support for the Existing Product; (ii) this right shall only apply to Successor Product that is available in production release status on the operating system identified by Customer at the time of the request; and (iii) Contractor is currently making available, at no charge, such migration path from the Existing Product to the Successor Product to its other supported customers.

If Contractor does not provide to all of its supported customers a migration path from the Existing Product to the Successor Product at no additional charge, then Contractor will provide Customer with the right to use under the Agreement at no additional charge only the functionality and features contained in the Successor Product that is substantially similar to the functionality and features contained in the Existing Product, provided that Customer shall not have the right to use nor shall it use any additional functionality or features in such Successor Product. Technical Support is provided in accordance with Contractor's Technical Support Policies.

In the event Contractor revises its Software product line and/or Services, the Pricing Schedule shall be updated by changes to Agreement in accordance with Paragraph 19 (Amendments), to reflect the changes to Contractor's Software product line and/or Services.

5.2.5 Upon Customer's request to Contractor, Contractor will provide publicly available information to the Customer about the functionality, features, and fees of currently available products (including Successor Products which are then generally available).

#### 5.3 SOURCE CODE ESCROW

Contractor shall retain in escrow a copy of the source code necessary to support the supported Programs (not including any programs for which source code is delivered to County with such Programs). The escrowed material shall be maintained under an agreement

which provides that if Contractor ceases to be in the business of supporting the Programs, the escrow agent shall furnish County with a copy of the escrowed material that has become unsupported. County shall pay the escrow agent a nominal fee sufficient to cover the cost of reproduction and distribution of source materials, including reasonable administrative expenses thereto. Any escrowed material furnished under this provision shall be considered licensed subject to the terms of this Agreement and shall be used solely to maintain the Programs.

Contractor's current escrow agent is Iron Mountain Intellectual Property Management.

## **6. SERVICES**

### **6.1 GENERAL**

Services (Technical Support and Training) will be provided based on the then current Contractor policies applicable to such Services and as specified in this Agreement, including this Paragraph 6 (Services). The specific Contractor policies applicable to Customer and how to access them, will be specified on the Ordering Document. Upon payment for Services, Customer has the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for its business operations anything developed by Contractor and delivered to Customer under this Agreement.

Training provided under this Agreement may be related to Customer's license to use Programs which it acquired under a separate order. The agreement referenced in that order shall govern Customer's use of such Programs and any Training acquired from Contractor will be ordered separately from such Program licenses. Customer may acquire either Training or Program licenses together with Technical Support without acquiring the other.

### **6.2 TECHNICAL SUPPORT**

Technical Support consists of annual technical support services Customer may have ordered for the Programs, including Software Updates and any product support that may be required by Customer. If ordered, annual Technical Support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this Agreement, 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 fees for Technical Support have been paid. Customer should review the policies prior to executing an Ordering Document for the applicable Services. The current version of the technical support policies is accessible at <http://oracle.com/contracts>.

Technical support is effective upon the effective date of the Ordering Document unless otherwise stated in the Ordering Document. If the order was placed through the Oracle Store, the effective date is the date Customer's order was accepted by Oracle.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired under a Customer's Ordering Document and applicable Purchase Order may be renewed annually and, if Customer renews SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS will not increase by more than 4% over the prior year's fees. If Customer's order is fulfilled by a member of Contractor's partner program, the fee for SULS for the first renewal year will be the price quoted to Customer by its partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

If Customer decides to purchase Technical Support for any license within a license set, it is required to purchase Technical Support at the same level for all licenses within that license set. Customer may de-support a subset of licenses in a license set only if it agrees to terminate that subset of licenses. The Technical Support fees for the remaining licenses will be priced in accordance with the Technical Support policies in effect at the time of termination. Contractor's license set definition is available in the current technical support policies. If Customer decides not to purchase technical support, it may not update any unsupported program licenses with new versions of the Program.

## **7. CONTRACT PRICES AND FEES**

### **7.1 LICENSE FEES**

Under this Agreement, Contractor shall make available to Customer Software Licenses and Technical Support services at the prices listed in Exhibit C (Software Product List and Pricing Schedule).

### **7.2 SERVICES**

Contractor shall provide to Customer Services (Technical Support and Training), as they relate to the Software licensed hereunder, in accordance with the prices, terms and conditions set forth in this Agreement and any applicable Ordering Document.

## **8. SOFTWARE ACCEPTANCE**

For purposes of this Agreement, unless otherwise specified in the Ordering Document, Software Acceptance" or "Acceptance" of Programs shall occur upon Software Delivery. However, where special circumstances exist, County may request to add an Acceptance period, not to exceed thirty (30) days, in the Ordering Document for a specific Software purchase. County and Contractor must mutually agree to the proposed Acceptance period. The parties acknowledge that no Acceptance period is applicable for purchases which merely increase the number of licenses for Software previously acquired by County ("incremental licenses").

## **9. WARRANTIES**

### **9.1 SOFTWARE AND SERVICES WARRANTIES**

#### **9.1.1 SOFTWARE**

(a) Contractor warrants that a Program licensed to a Customer under this Agreement shall operate in all material respects as described in the applicable Program Documentation for one (1) year after Software Delivery. Customer must notify Contractor of any Program warranty deficiency within one (1) year after Software Delivery.

(b) Contractor warrants that, as of the effective date of this Agreement, unless otherwise disclosed to Customer in the Ordering Document or applicable documentation, Contractor has not designed the programs licensed under this Agreement to contain any Disabling Devices (as defined below). Customer must notify Contractor of any breach of the warranty set forth in the preceding sentence within one (1) year after delivery of the applicable program. For the purpose of this section, a "Disabling Device" shall mean code intentionally embedded in a program by Contractor for the purpose of completely halting all use of the program on conditions set by Contractor. Additionally, as part of its internal development process, Contractor will use commercially reasonable efforts to test programs under this

Agreement for computer viruses or other “contaminants”, including codes or instructions that are designed to inappropriately access, modify, delete, damage or disable Customer’s computer systems (“Viruses”). Customer is encouraged to maintain virus-detecting programs to protect programs from Viruses.

9.1.2 SERVICES

Contractor warrants that the Services performed under this Agreement shall be provided in a professional manner consistent with industry standards. Contractor’s Services warranty shall be valid for a period of ninety (90) days from the date of performance of Services. Customer must notify Contractor of any Service deficiencies within ninety (90) days from the performance of the deficient Services.

9.2 **DISCLAIMER OF WARRANTIES AND EXCLUSIVE REMEDIES**

(a) Contractor does not guarantee that the Programs will perform error-free or uninterrupted or that Contractor will correct all Program errors.

(b) To the extent not prohibited by law, the warranties specified in Paragraph 9.1 (Software and Services Warranties) above 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.

(c) For any breach of the warranties specified in Paragraph 9.1 (Software and Services Warranties) above, Customer’s exclusive remedy and Contractor’s entire liability shall be: (a) the correction of Program errors that cause breach of the warranty; or, if Contractor cannot substantially correct such breach in a commercially reasonable manner, Customer may end its Program license and recover the fees Customer paid to Contractor for the Program license and any unused, prepaid technical support fees Customer has paid for the Program license; or (b) the re-performance of the deficient Services; or, if Contractor cannot substantially correct a breach in a commercially reasonable manner, Customer may end the relevant Services and recover the fees Customer paid to Contractor for the deficient Services.

9.3 **AUTHORITY**

Contractor further warrants that, as of the Effective Date of this Agreement, it has the authority to grant the rights in this Agreement for the Program licenses. Paragraph 15.2 (Intellectual Property Indemnification) of this Agreement states Customer’s exclusive remedy and Contractor’s entire liability for any breach of this particular warranty.

**10. LIMITATION OF LIABILITY**

Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use. Contractor’s maximum liability for any damages arising out of or related to this agreement or an order, whether in contract or tort, or otherwise, shall be limited to the amount of the fees paid to Contractor under this Agreement, and if such damages result from Customer’s use of Programs or Services, such liability shall be limited to the fees Customer paid Contractor for the deficient Program or Services giving rise to the liability.

**11. MISCELLANEOUS**

11.1 **PARTICIPATING ENTITIES**

The Participating Entities are set forth in Exhibit A (Participating Entities). County may add

to the list of Participating Entities by written notice to Contractor, provided, however, that the expansion cannot include commercial or private entities, federal government entities or governmental entities of other states without Contractor's written consent.

County and Contractor agree that Participating Entities may purchase Programs or Services defined herein on the same terms, conditions and pricing as County, subject to any applicable local purchasing ordinances and the laws of the state of purchase.

The County shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Contractor.

Participating Entities shall be responsible for the ordering of Programs and Services under this Agreement. Payment for Program or Services ordered by a Participating Entity shall be the exclusive obligation of such procuring party. By placing an order under this Agreement, the Participating Entity agrees to be bound by all applicable terms and conditions of the Agreement, including any specific terms set forth in an Ordering Document.

The County shall not be obligated, liable or responsible for any order made by any Participating Entity or any employee thereof for any payment required to be made with respect to such order; and that any disputes between a Participating Entity and the Contractor are not the responsibility of the County. The exercise of any rights or remedies by the Participating Entity or Contractor shall be the exclusive obligation of such party.

## 11.2 TRIAL PROGRAMS

Customers may order trial programs (if County is the Customer, it shall use its No-Cost Purchase Order) or Contractor may include additional programs with a Customer's order, which the Customer may use for trial, non-production purposes only. Customer may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. Customer has 30 days from the delivery date, or such longer period as may be agreed to in writing by the Customer and Contractor (hereinafter in this Paragraph 11.2 "Trial Period"), from the delivery date to evaluate these programs. If Customer decides to use any of these programs after the Trial Period, it must obtain a license for such programs from Contractor or an authorized distributor. If Customer decides not to obtain a license for any program after the Trial Period, it will cease using and will delete any such programs from its computer systems. Programs licensed for trial purposes are provided "as is" and Contractor does not provide technical support or offer any warranties for these programs.

## 11.3 EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Programs. Customer agrees that such export control laws govern its use of the Programs (including technical data) and any services deliverables provided under this Agreement, and it agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees 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.

## 11.4 BUSINESS PARTNERS

Customer understand that Contractor's business partners, including any third party firms retained by Customer to provide computer consulting services, are independent of Contractor

and are not Contractor's agents. Contractor is not liable for, nor bound by, any acts of any such business partner, unless the business partner is providing services as a Contractor subcontractor on an engagement ordered under this Agreement.

11.5 **NON-RENEWAL**

County makes no representation or guaranty with respect to any minimum purchases by County or any Participating Entity. Contractor, in its sole and reasonable discretion, may decline to accept orders from a Participating Entity if such Participating Entity has not materially complied with its contractual obligations to Contractor in the past.

12. **RESERVED**

13. **RESERVED**

14. **DELIVERY AND RISK OF LOSS**

The delivery terms for any order placed by the Customer under this Agreement shall be specified in the applicable Ordering Document.

Software, Updates, and any related Documentation shall be delivered via electronic download pursuant to the specific terms in the applicable Ordering Document. If electronic download is not possible or otherwise agreed to by the parties, tangible media will be delivered. Whenever the delivery of tangible media is required, the Customer will be invoiced for the applicable media and the shipping charges; shipping terms will be FOB Destination.

15. **INDEMNIFICATION**

15.1 **BODILY INJURY, TANGIBLE PERSONAL PROPERTY AND REAL PROPERTY**

Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers ("County Indemnitees") and the Participating Entities ("PE Indemnitees") from and against liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney's fees), for bodily injury and/or tangible personal and real property damage resulting from the intentionally wrongful actions or omissions of Contractor's employees while on County premises or Participating Entity premises, to the extent such injuries or damages were not caused by County Indemnitees or the PE Indemnitees or any third party. As used above, the term "tangible personal property" shall not include Software, Documentation, data or data files. Contractor's liability shall not apply to damages incurred from use of any Software.

15.2 **INTELLECTUAL PROPERTY INDEMNIFICATION**

If a third party makes a claim against either Customer or Contractor ("Recipient" which may refer to Customer or Contractor depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either Customer or Contractor ("Provider" which may refer to Customer or Contractor depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, 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 (or sooner if required by applicable law);

gives the Provider sole control of the defense and any settlement negotiations (provided, however, that without Recipient's written consent, Provider may not admit that Recipient has any liability, obligate Recipient to pay any monetary sum or make any admission of a wrongdoing by Recipient in conjunction with the defense or as a result of the settlement of the claim.); and

gives the Provider the information, authority, and reasonable 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 to the other party for it and any unused, prepaid technical support fees Customer has paid to Contractor for the license. If Customer is the Provider and such return materially affects Contractor's ability to meet its obligations under the relevant order, then Contractor 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, data, or material not furnished by the Provider. Contractor will not indemnify Customer to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Contractor. Contractor will not indemnify Customer for infringement caused by Customer's actions against any third party if the Contractor program(s) as delivered to Customer and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Contractor will not indemnify Customer for any infringement claim that is based on: (1) a patent that Customer was made aware of prior to the effective date of this Agreement (pursuant to a claim, demand, or notice); or (2) Customer's actions prior to the effective date of this Agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

### 15.3 EMPLOYMENT ELIGIBILITY

Contractor's activities hereunder shall comply with all applicable Federal and State statutes and regulations pertaining to the eligibility for employment of any U.S. based employees performing work under this Agreement. Contractor shall also require any subcontractors performing work under this Agreement to comply with the provisions of this Paragraph 15.3.

## 16. INSURANCE

### 16.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the

requirements specified in Paragraph 16.4 (Insurance Coverage) of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

## 16.2 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

- 16.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- 16.2.2 Upon County’s written request renewal Certificates shall be provided to County by Contractor.
- 16.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized signatory. The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number and list any County required endorsement forms.
- 16.2.4 Neither County’s failure to obtain, nor County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County's Project Director at the address specified in Paragraph 20 (Administration of Agreement – County):

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

## 16.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor’s General Liability policy with respect to liability arising out of Contractor’s ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor’s acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County’s minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

16.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

16.3.2 FAILURE TO MAINTAIN INSURANCE

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

16.3.3 INSURER FINANCIAL RATINGS

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII.

16.3.4 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

16.3.5 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver. Notwithstanding the foregoing, this Paragraph shall not apply to Professional Liability coverage.

16.3.6 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR.

16.3.7 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

16.3.8 APPLICATION OF EXCESS LIABILITY COVERAGE

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

16.3.9 SEPARATION OF INSUREDS

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

16.3.10 ALTERNATIVE RISK FINANCING PROGRAMS

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

16.3.11 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

16.4 INSURANCE COVERAGE

16.4.1 COMMERCIAL GENERAL LIABILITY INSURANCE

Providing scope of coverage equivalent to ISO policy form CG 00 01, naming County and its Agents as an additional insured, with limits of not less than:

|  |             |
|--|-------------|
| General Aggregate:                       | \$4 million |
| Products/Completed Operations Aggregate: | \$2 million |
| Personal and Advertising Injury:         | \$2 million |
| Each Occurrence:                         | \$2 million |

16.4.2 AUTOMOBILE LIABILITY INSURANCE

Providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

16.4.3 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$2 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

16.4.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$2 million per claim and \$4 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3)

years following this Agreement's expiration, termination or cancellation.

#### 16.4.5 INTELLECTUAL PROPERTY INFRINGEMENT

Insurance covering any actual or alleged infringement of any copyright, and any actual or alleged trade secret disclosure or misappropriation. Insurance coverage limit will be at least \$2 million per occurrence. If this insurance is written on a claims made form, Contractor shall: (a) maintain such insurance through the period ending two years following the expiration or termination of this Agreement, or (b) obtain an endorsement on such insurance that provides an extended reporting period of not less than two years following the termination or expiration of this Agreement or insurance policy, whichever is longer, or (c) replace such claims made insurance coverage with equivalent coverage of the per occurrence form that covers the entire term of the Agreement.

#### 16.4.6 TECHNOLOGY ERRORS & OMISSIONS

Contractor's insurance shall include coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, and the policy for such insurance shall include coverage for Privacy and Network Security. Contractor agrees to carry limits of at least \$25 million. The limits disclosed herein neither increases nor decreases the Contractor's liability as defined elsewhere in this Agreement.

### **17. INVOICES AND PAYMENTS**

#### 17.1 APPROVAL OF INVOICES AND INVOICE DISCREPANCIES BY COUNTY

- 17.1.1 All invoices submitted by Contractor to County for payment must have County's written approval for payment thereof. Such written approval requirement shall refer to County's internal processes and shall not constitute written communication to Contractor. This approval shall not be unreasonably withheld.
- 17.1.2 For each Software Licenses and Services order placed by County to Contractor under this Agreement, upon execution by the parties of the applicable Ordering Document and issuance of the associated Purchase Order by the County, Contractor shall submit an invoice to the applicable County Department accounting unit at the "bill-to" address listed on the Purchase Order associated with the applicable order. The Department accounting unit will forward the invoice to the applicable County's Department Project Manager for review. County's Department Project Manager will review each submitted invoice for any discrepancies between and among the Software Licenses and Services provided, the invoice, the Purchase Order and/or the corresponding Ordering Document(s). If no discrepancies are found, County's Department Project Manager will send the invoices to the applicable Department accounts payable unit for payment.
- 17.1.3 If a Customer receives an invoice and in good faith believes that the amount on the invoice is calculated incorrectly, the Customer shall notify Contractor of the alleged error within thirty (30) days of receipt of such invoice by Customer (the "Payment Period"). Customer and Contractor agree to use commercially reasonable efforts to resolve the invoicing error within the Payment Period. If Customer and Contractor come to agreement during the Payment Period on an adjusted amount, Customer shall promptly following such an agreement by the parties pay the agreed-upon amount; otherwise Customer will promptly pay the undisputed amount. After the parties do subsequently agree on an adjusted amount, then Customer will promptly pay any additional amounts owed to Contractor on such invoice in dispute.

17.1.4 Notwithstanding the forgoing, if no notice of invoice discrepancies is received by Contractor within thirty (30) days of receipt of such invoice by Customer, the invoice shall be deemed undisputed and qualified for payment in its entirety and County's written approval discussed in Paragraph 17.1.1 shall be deemed completed.

## 17.2 INVOICES TO PARTICIPATING ENTITIES

17.2.1 Contractor shall invoice Customers for all orders, including Software Licenses and Services orders, provided by Contractor and approved in writing by Customers pursuant to the terms of this Agreement and the applicable Ordering Document. All invoices under this Agreement shall be submitted to the bill-to address indicated on the applicable Purchase Order. Customer will pay Contractor's invoices only for Software Licenses and Services ordered by Customer by submitting a signed Ordering Document and issuing an associated Purchase Order.

17.2.2 Each invoice submitted by Contractor shall indicate:

- A. Customer Name
- B. The identifying County Agreement number, if available;
- C. The corresponding Purchase Order number;
- D. Software Programs and/or Services for which payment is claimed, including quantities and fees;
- E. Ordering Document number; and
- F. Any other information that may be requested by County and as agreed to by the parties.

## 17.3 SALES AND USE TAX

17.3.1 The fees set forth in the Ordering Document shall not include California or other state or local sales/use taxes on Software Licenses and Technical Support component(s) procured by a Customer pursuant to or otherwise due as a result of this Agreement.

17.3.2 It is the intent of the parties that all Software Licenses and products of Technical Support provided by Contractor to Customers under this Agreement shall be delivered via electric download pursuant to the specific terms in the applicable Ordering Document. If any order includes tangible media or if any order of Software or products of Technical Support becomes subject to California or other state or local sales/use tax, the applicable sales/use tax will be added to Contractor's invoices to the Customer.

17.3.3 Contractor shall be solely liable and responsible for remitting to the appropriate jurisdiction any and all such California and other state and local sales/use taxes collected from Customers and shall pay such tax directly to the State or other taxing authority. In the event Contractor fails to remit to the appropriate jurisdiction such California or other state or local sales/use tax, Contractor shall reimburse Customers for any and all tax amounts paid by Customer as a result of such failure and shall assume all responsibilities, including attorneys' fees and any penalties and/or fees assessed due to such failure.

17.3.4 In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which the Customer does not hold title.

## 17.4 PAYMENTS

By signing an Ordering Document and issuing a Purchase Order, the Customer is committing to pay for the Programs and Services set forth in the Ordering Document.

All Customers will pay invoices within thirty (30) days from the date of invoice, provided that invoices are issued by Contractor after Software Acceptance.

## 18. GRATUITOUS WORK

Except as set forth in Paragraph 11.2 (Trial Programs) Contractor agrees that Programs or Services provided by Contractor without Customer's prior written approval or notice and not in accordance with this Agreement are deemed gratuitous, and Contractor shall have no claim.

## 19. CHANGES TO AGREEMENT

For any change to the Agreement, a negotiated written amendment to this Agreement shall be prepared and executed by each of County's Purchasing Agent and Contractor's authorized representatives.

### 19.1 FACSIMILE TRANSMISSIONS

County and Contractor hereby agree to regard facsimile representations of original signatures or electronic signatures of authorized officials of each party, when appearing in appropriate places on this Agreement or any Amendments to the Agreement, and received via communications facilities, as legally sufficient evidence that original signatures have been affixed to the Agreement or such Amendments to the Agreement, such that the parties need not follow up facsimile or electronic transmissions of such documents by subsequent transmissions of "original" versions of such documents.

## 20. ADMINISTRATION OF AGREEMENT - COUNTY

### 20.1 COUNTY'S PROJECT DIRECTOR

20.1.1 County's Project Director for this Agreement shall be County's Purchasing Agent or his/her designee.

20.1.2 County will notify Contractor in writing of any change in the name or address of County's Project Director.

20.1.3 County's Project Director will meet or confer with Contractor's Account Manager on as needed basis.

### 20.2 APPROVAL OF ORDERS

All County orders for Software Licenses and Services provided by Contractor under this Agreement must be authorized on a Purchase Order issued by the ordering Customer with a corresponding Ordering Document. In no event shall County be liable or responsible for any payment prior to its issuance of such Purchase Order.

## 21. ADMINISTRATION OF AGREEMENT – CONTRACTOR

### 21.1 CONTRACTOR'S ACCOUNT MANAGER

21.1.1 Contractor's Account Manager shall be the Sales Manager or equivalent assigned to this Agreement, who shall be a full-time employee of Contractor.

- 21.1.2 Contractor's Account Manager shall be the Contractor point of contact for Contractor's performance of this Agreement.
- 21.1.3 Contractor's Account Manager shall meet and confer with County's Project Director on a regular basis to review the Agreement. Such meetings shall be conducted at a time and place convenient to both Parties.

21.2 **COUNTY REQUEST FOR REPLACEMENT OF CONTRACTOR'S TRAINING STAFF**

In its reasonable discretion, County may request that Contractor remove a particular instructor who is providing training under an order placed under this Agreement if the County reasonably believes that such instructor is not providing services as warranted and Contractor, after notice has been unable to resolve such instructor's alleged performance issues.

21.3 **REPORTS BY CONTRACTOR**

21.3.1 **QUARTERLY REPORTS**

For the purpose of assisting County in evaluating its expenditures and to ensure the reporting of all Software Licenses and services provided by Contractor pursuant to this Agreement, Contractor shall provide quarterly to County's Project Director, a written report of each Customer acquisition of all Software Licenses and services provided under this Agreement, which shall include, at a minimum, the following information:

- A. Agreement Number.
- B. Purchase Order number.
- C. Assigned Customer Software Identification (CSI) number.
- D. Period covered by the report.
- E. Software Licenses purchased by each County Customer during the reporting period.
- F. Technical Support and Training provided by Contractor during the reporting period.
- G. Any other information, which County may from time-to-time require upon reasonable request.

Contractor shall provide such reports to County within thirty (30) days following the end of each calendar quarter. Contractor's occasional delay in providing such reports within the thirty (30) days or failure to provide such reports in accordance with this Paragraph 21.3.1 will not be considered a material breach of this Agreement. Notwithstanding the preceding sentence, such delay or failure will constitute a material breach of this Agreement if County gives notice of such delay or failure to Contractor and Contractor fails to cure such delay or failure within fifteen (15) days of receipt of such notice by County.

**22. PROHIBITION AGAINST ASSIGNMENT**

Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Contractor, Contractor shall not assign this Agreement without the prior written consent of County.

Customers may not give or transfer the Programs and/or any Services or an interest in them, to another individual or entity without Contractor's prior written consent.

**23. SUBCONTRACTING**

- 23.1 No performance of this Agreement for County, or any portion thereof, shall be subcontracted by Contractor without the prior written notice to County as provided in this Paragraph 23.
- 23.2 Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required under this Agreement.
- 23.3 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.
- 23.4 In the event a subcontractor is used by Contractor for performance of Services under this Agreement, Contractor shall be fully liable for any and all acts or omissions arising out of subcontractor's performance under this Agreement.

**24. PUBLICITY AND DISCLOSURE OF INFORMATION**

- 24.1 Each party shall not disclose any details in connection with this Agreement, including but not limited to any of its terms or conditions or any circumstances which occur during the performance of this Agreement to any party except as may be otherwise provided herein or required by law.
- 24.2 However, in recognizing Contractor's need to identify its services and related clients to sustain themselves, County shall not inhibit Contractor from publicizing its role under this Agreement under the following conditions:
  - 24.2.1 Contractor shall develop all publicity material in a professional manner.
  - 24.2.2 During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Manager.
  - 24.2.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales that it has been awarded this Agreement with County, provided that the requirements of this Section 24 shall apply.

**25. CONFIDENTIALITY**

- 25.1 The parties and their agents shall maintain the confidentiality of each other's records, data and information directly relating to this Agreement as provided in this Paragraph 25, including, but not limited to, billing and County records, in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality for at least five (5) years from the date of disclosure, subject to the Public Records Act. The parties agree, unless required by law, not to make each other's confidential information available in any form to any third party (other than the parties' agents) for any purpose other than the implementation of this Agreement.
- 25.2 For purpose of this Agreement, including this Paragraph 25, "Confidential Information" shall mean and include all confidential information disclosed by a party (hereinafter "Disclosing Party") to the other party (hereinafter "Receiving Party") after the Effective Date of this Agreement, including, without limitation, (i) information relating to the Disclosing Party's

operations, processes, plans or intentions, know-how, design rights, trade secrets or business affairs, security procedures, or commercial proprietary information; and (ii) any information which, because of name, number, symbol, mark or other identifier, can be used to identify a person and includes Protected Health Information (as defined by 45 C.F.R. § 160.103) and criminal and welfare recipient records and data and information pertaining to persons and/or entities receiving services from County (hereinafter “Personal Data”). Unless the context clearly indicates information is Confidential Information, Confidential Information, other than Personal Data, shall be clearly marked as “confidential,” “proprietary,” “restricted” or some similar designation.

Contractor acknowledges that County has a legal obligation to protect all such Confidential Information in its possession, including data and information concerning health, criminal, and welfare recipient records, as set forth herein.

Contractor, therefore, agrees to and shall require by written agreement that its staff performing Services under the Agreement, (i) not disclose to or reproduce for the benefit of any unauthorized person and Confidential Information obtained or accessed while performing Services under the Agreement, whether inadvertently or for purposes of fulfilling Contractor’s obligations under the Agreement; (ii) to the extent permitted by law, not divulge to any unauthorized person any Confidential Information obtained or accessed while performing Services pursuant to this Agreement; (iii) keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from County; (iv) protect Confidential Information against disclosure to other than Contractor or County employees who have a need to know the information; and (v) if proprietary information supplied by other County vendors is provided to Contractor during this employment and Contractor is made aware of the confidentiality of such material at the time of its disclosure to Contractor, keep such information confidential.

25.3 Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement.

25.4 A party’s confidential information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (iv) is independently developed by the other party.

25.5 If a request is made by a third party to Customer for Contractor’s Confidential Information under California public disclosure laws (or any similar federal, state or local laws or regulations), Customer agrees to give Contractor adequate notice of any such request prior to releasing any such Confidential Information to a third party, in order to allow Contractor time to seek injunctive relief or other relief against such disclosure.

25.6 BUSINESS ASSOCIATE AGREEMENT

Upon written notification from County or determination by Contractor that County must release “PHI” or Electronic PHI (hereinafter “ePHI”) to Contractor in order to address a Software maintenance issue requiring Technical Support, Contractor will review what is required and determine whether Contractor’s Advanced Customer Support (“ACS”) Services (i) can meet County’s specific technical support need and (ii) are HIPAA compliant. If so,

Contractor will issue a \$0 Ordering Document to County for such ACS Services together with Contractor's then current Business Associate Agreement (hereinafter "BAA") for execution by the parties. Contractor's BAA for the ACS Services detailed in the Ordering Document will be attached as an exhibit to such Ordering Document. The ACS Ordering Document will be similar in form to Exhibit K (ACS Ordering Document Template); while Contractor current BAA is attached to this Agreement as Exhibit I (Business Associate Agreement).

If the Federal government changes the requirements under HIPAA, the parties agree to update Exhibit I (Business Associate Agreement) by an Amendment to this Agreement, to the extent applicable to the Services provided hereunder.

As used herein, the Term "HIPAA" is defined as the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 and all implementing regulations of the U.S. Department of Health & Human Services. The terms "PHI" and "ePHI" are further defined in 45 C.F.R. § 160.103.

## **26. FORCE MAJEURE**

Neither party shall be liable for reasonable delays in the completion of work under this Agreement, if its failure to perform arises out of, and only, an act of war, or an act of God, including, but not limited to fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes or freight embargoes, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor.

## **27. TERMINATION FOR DEFAULT**

### **27.1 CUSTOMER DEFAULT ON ORDERS**

If Customer materially breaches the terms of this Agreement and fails to correct the breach within sixty (60) days of receipt of written notice thereof by Contractor, Contractor may, by written notice to Customer, terminate the order(s) giving rise to such breach, including terminating License(s), Technical Support and Training. If a breach is due to a Participating Entity's infringement of Contractor's intellectual property rights, then at Contractor's request, the Participating Entity shall be removed from Exhibit A (Participating Entities) and shall no longer be permitted to place orders under this Agreement.

If terminated for default hereunder, such Customer will pay within thirty (30) days of the termination notice all amounts accrued and unpaid for Software Programs ordered and Services delivered to Customer prior to the termination. In the event of termination by Contractor for Customer's default, the Customer may not use the Programs, Technical Support and/or other Services ordered via the order(s) affected by such breach.

### **27.2 COUNTY TERMINATION OF CONTRACTOR FOR DEFAULT**

County may, by written notice to Contractor, terminate this Agreement in its entirety if Contractor has materially breached this Agreement and failed to correct such material breach within sixty (60) days of receipt of written notice from County detailing such breach.

Unless stated otherwise elsewhere in the Agreement, the rights and remedies of County provided in this Paragraph 27.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Any Ordering Document outstanding at the time of termination under this Paragraph shall continue to be governed by this Agreement as if it had not been terminated. Rights granted for any Licenses purchased under this Agreement shall also survive such termination. Customer must pay all amounts which have accrued prior to the termination of this Agreement or are otherwise owed for Services received under this Agreement.

## **28. TERMINATION FOR CONVENIENCE**

28.1 Upon sixty (60) days written notice from the County, this Agreement may be terminated in its entirety when such action is deemed by County to be in its best interest. Such termination of the Agreement shall not affect any Ordering Document that was fully signed prior to the date of such termination; however, such termination shall end the Customer's ability to place future orders hereunder. Additionally, such termination shall not affect Programs or Services already purchased; nor shall it terminate the rights and obligations of the parties with respect to those Programs or Services.

28.2 An existing order for Services yet to be performed may be terminated by the County. Termination of Services under an Ordering Document shall be effected by written notice of termination to Contractor specifying the Services to be terminated and the date upon which such termination becomes effective, which shall be no less than thirty (30) calendar days after the notice is sent.

28.3 Customer will pay all amounts accrued and unpaid for any Program(s) and/or Services delivered to Customer prior to the termination, and Contractor shall return to Customer all unused and prepaid Technical Support and Training fees, if any.

## **29. INDEPENDENT CONTRACTOR STATUS**

29.1 This Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association as between Customer and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

29.2 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation, and benefits to, or on behalf of, all persons performing work on behalf of Contractor pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing work on behalf of Contractor.

29.3 The employees and agents of Contractor shall, while on the premises of County, comply with all local rules and regulations of the premises provided by County to Contractor.

## **30. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within the State. Parties agree and consent to the jurisdiction of State and Federal courts of competent jurisdiction exclusively in the County of Los Angeles, California.

**31. WAIVER**

No breach of any provision hereof can be waived unless in writing. No waiver by Customer or Contractor of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of Customer or Contractor to enforce at any time, or from time to time, any provision of this Agreement or an Ordering Document shall not be construed as a waiver thereof.

**32. AUTHORIZATION WARRANTY**

Contractor and County represent and warrant that the person executing this Agreement or any Amendment thereto pursuant to Paragraph 19, Changes to Agreement, on its behalf is an authorized agent who has actual authority to bind it to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor and County have been fulfilled to provide such actual authority.

**33. FORMS AND PROCEDURES**

Any new or revised Ordering Document template as set forth in Exhibit B (Ordering Document Template), which materially affects Contractor's performance of this Agreement, shall be subject to review and approval by County prior to use by Contractor. Certain license types may contain additional terms. Such additional terms will not constitute a material change to such Ordering Document template.

**34. MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY**

Contractor cannot assign employees under the age of eighteen (18) to perform work under this Agreement. All of Contractor's employees working onsite at County facilities must be able to communicate in English and must be United State citizens or legally present and permitted to work in the United States.

**35. VALIDITY**

The invalidity of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

**36. NOTICES**

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses. Notices shall be deemed given (i) at the time of signed receipt or refusal of receipt, in the case of hand delivery; and (ii) three (3) days after deposit in the United States mail, in the case of mail. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

If to County:

Internal Services Department, Purchasing Division  
1100 North Eastern Avenue, Room G115  
Los Angeles, CA 90063  
Attn: Manager, Technology Acquisitions Section

If to Contractor:

Oracle America, Inc.  
Public Sector Contracts  
1910 Oracle Way  
Reston, VA 20190  
Attn: State & Local Deal Management

36.1 If County has a dispute with Contractor or if County wishes to provide a notice under the Intellectual Property Indemnification section of this Agreement, or if County becomes subject to insolvency or other similar legal proceedings, County will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.

**37. ARM'S LENGTH NEGOTIATIONS**

This Agreement is the product of arm's length negotiations between Contractor and County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Agreement is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

**38. NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

**39. SECTION AND PARAGRAPH HEADINGS**

Section and paragraph headings (headings) are for convenience only and shall not be used in construing or interpreting this Agreement. Notwithstanding the foregoing, the title controls, if there is a conflict between the title and the number of the heading.

**40. SURVIVAL**

Unless otherwise specified herein, the provisions in the following Paragraphs shall survive the expiration or termination of this Agreement.

- 5. Software License
- 9. Warranties
- 10. Limitation of Liability
- 15. Indemnification
- 16. Insurance
- 24. Publicity and Disclosure of Information
- 25. Confidentiality
- 17. Invoices and Payments
- 30. Governing Law, Jurisdiction, and Venue
- 35. Validity

- 49. Compliance with Applicable Law
- 50. Fair Labor Standards
- 51. Compliance with Civil Rights Laws
- 53. Employment Eligibility Verification

**41. NO THIRD PARTY BENEFICIARIES**

Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

**42. NOTICE OF DELAYS FOR TRAINING**

Contractor may cancel or reschedule a class at its discretion by notifying a Customer; and if it does, it will use reasonable efforts to notify County at least one week in advance.

**43. TERMINATION FOR IMPROPER CONSIDERATION**

- 43.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 43.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County's Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**44. TERMINATION FOR GRATUITIES**

County may, by written notice to Contractor, terminate this Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

**45. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS**

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance under an Ordering Document executed pursuant to this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates such funds for the Ordering Document in County's budget for each such future fiscal year. In the event such funds are not appropriated then the Ordering Document shall

terminate as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such non-appropriation of funds at the earliest possible date. Notwithstanding the foregoing, County's signature on an Ordering Document referencing this Agreement and its issuance of a Purchase Order shall be its representation to Contractor that all funds for that order have been fully appropriated and are available and are not subject to any appropriations contingency at the time such Purchase Order is issued. Additionally, County agrees to pay for all Programs delivered and Services performed by Contractor prior to Contractor's receipt of County's notice of non-appropriations.

## **46. RECORDS AND AUDITS**

### **46.1 CONTRACTOR RECORDS**

Contractor shall maintain financial records of any and all of its activities and operation relating to invoices and payments for the Programs licensed hereunder and any Services provided under this Agreement in accordance with generally accepted accounting principles. All such financial records shall be kept and maintained by Contractor during the term of this Agreement and for a period of five (5) years thereafter.

### **46.2 AUDIT OF CONTRACTOR**

County shall have the right to conduct an audit of Contractor's financial records and sales records of transactions under this Agreement, upon reasonable written notice to Contractor. In the event of such audit by County, Contractor shall make all such records available to County.

In the event that an audit is conducted of Contractor pursuant to statutory authority or County policy specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. To the extent not prohibited by law, any such audit and its results shall be subject to the requirements of Paragraph 25 (Confidentiality) of this Agreement.

If such audit by the County reveals that the County has paid fees for the Programs and/or Services in amounts which are above pricing which had been contractually agreed by both parties prior to the payment of such fees, Contractor will refund the amount of such overpayment to the County. Such refund may be applied as credit toward future orders under the Agreement.

### **46.3 AUDIT BY CONTRACTOR**

Upon forty-five (45) days written notice and no more than once a year, Contractor may audit Customer's use of the Software programs. Any such audit and its results shall be subject to the requirements of Paragraph 25.0 (Confidentiality). Customer agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. In the event such audit reveals underpayment by Customer for the Software and/or Services rendered, Contractor shall prepare an invoice for the unbilled Software and/or services, to be paid in accordance with Paragraph 17.0 (Invoices and Payments).

### **46.4 Failure on the part of a party to comply with any of the provisions of this Paragraph 46 shall constitute a material breach of this Agreement upon which the other party may terminate or suspend this Agreement.**

**47. NO CONTINGENT FEES**

47.1 Contractor states that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

47.2 For breach of this provision, subject to reasonable written notice and an opportunity to cure, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the fees owed, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**48. CONFLICT OF INTEREST**

48.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements shall be employed in any capacity by Contractor or have any other direct financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval or ongoing evaluation of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

48.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect which are applicable to it as a Software and Services provider. Contractor warrants that it is not now aware of any facts which do create an unlawful conflict of interest for Contractor. If a party hereafter becomes aware of any facts, which create an unlawful conflict of interest for it, it shall promptly make full written disclosure of such facts to the other party. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. The parties agree to work together to resolve any conflict situations.

**49. COMPLIANCE WITH APPLICABLE LAWS**

Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, regulations, and ordinances. Contractor shall have up to sixty (60) days to correct any noncompliance with County regulations, and ordinances following written notice from County including written copies of such applicable laws, regulations, and ordinances.

**50. FAIR LABOR STANDARDS**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under, any applicable wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

**51. COMPLIANCE WITH CIVIL RIGHTS LAWS**

51.1 Contractor herein certifies and agrees, and will re-certify upon County's request no more frequently than once per year, that all persons employed by it, its affiliates, subsidiaries and

holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 51.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of the Contractor's EEO Certification attached as Exhibit F.
- 51.3 Contractor shall ensure that applicants and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 51.4 Contractor herein certifies, and will re-certify upon County's request no more frequently than once per year, that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws including, but not limited to:
1. Title VII, Civil Rights Act of 1964;
  2. Section 504, Rehabilitation Act of 1973;
  3. Age Discrimination Act of 1975;
  4. Title IX, Education Amendment of 1973, if applicable; and
  5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B, if applicable,
- and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.
- 51.5 RESERVED
- 51.6 If County finds that any of the provisions of this Paragraph 51 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement at County's option, either for material breach under Paragraph 51 of this Agreement, or for convenience under Paragraph 51 of this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 51.7 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five Hundred Dollars (\$500) for each such violation, in lieu of termination or suspension hereof, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to

Paragraph 27 (Termination for Default). Notwithstanding the foregoing, for any violations of this Paragraph 51, County agrees to provide notice and an opportunity to cure as set forth in Paragraph 27.2 (Contractor Default) above before terminating, suspending, or exacting any other remedy.

## **52. RESTRICTIONS ON LOBBYING**

### **52.1 FEDERAL FUNDS PROJECTS**

If any Federal funds are to be used to pay for any portion of Contractor's work under this Agreement, County shall notify Contractor in writing in advance of such payment and Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all applicable certification and disclosure requirements.

### **52.2 COUNTY PROJECTS**

Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement at County's option, either for material breach under Section 27 of this Agreement, or for convenience under Section 28 of this Agreement.

Each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor is contractually obligated by Contractor to comply with all applicable lobbying laws when working on Contractor matters.

## **53. EMPLOYMENT ELIGIBILITY VERIFICATION**

53.1 Contractor complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Services under this Agreement meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).

53.2 Contractor shall obtain from all employees performing under this Agreement all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation as required by the regulation for the period prescribed by law.

## **54. CONTRACT HIRING**

### **54.1 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS**

Should Contractor during the term of this Agreement require additional or replacement personnel after the Effective Date to perform the work set forth herein, Contractor is willing to consider for Contractor's employment openings qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list.

### **54.2 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR**

## EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor is willing to consider for Contractor's employment openings participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, Contractor is willing to consider County employees first

### **55. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

If required by applicable law, Contractor shall notify its employees who work within the State of California 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.

### **56. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

#### **56.1 RESPONSIBLE CONTRACTOR**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

#### **56.2 CHAPTER 2.202 OF THE COUNTY CODE**

The provisions of Chapter 2.202 (i.e. Sections 2.202.010 through 2.202.060) of the Los Angeles County Code apply to this Agreement. Paragraph 56 contains a summary of certain portions of Chapter 2.202. The summary is provided for convenience only. The language of the referenced Chapter of the County Code, in its entirety, shall apply.

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County 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 the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### **56.3 NON-RESPONSIBLE CONTRACTOR**

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the 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 County or any other public entity.

#### 56.4 CONTRACTOR HEARING BOARD

- 56.4.1 If there is evidence that the contractor may be subject to debarment, the Department 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.
- 56.4.2 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 Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 56.4.3 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 Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 56.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, 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 County.
- 56.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds 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.
- 56.4.6 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 Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 56.4.7 SUBCONTRACTORS OF CONTRACTOR
- These terms shall also apply to subcontractors of County contractors who are providing services under this Agreement.

**57. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES**

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, and regulations, which are applicable to Contractor's provision of the Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who perform Services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, upon County's written request and if required by law, in duplicate, to Internal Services Department, Purchasing, Attention:

Manager, Technology Acquisitions Section  
Internal Services Department  
1100 North Eastern Avenue, Room G115  
Los Angeles, CA 90063

**58. NO THIRD PARTY BENEFICIARIES**

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish County's and Contractor's indemnification obligations hereunder. This provision does not affect or negate the Participating Entities.

**59. ACCESS TO COUNTY FACILITIES**

Contractor, its employees and agents, will be granted access to County facilities, subject to Contractor's prior notification to County's Project Director or designee, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Director or designee, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Director or designee.

**60. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE**

Contractor prohibits reporting to work, driving a vehicle on company business or driving a company vehicle at any time while under the influence of alcohol or while illegally using drugs. Contractor makes available to all employees its substance abuse policy as well as Employee Assistance Program (EAP). Contractor shall use reasonable efforts to ensure that no employee of Contractor shall provide Training hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his or her physical or mental performance.

**61. SAFELY SURRENDERED BABY LAW**

61.1 As required by applicable law as of the Effective Date of the Agreement, Contractor shall notify and provide to its employees working in Los Angeles County, and shall require each subcontractor to notify and provide to its employees working in Los Angeles County, a fact sheet regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at <http://babysafela.org> for printing purposes.

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

**62. RECYCLED PAPER**

Consistent with the County’s Board of Supervisors’ policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in performance of this Agreement.

**63. COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM**

**63.1 JURY SERVICE PROGRAM**

This Agreement is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.020 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated herein.

**63.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

63.2.1 Unless Contractor has demonstrated to the County’s satisfaction either that Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), 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.

63.2.2 For purposes of this Section, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a 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 County contracts or subcontract. “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 the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County 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 agreement and a copy of the Jury Service Program shall be attached to the agreement.

- 63.2.3 If 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 County 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’s definition of “Contractor” and/or Contractor continues to qualify for an exception to the Program.
- 63.2.4 Contractor’ violation of this Section of this Agreement may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**64. CONTRACTOR’S ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**

- 64.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through 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 County and its taxpayers.
- 64.2 As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor’s duty under this Contract to comply with all applicable provisions of law, the Contractor shall comply with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1073.5 relating to employment reporting for its employees, and shall fully comply with all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- 64.3 Failure to comply with such state and federal reporting requirements, or failure to fully implement such lawfully served Orders or Notices, constitutes a default under this Agreement, and failure to cure the default within 90 days of notice by the County shall subject this Agreement to termination. Furthermore Contractor’s failure to comply with these requirements may be cause for debarment.

**65. COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through this Agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, 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 Los Angeles County Code Chapter 2.206.

**66. TERMINATION FOR BREACH OF COMPLIANCE WITH COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 66 (Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Agreement to be effective on the day, month and year first above written.

COUNTY OF LOS ANGELES

By [Signature]  
Authorized Signature

Name Sally Luu

Title Purchasing & Contracts Analyst

Effective: July 28, 2014

[Signature]

7/28/14

CONTRACTOR: ORACLE AMERICA, INC.

By [Signature]  
Authorized Signature

Name Elizabeth Huang

Title Senior Contracts Manager

APPROVED AS TO FORM:

RICHARD D. WEISS  
Acting County Counsel

By [Signature]  
PATRICE SALSEDA  
Senior Deputy County Counsel

## **EXHIBIT A PARTICIPATING ENTITIES**

The Participating Entities listed below may be authorized by County to become Customers under the Agreement.

1. County's Special Districts, e.g., Sanitation District
2. County's Commissions, e.g., CDC
3. County's Agencies
4. California and political subdivisions of California, including all counties and municipalities within California
5. Subdivisions and political subdivisions of California counties, including incorporated cities and unincorporated areas
6. School Districts, e.g., Los Angeles Unified School District (LAUSD)

EXHIBIT B  
Sample Ordering Document<sup>1</sup>



**ORDERING DOCUMENT**

Oracle America, Inc.  
500 Oracle Parkway  
Redwood Shores, CA 94065

Your Name  
Your Location

Your Contact  
Phone Number  
Email Address

| Programs and Program-Related Service Offerings            |          |          |            |         |
|---|----------|----------|------------|---------|
| Product Description / License Type                        | Quantity | List Fee | Discount % | Net Fee |
|   |          |          |            |         |
| <b>Program and Program-Related Service Offerings Fees</b> |          |          |            |         |

| Fee Description                        | Net Fee |
|--|---------|
| Program Fees                           |         |
| Program-Related Service Offerings Fees |         |
| <b>Total Fees</b>                      |         |

**A. Agreement**

This order incorporates by reference the terms of the Software License Agreement between the County of Los Angeles and Oracle America, Inc. ("Oracle"), dated \_\_\_\_\_, and all amendments and addenda thereto (the "Agreement"). The following defined terms in the Agreement shall have the same meaning as the stated terms in this order.

**Oracle Agreement Name:** US-GMA-270549

**B. Terms Specific to Program(s)**

**1. Delivery and Installation**

- a. You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware you are purchasing under the order or unless you purchase installation services from Oracle for those Programs.
- b. Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Programs listed in the Programs and Program-Related Service Offerings section of this order. Through the Internet URL, you can access and electronically download to your location the latest production release as of the effective date below of the software and related Program Documentation for each Program listed. Provided that you have continuously maintained technical support for the listed Programs, you may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise.

**C. General Terms**

**1. Commencement Date**

For all program licenses, the commencement date is the date of shipment of tangible media or upon the effective date of this order if shipment of tangible media is not required. The period of performance for all services for the programs is effective upon shipment of tangible media or upon the effective date of

<sup>1</sup> Certain license types may contain additional terms. Such additional terms will not constitute a material change to the ordering document template.

this order if shipment of tangible media is not required.

## 2. Territory

The Program licenses included on this order are for use in the U.S.

## 3. Summary of Fees

You have ordered Programs and 12 months of technical support services. Listed above is a summary of net fees due under this order. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

## 4. Pricing Invoicing and Payment Obligation

a. In entering into payment obligations under this order, you agree and acknowledge that you have not relied on the future availability of any Hardware, Program or updates. However, (i) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (ii) the preceding sentence does not change the rights granted to you under this order and the Agreement.

b. In addition to the prices listed on the order, Oracle will invoice you for any applicable freight charges or applicable taxes, and you will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.

c. License fees are invoiced as of the commencement date. Service fees are invoiced after performance of the service; specifically, technical support fees for the initial year of technical support are invoiced quarterly in arrears from the commencement date. All renewals for technical support services will reflect Oracle's standard billing terms, annually in advance.

d. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.

e. In addition to the prices listed on the order, Oracle will invoice you for any applicable freight charges or applicable taxes, and you will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.

f. You understand that you may receive multiple invoices for the Products and Service Offerings you ordered.

## 5. Segmentation

The purchase of (a) Hardware and/or related Hardware support, (b) Programs and/or related technical support, or (c) other services are all separate offers and separate from any other order for (i) Hardware and/or related Hardware support, (ii) Programs and/or related technical support, or (iii) other services you may receive or have received from Oracle. You understand that you may purchase (x) Hardware and/or related Hardware support, (y) Programs and/or related technical support, or (z) other services independently of any other product or service. Your obligation to pay for (i) Hardware and/or related Hardware support is not contingent on performance of any other service or delivery of Programs, (ii) Programs and/or related technical support is not contingent on delivery of Hardware or performance of any other service, or (iii) other services is not contingent on delivery of Hardware, delivery of Programs or performance of any additional/other service.

## 6. Source Code

Oracle may deliver source code as part of its standard delivery for particular Programs, operating system or integrated software; all source code delivered by Oracle is subject to the terms of the Agreement, the applicable order and the applicable Program documentation.

## 7. Order of Precedence

In the event of inconsistencies between the terms contained in this order and the Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

## 8. Offer Validity

By signing below, the parties agree that the Agreement and this order constitute the entire agreement between the parties with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions, on the customer's purchase order or elsewhere, shall apply. The offer is valid through \_\_\_\_\_ and shall become binding upon execution by you and acceptance by Oracle.

## 9. Oracle's License Definitions and Rules

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

## 10. Customer Reference

In consideration of the discounts granted to you under the order, Oracle may refer to you as a Customer in sales presentations, marketing vehicles and activities. In addition you agree to become part of Oracle's reference program by working with a representative from Oracle Marketing to develop a Customer profile for use on Oracle.com and for other promotional activities at Oracle's discretion. The profile will include a quote from an executive of your entity and your entity's logo.

|                       |                               |                             |       |
|-----------------------|-------------------------------|-----------------------------|-------|
| <b>CUSTOMER NAME</b>  |                               | <b>Oracle America, Inc.</b> |       |
| <b>Signature</b>      | _____                         | <b>Signature</b>            | _____ |
| <b>Name</b>           | _____                         | <b>Name</b>                 | _____ |
| <b>Title</b>          | _____                         | <b>Title</b>                | _____ |
| <b>Signature Date</b> | _____                         | <b>Signature Date</b>       | _____ |
| <b>Effective Date</b> | ( to be completed by Oracle ) |                             | _____ |

SAMPLE


## EXHIBIT C

### Software Product List and Pricing Schedule

#### A. Pricing and Discounts for New Program Licenses and First-Year Technical Support

1. Price Lists<sup>1</sup>. For one (1) year from the Effective Date of the Agreement, the “Price Lists” attached hereto in **Attachment A** to this Exhibit C of the Agreement shall be defined as follows:
  - a. Oracle Technology Global Price List, dated July 22, 2014
  - b. Oracle Business Intelligence Applications Global Price List, dated June 1, 2014
  - c. Oracle E-Business Suite Applications Global Price List, dated July 17, 2014
  - d. PeopleSoft Component Global Price List, dated June 19, 2014
  - e. Siebel CRM Global Price List (Component Pricing), dated April 14, 2014
  - f. Primavera Global Price List, dated June 19, 2014
  - g. Oracle Fusion Applications Global Price List, dated March 7, 2014
  - h. Oracle Health Sciences Global Price List (Component Pricing), dated June 1, 2014<sup>2</sup>
  - i. Oracle Public Sector Revenue Management Global Price List, dated March 19, 2014
2. Pricing and Discounts. For one (1) year from the Effective Date of the Agreement, provided that Customer has continuously maintained technical support for its existing program licenses, Customer may acquire licenses for the programs listed on the Price Lists, provided that such programs are available in production release when ordered, by paying Oracle the fees specified for such licenses on the Price Lists less the discount determined by the discount schedule set forth below. Customer may also acquire first-year Software Updates & License Support (“SULS”) for such programs by paying Oracle the fees specified for such SULS on the Price List less the discount determined by the discount schedule set forth below.

#### 3. Discount Schedule.

- a. For one (1) year from the Effective Date of the Agreement, except as provided in sections A.4.a, A.4.b, and C below, the following discount schedule  apply to the list fees specified on the Price Lists for the program licenses and first-year SULS for such licenses acquired pursuant to the terms of the Agreement:

| Transaction Band<br>(List License + List SULS Fees) | License<br>and First-Year SULS Discounts |
|---|--|
| \$0 - \$250,999                                     | 32.5%                                    |
| \$251,000 - \$400,000                               | 40%                                      |

- b. Except as provided in section A.4.c below, (i) the discount tier based on list license and list SULS fees as provided in the table above (the “Transaction Band”) shall be determined per order; (ii) each order placed pursuant to this discount schedule shall be considered a separate transaction; and (iii) orders may not be aggregated to increase the overall discount.

#### 4. Exceptions.

- a. Any discounts provided in this Agreement shall not apply toward (i) any third-party products included in any of the Price Lists, (ii) any cloud products included in any of the Price Lists, and (iii) any products on controlled availability.
- b. The LA County Promotion described in section C below shall not apply to Oracle Clinical products on the Oracle Health Sciences Global Price List (Component Pricing).
- c. Linked LA County Orders. For LA County Entities (as defined in section C below) only, orders may be aggregated to the extent such orders are linked pursuant to the terms set forth in the applicable ordering documents (“Linked LA County Orders”), provided that each of the Linked LA County Orders includes the standard Oracle linking language which shall specify that (i) each Linked LA County Order is contingent upon the simultaneous execution of all Linked LA County Orders within the applicable set,

<sup>1</sup> Any discounts provided in this Agreement shall not apply toward any third-party products or any cloud products included in any of the Price Lists, or any products on controlled availability.

<sup>2</sup> The LA County Promotion does not apply to Oracle Clinical products.

and that (ii) if the parties do not simultaneously execute all Linked LA County Orders within the applicable set, none among the applicable set of Linked LA County Orders shall be deemed to have any legal effect, even if executed. Each set of Linked LA County Orders shall be qualified as a single transaction for the purposes of applying the Transaction Band.

#### **B. Pricing and Discount Terms for Education (Training) Services**

For one (1) year from the Effective Date of the Agreement, the Customer may purchase Oracle University products and services at a fifteen percent (15%) discount off the Oracle University Price List in effect at the time Customer places the student registration for training. Oracle University's Price List is available at <http://education.oracle.com>. These discounts may not be used in conjunction with any other discounts or special promotions offered by Oracle University.

#### **C. LA County Promotion**

1. For one (1) year from the Effective Date of the Agreement, subject to the prerequisite conditions set forth below, departments and political subdivisions of the County ("LA County Entities," as distinguished from all other Participating Entities listed in the Agreement) may acquire licenses and first-year SULS at the fees listed on the Price Lists less a promotional discount of fifty percent (50%) ("LA County Promotion").
2. Prerequisite Conditions. LA County Entities must adhere to the following prerequisite conditions in order to qualify for the LA County Promotion:
  - a. Each individual order by an LA County Entity or each set of Linked LA County Orders (as defined in section A.4.c above) will have a minimum transaction size of \$200,000.00 in NET license fees; and
  - b. LA County Entities ordering under the LA County Promotion must have continuously maintained technical support for their existing licenses; and
  - c. Any products in the discount exceptions list specified in sections A.4.a and A.4.b above are specifically excluded from the LA County Promotion; and
  - d. LA County Promotion applies only to component (perpetual) product pricing.

#### **D. Technical Support Policies**

The Oracle Software Technical Support Policies, dated July 18, 2014 (attached as **Attachment B** to this Exhibit C) is a representative sample of the current technical support policies, and is subject to change. Current policies may also be viewed on the following link: <http://www.oracle.com/us/support/policies/index.html>.

## Attachment A



Oracle Technology Global Price List  
July 22, 2014  
Software Investment Guide

Section I

Prices in USA (Dollar)

|   | Oracle Database      |                                   |                   |                                   |
|---|----------------------|-----------------------------------|-------------------|-----------------------------------|
|   | Named User Plus      | Software Update License & Support | Processor License | Software Update License & Support |
| <b>Database Products</b>                            |                      |                                   |                   |                                   |
| <b>Oracle Database</b>                              |                      |                                   |                   |                                   |
| Standard Edition One                                | 180                  | 39.60                             | 5,800             | 1,276.00                          |
| Standard Edition                                    | 350                  | 77.00                             | 17,500            | 3,850.00                          |
| Enterprise Edition                                  | 950                  | 209.00                            | 47,500            | 10,450.00                         |
| Personal Edition                                    | 460                  | 101.20                            | -                 | -                                 |
| Mobile Server                                       | -                    | -                                 | 23,000            | 5,060.00                          |
| NoSQL Database Enterprise Edition                   | 200                  | 44                                | 10,000            | 2,200.00                          |
| <b>Enterprise Edition Options:</b>                  |                      |                                   |                   |                                   |
| Multitenant   | 350                  | 77.00                             | 17,500            | 3,850.00                          |
| Real Application Clusters                           | 460                  | 101.20                            | 23,000            | 5,060.00                          |
| Real Application Clusters One Node                  | 200                  | 44.00                             | 10,000            | 2,200.00                          |
| Active Data Guard                                   | 230                  | 50.60                             | 11,500            | 2,530.00                          |
| Partitioning  | 230                  | 50.60                             | 11,500            | 2,530.00                          |
| Real Application Testing                            | 230                  | 50.60                             | 11,500            | 2,530.00                          |
| Advanced Compression                                | 230                  | 50.60                             | 11,500            | 2,530.00                          |
| Advanced Security                                   | 300                  | 66.00                             | 15,000            | 3,300.00                          |
| Label Security                                      | 230                  | 50.60                             | 11,500            | 2,530.00                          |
| Database Vault                                      | 230                  | 50.60                             | 11,500            | 2,530.00                          |
| OLAP  | 460                  | 101.20                            | 23,000            | 5,060.00                          |
| Advanced Analytics                                  | 460                  | 101.20                            | 23,000            | 5,060.00                          |
| Spatial and Graph                                   | 350                  | 77.00                             | 17,500            | 3,850.00                          |
| TimesTen Application-Tier Database Cache            | 460                  | 101.20                            | 23,000            | 5,060.00                          |
| Database In-Memory                                  | 460                  | 101.20                            | 23,000            | 5,060.00                          |
| Retail Data Model                                   | 800                  | 176.00                            | 40,000            | 8,800.00                          |
| Communications Data Model                           | 1,500                | 330.00                            | 50,000            | 11,000.00                         |
| Airlines Data Model                                 | 800                  | 176.00                            | 40,000            | 8,800.00                          |
| Utilities Data Model                                | 800                  | 176.00                            | 40,000            | 8,800.00                          |
| <b>Database Enterprise Management</b>               |                      |                                   |                   |                                   |
| Diagnostics Pack                                    | 150                  | 33.00                             | 7,500             | 1,650.00                          |
| Tuning Pack   | 100                  | 22.00                             | 5,000             | 1,100.00                          |
| Database Lifecycle Management Pack                  | 240                  | 52.80                             | 12,000            | 2,640.00                          |
| Data Masking and Subsetting Pack                    | 230                  | 50.60                             | 11,500            | 2,530.00                          |
| Cloud Management Pack for Oracle Database           | 100                  | 22.00                             | 5,000             | 1,100.00                          |
| <b>Secure Backup</b>                                |                      |                                   |                   |                                   |
|   | License Price        | Software Update License & Support | Licensing Metric  | Minimum                           |
|   | 3,500                | 770.00                            | Per Tape Drive    | -                                 |
| <b>TimesTen</b>                                     |                      |                                   |                   |                                   |
| TimesTen In-Memory Database                         | 460                  | 101.20                            | 23,000            | 5,060.00                          |
| <b>Berkeley Database</b>                            |                      |                                   |                   |                                   |
| Berkeley DB - High Availability                     | -                    | -                                 | 9,800             | 2,156.00                          |
| <b>Berkeley DB - Transactional Data Store</b>       |                      |                                   |                   |                                   |
|   | Per Wireless Handset | Software Update License & Support | Processor License | Software Update License & Support |
| Berkeley DB - Transactional Data Store              | 6                    | 1.32                              | 5,800             | 1,276.00                          |
| Berkeley DB - Concurrent Data Store                 | 6                    | 1.32                              | 1,800             | 396.00                            |
| Berkeley DB - Data Store                            | 6                    | 1.32                              | 900               | 198.00                            |
| <b>Berkeley DB - Data Store</b>                     |                      |                                   |                   |                                   |
|   | Named User Plus      | Software Update License & Support | Processor License | Software Update License & Support |
| Berkeley DB - Transactional Data Store              | -                    | -                                 | 5,800             | 1,276.00                          |
| Berkeley DB - Concurrent Data Store                 | -                    | -                                 | 1,800             | 396.00                            |
| Berkeley DB - Data Store                            | -                    | -                                 | 900               | 198.00                            |
| Berkeley DB Java Edition - High Availability        | -                    | -                                 | 9,800             | 2,156.00                          |
| Berkeley DB Java Edition - Transactional Data Store | -                    | -                                 | 5,800             | 1,276.00                          |
| Berkeley DB Java Edition - Concurrent Data Store    | -                    | -                                 | 1,800             | 396.00                            |
| Berkeley DB XML - High Availability                 | -                    | -                                 | 13,800            | 3,036.00                          |
| Berkeley DB XML - Transactional Data Store          | -                    | -                                 | 8,100             | 1,782.00                          |
| Berkeley DB XML - Concurrent Data Store             | -                    | -                                 | 2,600             | 572.00                            |
| Berkeley DB XML - Data Store                        | -                    | -                                 | 1,800             | 396.00                            |
| <b>Other Products</b>                               |                      |                                   |                   |                                   |
| Audit Vault and Database Firewall                   | -                    | -                                 | 6,000             | 1,320.00                          |
| Cloud File System                                   | 100                  | 22.00                             | 5,000             | 1,100.00                          |
| Big Data Connectors                                 | -                    | -                                 | 2,000             | 440.00                            |

Section I

|                                   | Named User Plus | Software Update License & Support | Computer License | Software Update License & Support |
|-----------------------------------|-----------------|-----------------------------------|------------------|-----------------------------------|
| <b>Integration Products</b>       |                 |                                   |                  |                                   |
| Database Gateway for Sybase       | -               | -                                 | 17,500           | 3,850.00                          |
| Database Gateway for SQL Server   | -               | -                                 | 17,500           | 3,850.00                          |
| Database Gateway for Informix     | -               | -                                 | 17,500           | 3,850.00                          |
| Database Gateway for Teradata     | -               | -                                 | 109,500          | 24,090.00                         |
| Database Gateway for DRDA         | -               | -                                 | 46,000           | 10,120.00                         |
| Database Gateway for APPC         | -               | -                                 | 46,000           | 10,120.00                         |
| Database Gateway for WebSphere MQ | -               | -                                 | 46,000           | 10,120.00                         |

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

## Section II

Prices in USA (Dollar)

| Oracle Fusion Middleware   |                 |                                   |                       |                                   |
|--|-----------------|-----------------------------------|-----------------------|-----------------------------------|
|  | Named User Plus | Software Update License & Support | Processor License     | Software Update License & Support |
| <b>Java Platform Products</b>  |                 |                                   |                       |                                   |
| Java SE Advanced Desktop   | 40              | 8.80                              | -                     | -                                 |
| Java SE Advanced   | 100             | 22.00                             | 5,000                 | 1,100.00                          |
| Java SE Suite  | 300             | 66.00                             | 15,000                | 3,300.00                          |
| <b>Application Server Products</b>                                       |                 |                                   |                       |                                   |
| TopLink and Application Development Framework                            | 120             | 26.40                             | 5,800                 | 1,276.00                          |
| WebLogic Server Standard Edition   | 200             | 44.00                             | 10,000                | 2,200.00                          |
| WebLogic Server Enterprise Edition                                       | 500             | 110.00                            | 25,000                | 5,500.00                          |
| WebLogic Suite   | 900             | 198.00                            | 45,000                | 9,900.00                          |
| Web Tier   | 100             | 22.00                             | 5,000                 | 1,100.00                          |
| Internet Application Server Standard Edition                             | 230             | 50.60                             | 11,500                | 2,530.00                          |
| Internet Application Server Enterprise Edition                           | 700             | 154.00                            | 35,000                | 7,700.00                          |
| GlassFish Server   | 100             | 22.00                             | 5,000                 | 1,100.00                          |
| Coherence Standard Edition   | 100             | 22.00                             | 4,600                 | 1,012.00                          |
| Coherence Enterprise Edition   | 230             | 50.60                             | 11,500                | 2,530.00                          |
| Coherence Grid Edition   | 500             | 110.00                            | 25,000                | 5,500.00                          |
| API Gateway  | 1,100           | 242.00                            | 55,000                | 12,100.00                         |
| BPEL Process Manager   | 1,200           | 264.00                            | 60,000                | 13,200.00                         |
| WebLogic Integration   | 1,400           | 308.00                            | 70,000                | 15,400.00                         |
| Service Registry   | 920             | 202.40                            | 46,000                | 10,120.00                         |
| Enterprise Repository  | 2,900           | 638.00                            | 145,000               | 31,900.00                         |
| SOA Suite for Non Oracle Middleware                                      | 1,500           | 330.00                            | 75,000                | 16,500.00                         |
| Business Process Management Standard Edition                             | 800             | 176.00                            | -                     | -                                 |
| Unified Business Process Management Suite for Non Oracle Middleware      | 1,150           | 253.00                            | 57,500                | 12,650.00                         |
| Event Processing   | 1,000           | 220.00                            | 50,000                | 11,000.00                         |
| Forms and Reports  | 460             | 101.20                            | 23,000                | 5,060.00                          |
| Managed File Transfer  | 600             | 132.00                            | 30,000                | 6,600.00                          |
| <b>Mobile Suite Technology</b>   |                 |                                   |                       |                                   |
| Mobile Suite   | 45,000          | 9,900.00                          | Processor             |                                   |
| Mobile Suite Client Runtime  | 100             | 22.00                             | Named User Plus       |                                   |
| Mobile Application Framework   | 50,000          | 11,000.00                         | Application Developed |                                   |
|  | 110             | 24.20                             | Named User Plus       |                                   |
|  | 55,000          | 12,100.00                         | Application Developed |                                   |
| <b>Data Integration Technology</b>                                       |                 |                                   |                       |                                   |
| Data Service Integrator  | 1,440           | 316.80                            | 72,000                | 15,840.00                         |
| Data Integrator Enterprise Edition                                       | 690             | 151.80                            | 23,000                | 5,060.00                          |
| Enterprise Data Quality Profiling for Data Integration                   | -               | -                                 | 100,000               | 22,000.00                         |
| Enterprise Data Quality Audit and Dashboard for Data Integration         | -               | -                                 | 50,000                | 11,000.00                         |
| Enterprise Data Quality Real-Time Processing for Data Integration        | -               | -                                 | 100,000               | 22,000.00                         |
| Enterprise Data Quality Batch Processing for Data Integration            | -               | -                                 | 100,000               | 22,000.00                         |
| Enterprise Data Quality Address Verification Server for Data Integration | -               | -                                 | 63,300                | 13,926.00                         |
| Data Integration Suite   | -               | -                                 | 70,000                | 15,400.00                         |
| GoldenGate   | 350             | 77.00                             | 17,500                | 3,850.00                          |
| GoldenGate for Non Oracle Database                                       | 350             | 77.00                             | 17,500                | 3,850.00                          |
| GoldenGate for Mainframe   | 2,000           | 440.00                            | 100,000               | 22,000.00                         |
| GoldenGate Veridata  | 600             | 132.00                            | 30,000                | 6,600.00                          |
| GoldenGate for Teradata Replication Services                             | 350             | 77.00                             | 17,500                | 3,850.00                          |
| <b>WebLogic Suite Options:</b>   |                 |                                   |                       |                                   |
| BPEL Process Manager Option  | 460             | 101.20                            | 23,000                | 5,060.00                          |
| Service Bus  | 460             | 101.20                            | 23,000                | 5,060.00                          |
| SOA Suite for Oracle Middleware  | 1,200           | 264.00                            | 57,500                | 12,650.00                         |
| Unified Business Process Management Suite                                | 1,150           | 253.00                            | 57,500                | 12,650.00                         |
| WebLogic Coherence Grid Edition Option                                   | 200             | 44.00                             | 10,000                | 2,200.00                          |
| <b>Application Server Enterprise Management</b>                          |                 |                                   |                       |                                   |
| WebLogic Server Management Pack Enterprise Edition                       | 240             | 52.80                             | 12,000                | 2,640.00                          |
| SOA Management Pack Enterprise Edition                                   | 500             | 110.00                            | 25,000                | 5,500.00                          |
| Management Pack for Oracle Coherence                                     | 70              | 15.40                             | 3,500                 | 770.00                            |
| Management Pack for Oracle GoldenGate                                    | 70              | 15.40                             | 3,500                 | 770.00                            |
| Cloud Management Pack for Oracle Fusion Middleware                       | 100             | 22.00                             | 5,000                 | 1,100.00                          |
| Management Pack for Oracle Data Integrator                               | 205             | 45.10                             | 6,900                 | 1,518.00                          |
| <b>Fusion Middleware Adapters:</b>                                       |                 |                                   |                       |                                   |
| Application Adapters   | 350             | 77.00                             | 17,500                | 3,850.00                          |
| Oracle E-Business Suite Adapter  | 350             | 77.00                             | 17,500                | 3,850.00                          |
| Cloud Adapters   | 350             | 77.00                             | 17,500                | 3,850.00                          |
| Integration Adapter for SAP R/3  | 350             | 77.00                             | 17,500                | 3,850.00                          |
| Integration Adapter for JD Edwards World                                 | 350             | 77.00                             | 17,500                | 3,850.00                          |
| Mainframe and TP-Monitor Adapters  | -               | -                                 | 34,500                | 7,590.00                          |
| Changed Data Capture Adapters  | -               | -                                 | 60,000                | 13,200.00                         |
| Application Adapters for Data Integration                                | -               | -                                 | 2,300                 | 506.00                            |
| GoldenGate Application Adapters  | -               | -                                 | 20,000                | 4,400.00                          |
| Application Adapters for Warehouse Builder                               | -               | -                                 | 2,300                 | 506.00                            |
| B2B for RosettaNet   | 690             | 151.80                            | 34,500                | 7,590.00                          |
| B2B for EDI  | 690             | 151.80                            | 34,500                | 7,590.00                          |
| Healthcare Adapter   | 690             | 151.80                            | 34,500                | 7,590.00                          |
| B2B for ebXML  | 230             | 50.60                             | 11,500                | 2,530.00                          |

## Section II

Prices in USA (Dollar)

|   | Named User Plus | Software Update License & Support | Processor License | Software Update License & Support |
|---|-----------------|-----------------------------------|-------------------|-----------------------------------|
| <b>Tuxedo and Adapters</b>  |                 |                                   |                   |                                   |
| Tuxedo  | 1,800           | 396.00                            | 60,000            | 13,200.00                         |
| Tuxedo Jolt   | -               | -                                 | 9,000             | 1,980.00                          |
| Service Architecture Leveraging Tuxedo (SALT)                       | -               | -                                 | 12,000            | 2,640.00                          |
| Tuxedo System and Applications Monitor Plus (TSAM Plus)             | -               | -                                 | 14,000            | 3,080.00                          |
| Tuxedo Mainframe Adapter for SNA                                    | -               | -                                 | 22,000            | 4,840.00                          |
| Tuxedo Mainframe Adapter for TCP                                    | -               | -                                 | 22,000            | 4,840.00                          |
| Tuxedo JCA Adapter  | -               | -                                 | 22,000            | 4,840.00                          |
| Tuxedo Application Runtime for CICS and Batch                       | -               | -                                 | 22,000            | 4,840.00                          |
| Tuxedo Application Runtime for Batch                                | -               | -                                 | 9,000             | 1,980.00                          |
| Tuxedo Application Runtime for IMS                                  | -               | -                                 | 19,500            | 4,290.00                          |
| Tuxedo Application Rehosting Workbench                              | 42,500          | 9,350.00                          | -                 | -                                 |
| Tuxedo Message Queue  | -               | -                                 | 18,000            | 3,960.00                          |
| MessageQ  | -               | -                                 | 6,000             | 1,320.00                          |
| <b>Application Integration Architecture</b>                         |                 |                                   |                   |                                   |
| Application Integration Architecture Foundation Pack                | 920             | 202.40                            | 46,000            | 10,120.00                         |
| <b>Business Intelligence Technology Products</b>                    |                 |                                   |                   |                                   |
| <b>Business Intelligence</b>  |                 |                                   |                   |                                   |
| Standard Edition One  | 1,200           | 264.00                            | -                 | -                                 |
| Suite Enterprise Edition Plus                                       | 2,000           | 440.00                            | 221,250           | 48,675.00                         |
| Suite Enterprise Edition Plus Upgrade Only                          | 230             | 50.60                             | 34,500            | 7,590.00                          |
| Server Enterprise Edition   | 350             | 77.00                             | 51,800            | 11,396.00                         |
| Business Intelligence Publisher                                     | 460             | 101.20                            | 46,000            | 10,120.00                         |
| Business Intelligence Foundation Suite                              | 3,675           | 808.50                            | 300,000           | 66,000.00                         |
| Disconnected Analytics  | 580             | 127.60                            | -                 | -                                 |
| Server Administrator  | 5,800           | 1,276.00                          | -                 | -                                 |
| Scorecard and Strategy Management                                   | 995             | 218.90                            | 89,550            | 19,701.00                         |
| Business Intelligence Mobile  | 360             | 79.20                             | -                 | -                                 |
| <b>Business Intelligence Server Enterprise Edition Options:</b>     |                 |                                   |                   |                                   |
| Interactive Dashboard   | 580             | 127.60                            | 86,500            | 19,030.00                         |
| Delivers  | 350             | 77.00                             | 51,800            | 11,396.00                         |
| Answers   | 580             | 127.60                            | 86,500            | 19,030.00                         |
| Office Plug-in  | 230             | 50.60                             | 34,500            | 7,590.00                          |
| Reporting and Publishing  | 460             | 101.20                            | 70,000            | 15,400.00                         |
| <b>Business Intelligence Suite Enterprise Edition Plus Options:</b> |                 |                                   |                   |                                   |
| Business Intelligence Management Pack                               | 230             | 50.60                             | 11,500            | 2,530.00                          |
| <b>Business Intelligence Data Integration Technology</b>            |                 |                                   |                   |                                   |
| Data Integrator and Application Adapter for Data Integration        | -               | -                                 | 25,300            | 5,566.00                          |
| Informatica PowerCenter and PowerConnect Adapters                   | 690             | 151.80                            | 25,300            | 5,566.00                          |
| <b>Real-Time Decision (RTD) Technology</b>                          |                 |                                   |                   |                                   |
| Real-Time Decision Server   | 92,000          | 20,240.00                         | Processor         |                                   |
| <b>Hyperion Business Intelligence Technology</b>                    |                 |                                   |                   |                                   |
| Essbase Plus  | 2,900           | 638.00                            | 138,000           | 30,360.00                         |
| Hyperion Interactive Reporting                                      | 800             | 176.00                            | 69,000            | 15,180.00                         |
| Hyperion SQR Production Reporting                                   | 460             | 101.20                            | 23,000            | 5,060.00                          |
| Hyperion Financial Reporting  | 520             | 114.40                            | 40,500            | 8,910.00                          |
| Hyperion Web Analysis   | 520             | 114.40                            | 40,500            | 8,910.00                          |
| <b>Endeca Business Intelligence</b>                                 |                 |                                   |                   |                                   |
| Endeca Information Discovery Studio                                 | 2,000           | 440.00                            | 180,000           | 39,600.00                         |
| Endeca Information Discovery Integrator                             | 690             | 151.80                            | 23,000            | 5,060.00                          |
| Endeca Server   | -               | -                                 | 50,000            | 11,000.00                         |
| Endeca Text Enrichment  | -               | -                                 | 15,000            | 3,300.00                          |
| Endeca Text Enrichment with Sentiment Analytics                     | -               | -                                 | 45,000            | 9,900.00                          |
| <b>WebCenter Products</b>   |                 |                                   |                   |                                   |
| WebCenter Suite Plus  | 4,000           | 880.00                            | 200,000           | 44,000.00                         |
| WebCenter Portal  | 2,500           | 550.00                            | 125,000           | 27,500.00                         |
| WebCenter Content   | 3,450           | 759.00                            | 172,500           | 37,950.00                         |
| WebCenter Sites   | 2,000           | 440.00                            | 100,000           | 22,000.00                         |
| WebCenter Sites Satellite Server                                    | 500             | 110.00                            | 25,000            | 5,500.00                          |
| WebCenter Universal Content Management                              | 2,300           | 506.00                            | 115,000           | 25,300.00                         |
| WebCenter Imaging   | 1,840           | 404.80                            | 92,000            | 20,240.00                         |
| WebCenter Forms Recognition   | 2,000           | 440                               | 100,000           | 22,000.00                         |
| WebCenter Enterprise Capture  | 1,200           | 264.00                            | 60,000            | 13,200.00                         |
| WebCenter Capture   | -               | -                                 | 7,000             | 1,540.00                          |
| WebCenter Distributed Capture                                       | 1,200           | 264.00                            | -                 | -                                 |
| WebCenter Real-Time Collaboration                                   | 100             | 22.00                             | 20,000            | 4,400.00                          |
| <b>WebCenter Sites Options:</b>                                     |                 |                                   |                   |                                   |
| WebCenter Sites Mobile Option                                       | 400             | 88.00                             | 20,000            | 4,400.00                          |
| <b>WebCenter Sites Mobility Server</b>                              |                 |                                   |                   |                                   |
| WebCenter Sites Mobility Server                                     | 30,000          | 6,600.00                          | Server            |                                   |
| <b>WebCenter Adapters:</b>  |                 |                                   |                   |                                   |
| WebCenter Applications Adapter                                      | -               | -                                 | 20,000            | 4,400.00                          |
| WebCenter Adapter for EMC Documentum                                | -               | -                                 | 11,500            | 2,530.00                          |
| WebCenter Adapter for IBM FileNet                                   | -               | -                                 | 11,500            | 2,530.00                          |
| WebCenter Adapter for IBM Lotus Domino                              | -               | -                                 | 11,500            | 2,530.00                          |
| WebCenter Adapter for Microsoft SharePoint                          | -               | -                                 | 11,500            | 2,530.00                          |
| WebCenter Adapter for Symantec Enterprise Vault                     | -               | -                                 | 11,500            | 2,530.00                          |
| WebCenter Adapter Framework   | -               | -                                 | 11,500            | 2,530.00                          |
| <b>WebCenter Management</b>   |                 |                                   |                   |                                   |
| Management Pack for WebCenter                                       | 240             | 52.80                             | 12,000            | 2,640.00                          |

Section II

|  | License Price | Software Update License & Support | Licensing Metric             | Minimum |
|--|---------------|-----------------------------------|------------------------------|---------|
| <b>Identity Management Products</b>              |               |                                   |                              |         |
| Enterprise Identity Services Suite               | 4,400         | 968.00                            | Named User Plus              | -       |
| Enterprise Identity Governance Suite             | 220,000       | 48,400.00                         | Processor                    | 1       |
| Enterprise Identity Governance Suite             | 3,600         | 792.00                            | Named User Plus              | -       |
| Entitlements Server                              | 180,000       | 39,600.00                         | Processor                    | 1       |
| Entitlements Server                              | 35,000        | 7,700.00                          | Processor                    | 1       |
| Entitlements Server                              | 700           | 154.00                            | Named User Plus              | -       |
| Entitlements Server Security Module              | 35,000        | 7,700.00                          | Processor                    | 1       |
| Entitlements Server Security Module              | 700           | 154.00                            | Named User Plus              | -       |
| Directory Services Plus                          | 12            | 2.64                              | Employee User                | 2000    |
| Directory Services Plus                          | 4.00          | 0.8800                            | Non Employee User - External | 5000    |
| Directory Services Plus                          | 50,000        | 11,000.00                         | Processor                    | -       |
| Access Manager                                   | 25            | 5.5                               | Employee User                | 2,000   |
| Access Manager                                   | 6             | 1.32                              | Non Employee User - External | 5,000   |
| Identity Federation                              | 35,000        | 7,700.00                          | Processor                    | 1       |
| Identity Manager                                 | 70            | 15.40                             | Employee User                | 2,000   |
| Identity Manager                                 | 6             | 1.32                              | Non Employee User - External | 5,000   |
| Identity Manager Connector                       | 46,000        | 10,120.00                         | Connector                    | 1       |
| Mobile Security Suite                            | 85            | 18.70                             | Employee User                | 2,000   |
| Mobile Security Suite                            | 8             | 1.76                              | Non Employee User - External | 5,000   |
| Secure Mobile Mail Manager                       | 50            | 11.00                             | Named User Plus              | 10      |
| Enterprise Single Sign-On Suite Plus             | 85            | 18.70                             | Named User Plus              | -       |
| Access Management Suite Plus                     | 180,000       | 39,600.00                         | Processor                    | 1       |
| Access Management Suite Plus                     | 3,600         | 792.00                            | Named User Plus              | -       |
| Identity and Access Management Suite Plus        | 110           | 24.20                             | Employee User                | -       |
| Identity and Access Management Suite Plus        | 15            | 3.30                              | Non Employee User - External | -       |
| <b>Identity Management Enterprise Management</b> |               |                                   |                              |         |
| Management Pack Plus for Identity Management     | 8.00          | 1.76                              | Employee User                | -       |
| Management Pack Plus for Identity Management     | 2.00          | 0.44                              | Non Employee User - External | -       |
| Management Pack Plus for Identity Management     | 25,000        | 5,500                             | Processor                    | -       |
| <b>Tools</b>                                     |               |                                   |                              |         |
| Discoverer Desktop Edition                       | 1,200         | 264.00                            | Named User Plus              | -       |
| Discoverer Desktop Edition Programmer            | 1,200         | 264.00                            | Named User Plus              | -       |
| Internet Developer Suite                         | 5,800         | 1,276.00                          | Named User Plus              | -       |

Section III

Applications and Systems Management

Prices in USA (Dollar)

|   | Named User Plus | Software Update License & Support | Processor License            | Software Update License & Support |
|---|-----------------|-----------------------------------|------------------------------|-----------------------------------|
| <b>Database Enterprise Management</b>                       |                 |                                   |                              |                                   |
| Diagnostics Pack  | 150             | 33.00                             | 7,500                        | 1,650.00                          |
| Tuning Pack   | 100             | 22.00                             | 5,000                        | 1,100.00                          |
| Database Lifecycle Management Pack                          | 240             | 52.80                             | 12,000                       | 2,640.00                          |
| Data Masking and Subsetting Pack                            | 230             | 50.60                             | 11,500                       | 2,530.00                          |
| Cloud Management Pack for Oracle Database                   | 100             | 22.00                             | 5,000                        | 1,100.00                          |
| <b>Application Server Enterprise Management</b>             |                 |                                   |                              |                                   |
| WebLogic Server Management Pack Enterprise Edition          | 240             | 52.80                             | 12,000                       | 2,640.00                          |
| SOA Management Pack Enterprise Edition                      | 500             | 110.00                            | 25,000                       | 5,500.00                          |
| Management Pack for Oracle Coherence                        | 70              | 15.40                             | 3,500                        | 770.00                            |
| Management Pack for Oracle GoldenGate                       | 70              | 15.40                             | 3,500                        | 770.00                            |
| Cloud Management Pack for Oracle Fusion Middleware          | 100             | 22.00                             | 5,000                        | 1,100.00                          |
| Management Pack for Oracle Data Integrator                  | 205             | 45.10                             | 6,900                        | 1,518.00                          |
| <b>Business Intelligence Management</b>                     |                 |                                   |                              |                                   |
| Business Intelligence Management Pack                       | 230             | 50.60                             | 11,500                       | 2,530.00                          |
| <b>WebCenter Management</b>                                 |                 |                                   |                              |                                   |
| Management Pack for WebCenter                               | 240             | 52.80                             | 12,000                       | 2,640.00                          |
| <b>Identity Management Enterprise Management</b>            |                 |                                   |                              |                                   |
| Management Pack Plus for Identity Management                | 8.00            | 1.76                              | Employee User                | -                                 |
|   | 2.00            | 0.44                              | Non Employee User - External | -                                 |
|   | 25,000          | 5,500                             | Processor                    | -                                 |
| <b>Other Infrastructure Management</b>                      |                 |                                   |                              |                                   |
| Configuration Management Pack for Applications              | 5,000           | 1,100.00                          | Per Processor                | -                                 |
|   | 100             | 22.00                             | Per Named User Plus          | -                                 |
| System Monitoring Plug-in for Non Oracle Databases          | 1,800           | 396.00                            | Per Processor                | -                                 |
|   | 35              | 7.70                              | Per Named User Plus          | -                                 |
| System Monitoring Plug-in for Non Oracle Middleware         | 1,800           | 396.00                            | Per Processor                | -                                 |
|   | 35              | 7.70                              | Per Named User Plus          | -                                 |
| Management Pack for Non-Oracle Middleware                   | 9,500           | 2,090.00                          | Per Processor                | -                                 |
|   | 190             | 41.80                             | Per Named User Plus          | -                                 |
| Data Masking and Subsetting Pack for Non-Oracle Databases   | 11,500          | 2,530.00                          | Per Processor                | -                                 |
|   | 230             | 50.60                             | Per Named User Plus          | -                                 |
| <b>Service Management</b>                                   |                 |                                   |                              |                                   |
| Real User Experience Insight                                | 8,000           | 1,760.00                          | Per Processor                | 10                                |
|   | 160             | 35.20                             | Per Named User Plus          | 500                               |
| <b>Applications Management</b>                              |                 |                                   |                              |                                   |
| Application Management Suite for Oracle E-Business Suite    | 400             | 88.00                             | 20,000                       | 4,400.00                          |
| Application Management Suite for Siebel                     | 300             | 66.00                             | 15,000                       | 3,300.00                          |
| Application Management Suite for PeopleSoft                 | 300             | 66.00                             | 15,000                       | 3,300.00                          |
| Application Management Suite for JD Edwards EnterpriseOne   | 300             | 66.00                             | 15,000                       | 3,300.00                          |
| Application Management Suite for Oracle Fusion Applications | 300             | 66.00                             | 15,000                       | 3,300.00                          |
| <b>Application Testing</b>                                  |                 |                                   |                              |                                   |
| Load Testing Developer Edition                              | 8,000           | 1,760.00                          | -                            | -                                 |
| Load Testing Controller                                     | -               | -                                 | 7,000                        | 1,540.00                          |
| Load Testing  | 100             | 22.00                             | -                            | -                                 |
| Load Testing Accelerator for Web Services                   | 25              | 5.50                              | -                            | -                                 |
| Application Replay Pack                                     | 100             | 22.00                             | 5,000                        | 1,100.00                          |
| Load Testing Accelerator for Oracle Database                | 25              | 5.50                              | -                            | -                                 |
| Functional Testing  | 8,000           | 1,760.00                          | -                            | -                                 |
| Functional Testing Accelerator for Web Services             | 2,000           | 440.00                            | -                            | -                                 |
| Test Manager  | 2,000           | 440.00                            | -                            | -                                 |
| Cloud Management Pack for Testing                           | 100             | 22.00                             | 5,000                        | 1,100.00                          |

Section III

Prices in USA (Dollar)

**Collaboration**  
Beehive Enterprise Collaboration Server

| Collaboration   |                                   |                   |                                   |
|-----------------|-----------------------------------|-------------------|-----------------------------------|
| Named User Plus | Software Update License & Support | Processor License | Software Update License & Support |
| 275             | 60.50                             | 55,000            | 12,100.00                         |

## Section IV

Prices in USA (Dollar)

| Oracle Application Specific Technology Products                                   |                                   |                   |                                   |                                |                                   |       |
|---|-----------------------------------|-------------------|-----------------------------------|--------------------------------|-----------------------------------|-------|
| Named User Plus   | Software Update License & Support | Processor License | Software Update License & Support | Employee for HCM <sup>88</sup> | Software Update License & Support |       |
| <b>Application Server Products</b>  |                                   |                   |                                   |                                |                                   |       |
| WebLogic Suite for Oracle Applications  | 180                               | 39.60             | 18,000                            | 3,960.00                       | 54                                | 11.88 |
| Coherence Enterprise Edition for Oracle Applications                              | 46                                | 10.12             | 4,600                             | 1,012.00                       | 14                                | 3.08  |
| <b>WebLogic Suite Options for Oracle Applications:</b>                            |                                   |                   |                                   |                                |                                   |       |
| BPEL Process Manager Option for Oracle Applications                               | 92                                | 20.24             | 9,200                             | 2,024.00                       | 27                                | 5.94  |
| SOA Suite for Oracle Middleware for Oracle Applications                           | 240                               | 52.80             | 23,000                            | 5,060.00                       | 72                                | 15.84 |
| Unified Business Process Management Suite for Oracle Applications                 | 230                               | 50.60             | 23,000                            | 5,060.00                       | 69                                | 15.18 |
| <b>Application Management</b>   |                                   |                   |                                   |                                |                                   |       |
| Application Management Pack for Oracle Fusion Applications                        | 50                                | 11.00             | 5,000                             | 1,100.00                       | 15                                | 3.30  |
| <b>WebCenter Products</b>   |                                   |                   |                                   |                                |                                   |       |
| WebCenter Portal for Oracle Applications  | 350                               | 77.00             | 50,000                            | 11,000.00                      | 105                               | 23.10 |
| WebCenter Imaging for Oracle Applications   | 368                               | 80.96             | 36,800                            | 8,096.00                       | 110                               | 24.20 |
| <b>Identity Management Product</b>  |                                   |                   |                                   |                                |                                   |       |
| Identity and Access Management Suite Plus for Oracle Applications                 | 9                                 | 1.98              | 80,000                            | 17,600.00                      | 9                                 | 1.98  |
| <b>Business Intelligence Technology Products</b>                                  |                                   |                   |                                   |                                |                                   |       |
| Business Intelligence Publisher for Oracle Applications                           | 60                                | 13.20             | 18,400                            | 4,048.00                       | 18                                | 3.96  |
| Business Intelligence Foundation Suite for Oracle Applications                    | 500                               | 110.00            | 180,000                           | 39,600.00                      | 150                               | 33.00 |
| Business Intelligence Suite Enterprise Edition Plus for Oracle Applications       | 267                               | 58.74             | 85,000                            | 18,700.00                      | 80                                | 17.60 |
| <b>Data Integration Technology Product</b>  |                                   |                   |                                   |                                |                                   |       |
| Data Integrator Enterprise Edition for Oracle Applications                        | 138                               | 30.36             | 9,200                             | 2,024.00                       | 27                                | 5.94  |
| GoldenGate for Oracle Applications  | 140                               | 30.80             | 7,000                             | 1,540.00                       | -                                 | -     |
| <b>Endeca Business Intelligence</b>   |                                   |                   |                                   |                                |                                   |       |
| Endeca Discovery Foundation for Oracle Applications                               | 750                               | 165.00            | 18,750                            | 4,125.00                       |                                   |       |
| <b>Database Product</b>   |                                   |                   |                                   |                                |                                   |       |
| <b>Oracle Database Enterprise Edition Option:</b>                                 |                                   |                   |                                   |                                |                                   |       |
| TimesTen Application-Tier Database Cache for Oracle Applications                  | 184                               | 40.48             | 9,200                             | 2,024.00                       |                                   |       |
| <b>Berkeley Database</b>  |                                   |                   |                                   |                                |                                   |       |
| Berkeley DB – High Availability for Oracle Applications                           | -                                 | -                 | 3,920                             | 862.40                         | -                                 | -     |
| Berkeley DB – Transactional Data Store for Oracle Applications                    | -                                 | -                 | 2,320                             | 510.40                         | -                                 | -     |
| Berkeley DB Java Edition – High Availability for Oracle Applications              | -                                 | -                 | 3,920                             | 862.40                         | -                                 | -     |
| Berkeley DB Java Edition – Transactional Data Store for Oracle                    | -                                 | -                 | 2,320                             | 510.40                         | -                                 | -     |
| <b>Application Specific Technology Products Licensing Rules and General Notes</b> |                                   |                   |                                   |                                |                                   |       |

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 Documaker, 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. Endeca Discovery Foundation for Oracle Applications is eligible for use with products that contain "Extensions for Oracle Endeca" in the product name.

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.

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.

## Definitions

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

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

For the purposes of the following programs: Data Masking and Subsetting Pack, and Data Masking and Subsetting Pack for Non-Oracle Databases only the users of the database servers where masked data or data subsets originates and the users of the database servers performing masking, or subsetting operations (via GUI or command line) must be licensed.

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 Load Testing Suite for Oracle Applications, each emulated human user and non human operated device shall be considered as a virtual user and shall be counted for the purpose 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, 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.

For the purposes of the following program: Data Integrator Enterprise Edition, and Data Integrator Enterprise Edition for Oracle Applications, the users that are running or accessing the data transformation processes must be counted for the purposes of determining the number of licenses required.

For the purposes of the following programs: Oracle Mobile Suite Client Runtime and Mobile Application Framework, only the end users of each Application Developed must be counted for the purposes of determining the number of licenses required, regardless of the choice of the mobile application development tool or the framework used to build the Application Developed.

**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; 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, only the processors on which the program that is being managed/monitored are running are counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Data Masking and Subsetting Pack and, Data Masking and Subsetting Pack for non-Oracle Databases all database servers where masked data or data subsets originate and database servers performing masking, or subsetting operations (via GUI or command line) must be licensed.

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, 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, Real User Experience Insight, all processors on which the middleware 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: 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, and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purposes of determining the number of licenses required.

For the purposes of 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.

For the purposes of the following program: Oracle GoldenGate, only (a) the processors running the Oracle database from which you capture data and (b) the processors running 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 processors running the Non Oracle database from which you capture data and (b) the processors running 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 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 purpose of the following programs: Oracle Golden Gate Application Adapters, only the processors running the source Oracle or non Oracle database(s) from which you capture data must be counted for the purpose of determining the number of licenses required. In the instance of multiple source databases, all processors for all sources must be counted.

For the purposes of the following program: Audit Vault and Database Firewall, only the processors of the sources which are protected, monitored, or audited must be counted for the purpose of determining the number of licenses required.

**Application Developed:** is defined as a software program developed by you that operates on smart-phones and/or other end user devices and that (i) provides end users with access to content or (ii) provides end users with end user transaction enablement or (iii) otherwise enables use by end users of functions available through the Oracle run-time Program.

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

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

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

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

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

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

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

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

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

**Definitions (continued)**

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

**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 application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

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

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

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

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

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

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

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

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

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

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

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

**Person:** is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

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

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

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

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

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

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

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

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

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

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

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

**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 us.

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

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

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

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

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

#### Definitions (continued)

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

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

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

**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.

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

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

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

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

#### GENERAL LICENSING RULES

##### TERM DESIGNATION

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

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

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

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

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

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

##### ORACLE-BEA GRANDFATHERED GLOBAL PRICE LIST

Oracle PartnerNetwork members with a valid distribution agreement may distribute the programs specified on the Oracle-BEA Grandfathered Global Price List to existing end users for add-on capacity only, subject to the terms of such valid distribution agreement and any restrictions set forth in the Oracle-BEA Grandfathered Price List.

## ORACLE SUPPORT SERVICES

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

### Software Update License & Support

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

### Support Renewals

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

### Advanced Customer Support

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

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

### Incident Server Support Packages

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

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

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

### Customer Support Services Policies and Definitions

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

### Extended Support

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

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

Extended Support offers the following:

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

### Sustaining Support

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

Sustaining Support provides:

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

## ORACLE ON DEMAND

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

### Administration Services

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

### Computer and Administration Services

Computer Services must be sold together with Administration Services. Computer and Administration Services are system administration, application technology management, and monitoring activities for licensed Oracle programs that are provided by Oracle from a data center hosting facility to which the customer has remote applications access. Computer and Administration Services are contracted on yearly terms; the billing is annual in advance.



**Oracle Business Intelligence Applications Global Price List**  
**Software Investment Guide**  
June 1, 2014

All Business Intelligence Technology products are listed only on the Oracle Technology Global Price List, including prerequisites. Application-Specific Full-Use (ASFU) pricing and licensing is not available for Business Intelligence Application Products, unless specifically provided for in a valid Oracle distribution agreement effective prior to August 2, 2007.

## Enterprise Performance Management Applications

|  | License Price | Software Update License & Support | Licensing Metric | Minimum |
|--|---------------|-----------------------------------|------------------|---------|
| <b>Enterprise Performance Management Suites and Associated Options</b>   |               |                                   |                  |         |
| <b>Hyperion Financial Close Suite</b>  | 14,995        | 3,298.90                          | Application User | 50      |
| Option: Hyperion Disclosure Management for Oracle Hyperion Financial Close Suite                               | 2,000         | 440.00                            | Application User | 50      |
| Option: Data Relationship Management for Oracle Hyperion Financial Close Suite                                 | 5,000         | 1,100.00                          | Application User | 50      |
| Data Relationship Steward  | 5,800         | 1,276.00                          | Application User |         |
| <b>Hyperion Enterprise Financial Planning Suite</b>  | 9,995         | 2,198.90                          | Application User | 50      |
| Option: Crystal Ball Enterprise Performance Management for Oracle Hyperion Enterprise Financial Planning Suite | 1,500         | 330.00                            | Application User | 50      |
| Option: Data Relationship Management for Oracle Hyperion Enterprise Financial Planning Suite                   | 5,000         | 1,100.00                          | Application User | 50      |
| Data Relationship Steward  | 5,800         | 1,276.00                          | Application User |         |
| <b>Enterprise Performance Management Standalone Products</b>   |               |                                   |                  |         |
| Hyperion Financial Management Plus   | 5,200         | 1,144.00                          | Application User | 25      |
| Hyperion Financial Close Management  | 5,000         | 1,100.00                          | Application User | 50      |
| Hyperion Disclosure Management   | 10,000        | 2,200.00                          | Application User | 15      |
| Financial Management Analytics   | 1,000         | 220.00                            | Application User | 25      |
| Quantitative Management and Reporting for Solvency II  | 8,000         | 1,760.00                          | Application User | 50      |
| Hyperion Tax Provision   | 9,900         | 2,178.00                          | Application User | 25      |
| Hyperion Planning Plus   | 3,500         | 770.00                            | Application User | 25      |
| Hyperion Public Sector Planning and Budgeting  | 2,000         | 440.00                            | Application User | 25      |
| Hyperion Project Financial Planning  | 2,000         | 440.00                            | Application User | 25      |
| Hyperion Strategic Finance   | 24,500        | 5,390.00                          | Application User | 5       |
| Hyperion Strategic Finance for Banking   | 8,100         | 1,782.00                          | Application User | 10      |
| Hyperion Enterprise  | 2,900         | 638.00                            | Application User | 25      |
| Hyperion Financial Data Quality Management, Enterprise Edition   | 2,900         | 638.00                            | Application User | 25      |
| Option: Hyperion Financial Data Quality Management, Enterprise Edition Adapter for Financial Management        | 600           | 132.00                            | Application User | 25      |
| Option: Hyperion Financial Data Quality Management, Enterprise Edition Adapter Suite                           | 600           | 132.00                            | Application User | 25      |
| Option: Hyperion Financial Data Quality Management, Enterprise Edition ERP Source Adapter for SAP              | 600           | 132.00                            | Application User | 25      |
| Data Relationship Management   | 16            | 3.52                              | Record           | 20,000  |
| Option: Data Relationship Management Read Only Access  | 4             | 0.88                              | Record           | 20,000  |
| Data Relationship Steward  | 5,800         | 1,276.00                          | Application User |         |
| Data Relationship Governance   | 5,000         | 1,100.00                          | Application User | 50      |

|   | License Price | Software Update License & Support | Licensing Metric | Minimum        |
|---|---------------|-----------------------------------|------------------|----------------|
| <b>User Productivity Kit</b>  |               |                                   |                  |                |
| User Productivity Kit Standard  | 17,500        | 3,850.00                          | UPK Developer    | 1              |
| User Productivity Kit Standard  | 90            | 19.80                             | Application User | 50             |
| User Productivity Kit Standard  | 45            | 9.90                              | Employee         | 500            |
| User Productivity Kit Professional  | 17,500        | 3,850.00                          | UPK Developer    | 1              |
| User Productivity Kit Professional  | 100           | 22.00                             | Application User | 50             |
| User Productivity Kit Professional  | 50            | 11.00                             | Employee         | 500            |
| <b>User Productivity Kit Content Materials for Enterprise Performance Management Applications</b>                     |               |                                   |                  |                |
| User Productivity Kit for Hyperion Financial Management Plus<br>(up to 4K employees and up to \$1 billion in revenue) | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 70,000        | 15,400.00                         | UPK Module       | not applicable |
| User Productivity Kit for Hyperion Planning Plus<br>(up to 4K employees and up to \$1 billion in revenue)             | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 70,000        | 15,400.00                         | UPK Module       | not applicable |

### Oracle Business Intelligence Applications, Fusion Edition (Siebel Analytics-based products)

Please check the Oracle Business Intelligence Applications Price List Supplement for prerequisite product information.

All Business Intelligence Technology products are listed only on the Oracle Technology Global Price List, including prerequisites.

The products in the vertical content sections are intended for use only with Siebel CRM applications.

Application-Specific Full-Use (ASFU) pricing and licensing is not available for Business Intelligence Application Products, unless specifically provided for in a valid Oracle distribution agreement effective prior to August 2, 2007.

|   | License Price | Software Update License & Support | Licensing Metric    | Minimum |
|---|---------------|-----------------------------------|---------------------|---------|
| <b>BI Applications, Fusion Edition - CRM Analytics</b>                |               |                                   |                     |         |
| Sales Analytics, Fusion Edition                                       | 5,800         | 1,276.00                          | Application User    | 20      |
| Service Analytics, Fusion Edition                                     | 5,800         | 1,276.00                          | Application User    | 20      |
| Contact Center Telephony Analytics, Fusion Edition                    | 5,800         | 1,276.00                          | Application User    | 20      |
| Marketing Analytics, Fusion Edition                                   | 5,800         | 1,276.00                          | Application User    | 20      |
| Price Analytics   | 5,800         | 1,276.00                          | Application User    | 20      |
| Partner Analytics, Fusion Edition                                     | 5,800         | 1,276.00                          | Application User    | 20      |
| Loyalty Analytics   | 20,000        | 4,400.00                          | 100K Member Records | 5       |
| <b>BI Applications, Fusion Edition - ERP Analytics</b>                |               |                                   |                     |         |
| Supply Chain and Order Management Analytics, Fusion Edition           | 5,800         | 1,276.00                          | Application User    | 20      |
| Financial Analytics, Fusion Edition                                   | 5,800         | 1,276.00                          | Application User    | 20      |
| Procurement & Spend Analytics, Fusion Edition                         | 5,800         | 1,276.00                          | Application User    | 20      |
| Spend Classification  | 40,000        | 8,800.00                          | Application User    | 5       |
| Project Analytics   | 5,800         | 1,276.00                          | Application User    | 20      |
| Human Resources Analytics, Fusion Edition                             | 5,800         | 1,276.00                          | Application User    | 100     |
| Manufacturing Analytics   | 5,800         | 1,276.00                          | Application User    | 20      |
| Enterprise Asset Management Analytics                                 | 5,800         | 1,276.00                          | Application User    | 20      |
| Student Information Analytics   | 5,800         | 1,276.00                          | Application User    | 20      |
| <b>BI Applications, Fusion Edition - Telecom Analytics</b>            |               |                                   |                     |         |
| Telecom Sales Analytics Fusion Edition                                | 5,800         | 1,276.00                          | Application User    | 25      |
| Telecom Service Analytics Fusion Edition                              | 5,800         | 1,276.00                          | Application User    | 25      |
| Telecom Marketing Analytics Fusion Edition                            | 5,800         | 1,276.00                          | Application User    | 25      |
| <b>BI Applications, Fusion Edition - Financial Services Analytics</b> |               |                                   |                     |         |
| Finance Sales Analytics Fusion Edition                                | 5,800         | 1,276.00                          | Application User    | 25      |
| Finance Service Analytics Fusion Edition                              | 5,800         | 1,276.00                          | Application User    | 25      |
| Finance Marketing Analytics Fusion Edition                            | 5,800         | 1,276.00                          | Application User    | 25      |
| Finance Retail Analytics Fusion Edition                               | 5,800         | 1,276.00                          | Application User    | 25      |
| Finance Institutional Analytics Fusion Edition                        | 5,800         | 1,276.00                          | Application User    | 25      |
| Financial Services Enterprise Financial Performance Analytics         | 5,800         | 1,276.00                          | Application User    | 50      |
| Financial Services Asset Liability Management Analytics               | 11,500        | 2,530.00                          | Application User    | 25      |
| <b>BI Applications, Fusion Edition - Insurance Analytics</b>          |               |                                   |                     |         |
| Insurance Sales Analytics Fusion Edition                              | 5,800         | 1,276.00                          | Application User    | 25      |
| Insurance Service Analytics Fusion Edition                            | 5,800         | 1,276.00                          | Application User    | 25      |
| Insurance Marketing Analytics Fusion Edition                          | 5,800         | 1,276.00                          | Application User    | 25      |
| Insurance Partner Manager Analytics Fusion Edition                    | 5,800         | 1,276.00                          | Application User    | 25      |
| <b>BI Applications, Fusion Edition - Life Sciences Analytics</b>      |               |                                   |                     |         |
| Pharma Sales Analytics Fusion Edition                                 | 5,800         | 1,276.00                          | Application User    | 25      |
| Pharma Marketing Analytics Fusion Edition                             | 5,800         | 1,276.00                          | Application User    | 25      |
| <b>BI Applications, Fusion Edition - Consumer Goods Analytics</b>     |               |                                   |                     |         |
| Consumer Goods Trade Funds Analytics, Fusion Edition                  | 5,800         | 1,276.00                          | Application User    | 25      |
| <b>BI Applications, Fusion Edition - Public Sector Analytics</b>      |               |                                   |                     |         |
| Case Management Analytics Fusion Edition                              | 5,800         | 1,276.00                          | Application User    | 25      |

|  | License Price | Software Update License & Support | Licensing Metric | Minimum |  |
|--|---------------|-----------------------------------|------------------|---------|--|
| <b>Real-Time Decision (RTD) Applications</b>                       |               |                                   |                  |         |  |
| Oracle Real-Time Decisions Base Application                        | 57,500        | 12,650.00                         | Processor        |         |  |
| Oracle Real-Time Decisions for Siebel Intelligent Offer Generation | 1,800         | 396.00                            | Application User | 25      |  |
| Oracle Real-Time Decisions for Siebel E-Commerce                   | 57,500        | 12,650.00                         | Processor        |         |  |

**Oracle Business Intelligence Applications - Standalone**

The product below is a standalone Business Intelligence Application and does not work in conjunction with the Oracle Business Intelligence Application Product Family. Please check the Oracle Business Intelligence Applications Price List Supplement for prerequisite product information. All Business Intelligence Technology products are listed only on the Oracle Technology Global Price List, including prerequisites.

|   | License Price | Software Update License & Support | Licensing Metric       | Minimum |
|---|---------------|-----------------------------------|------------------------|---------|
| <b>Standalone BI Applications</b>                           |               |                                   |                        |         |
| Incentive Compensation Analytics for Oracle Data Integrator | 250           | 55.00                             | Compensated Individual | 10      |

## DEFINITIONS

**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 iSupplier Portal, and Oracle Services Procurement programs, use by your external suppliers is included with your application user licenses.

**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.

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

**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.

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

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

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

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

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

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

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

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

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

For the purposes of the following program: Oracle GoldenGate, only (a) the processors running the Oracle database from which you capture data and (b) the processors running 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 processors running the Non Oracle database from which you capture data and (b) the processors running 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 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.

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

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

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

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

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

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

**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 Module:** is defined as the functional software component described in the program documentation.

**\$B in Total Assets:** is defined as one billion US dollars (insert equivalent amount of local currency in these parens using the corporate treasury exchange rate found on esource. Check <http://esource.oraclecorp.com> License>Pricing>Price List>Exchange Rates) of your latest published or internally available "Total Asset Value" defined per GAAP policies as disclosed in your annual report and/or regulatory filings.



Oracle E-Business Suite Applications Global Price List  
Software Investment Guide  
July 17, 2014

## Oracle E-Business Suite Applications Component Global Price List

Prices in USA (Dollar)

|  | License Price | Software Update License & Support | Metric                 | Minimum |
|--|---------------|-----------------------------------|------------------------|---------|
| <b>Governance, Risk and Compliance (GRC)</b>             |               |                                   |                        |         |
| Advanced Controls for E-Business Suite                   | 2,620         | 576.40                            | Monitored User         | 100     |
| Enterprise Governance, Risk, and Compliance Manager      | 4,995         | 1,098.90                          | Application User       | 50      |
| Option: Financial Governance                             | 1,595         | 350.90                            | Application User       | 50      |
| Fusion Governance, Risk, and Compliance Intelligence     | 4,595         | 1,010.90                          | Application User       | 10      |
| Application Access Controls Governor                     | 895           | 196.90                            | Monitored User         | 100     |
| Option: Application Access Controls for E-Business Suite | 200           | 44.00                             | Monitored User         | 100     |
| Configuration Controls Governor                          | 315           | 69.30                             | Monitored User         | 100     |
| Option: Configuration Controls for E-Business Suite      | 255           | 56.10                             | Monitored User         | 100     |
| Enterprise Transaction Controls Governor                 | 805           | 177.10                            | Monitored User         | 100     |
| Option: Procure to Pay Transaction Controls              | 165           | 36.30                             | Monitored User         | 100     |
| Option: Order to Cash Transaction Controls               | 110           | 24.20                             | Monitored User         | 100     |
| Option: Connector to E-Business Suite                    | 110           | 24.20                             | Monitored User         | 100     |
| Preventive Controls Governor                             | 575           | 126.50                            | Monitored User         | 100     |
| <b>Marketing and Sales</b>                               |               |                                   |                        |         |
| Marketing  | 5,795         | 1,274.90                          | Application User       | 10      |
| TeleSales  | 6,895         | 1,516.90                          | Application User       | 10      |
| Option: Advanced Pricing                                 | 2,295         | 504.90                            | Application User       | 10      |
| Field Sales  | 4,595         | 1,010.90                          | Application User       | 10      |
| Sales for Handhelds                                      | 485           | 106.70                            | Application User       | 10      |
| Quoting  | 1,395         | 306.90                            | Application User       | 10      |
| Option: Advanced Pricing                                 | 2,295         | 504.90                            | Application User       | 10      |
| Partner Management                                       | 1,145         | 251.90                            | Partner Organization   | 100     |
| Proposals  | 455           | 100.10                            | Application User       | 25      |
| Incentive Compensation                                   | 750           | 165.00                            | Compensated Individual | 10      |
| <b>Channel Revenue Management</b>                        |               |                                   |                        |         |
| Accounts Receivable Deductions Settlement                | 8,000         | 1,760.00                          | Application User       | 20      |
| Option: Channel Rebates and Point of Sale Management     | 6,000         | 1,320.00                          | Application User       | 20      |
| Option: Advanced Pricing                                 | 2,295         | 504.90                            | Application User       | 20      |
| Option: Supplier Ship and Debit                          | 3,000         | 660.00                            | Application User       | 20      |
| Option: Price Protection                                 | 3,000         | 660.00                            | Application User       | 20      |
| <b>Order Management</b>                                  |               |                                   |                        |         |
| Order Management   | 4,595         | 1,010.90                          | Application User       | 5       |
| Option: Advanced Pricing                                 | 0.2300        | 0.0506                            | Electronic Order Line  | 100,000 |
| Option: Release Management                               | 2,295         | 504.90                            | Application User       | 10      |
| Option: Release Management                               | 0.1200        | 0.0264                            | Electronic Order Line  | 100,000 |
| Option: Release Management                               | 4,595         | 1,010.90                          | Application User       | 10      |
| Option: Release Management                               | 0.2300        | 0.0506                            | Electronic Order Line  | 100,000 |
| Sales Contracts Configurator                             | 6,895         | 1,516.90                          | Application User       | 5       |
| Configurator   | 3,495         | 768.90                            | Application User       | 20      |
| Configurator   | 172,500       | 37,950.00                         | Processor              |         |
| iStore   | 115,000       | 25,300.00                         | Processor              | 2       |
| Supply Chain Event Management                            | 60,000        | 13,200.00                         | Processor              |         |
| <b>Logistics</b>   |               |                                   |                        |         |
| Inventory Management                                     | 4,595         | 1,010.90                          | Application User       | 5       |
| Option: Mobile Supply Chain Applications                 | 1,725         | 379.50                            | Application User       | 10      |
| Option: Warehouse Management                             | 3,450         | 759.00                            | Application User       | 20      |
| Transportation Management                                | 16,100        | 3,542.00                          | \$M Freight Under Mgt  | 25      |
| Option: Transportation Operational Planning              | 5,900         | 1,298.00                          | \$M Freight Under Mgt  | 25      |
| Option: Logistics Inventory Visibility                   | 3,100         | 682.00                            | \$M Freight Under Mgt  | 25      |
| Option: Forwarding and Brokerage Operations              | 6,200         | 1,364.00                          | \$M Freight Under Mgt  | 25      |
| Option: Freight Payment, Billing and Claims              | 7,300         | 1,606.00                          | \$M Freight Under Mgt  | 25      |
| Option: Transportation Sourcing                          | 3,100         | 682.00                            | \$M Freight Under Mgt  | 25      |
| Option: Transportation Cooperative Routing               | 4,600         | 1,012.00                          | \$M Freight Under Mgt  | 25      |
| Option: Fusion Transportation Intelligence               | 4,600         | 1,012.00                          | \$M Freight Under Mgt  | 25      |
| Option: Fleet Management                                 | 8,000         | 1,760.00                          | \$M Freight Under Mgt  | 25      |
| Landed Cost Management                                   | 350           | 77.00                             | \$M Cost of Goods Sold | 50      |
| Option: Advanced Pricing                                 | 100           | 22.00                             | \$M Cost of Goods Sold | 50      |
| Global Trade Management                                  | 600           | 132.00                            | \$M in Revenue         | 200     |
| Option: Trade Compliance                                 | 300           | 66.00                             | \$M in Revenue         | 200     |
| Option: Customs Management                               | 300           | 66.00                             | \$M in Revenue         | 200     |
| Option: Global Trade Intelligence                        | 300           | 66.00                             | \$M in Revenue         | 200     |
| Pedigree and Serialization Manager                       | 1,000         | 220.00                            | \$M Revenue Under Mgt  | 50      |
| In-Memory Logistics Command Center                       | 22,000        | 4,840.00                          | \$M Freight Under Mgt  | 100     |

## Oracle E-Business Suite Applications Component Global Price List

Prices in USA (Dollar)

|   | License Price | Software Update License & Support | Metric                 | Minimum |
|---|---------------|-----------------------------------|------------------------|---------|
| <b>Supply Chain Planning</b>                                      |               |                                   |                        |         |
| Advanced Supply Chain Planning                                    | 1,800         | 396.00                            | \$M Cost of Goods Sold | 60      |
| Option: Constraint Based Optimization                             | 435           | 95.70                             | \$M Cost of Goods Sold | 60      |
| Rapid Planning  | 1,800         | 396.00                            | \$M Cost of Goods Sold | 75      |
| Inventory Optimization  | 870           | 191.40                            | \$M Cost of Goods Sold | 60      |
| Global Order Promising  | 350           | 77.00                             | \$M Cost of Goods Sold | 60      |
| Collaborative Planning  | 580           | 127.60                            | \$M Cost of Goods Sold | 60      |
| Advanced Planning Command Center                                  | 1,200         | 264.00                            | \$M Cost of Goods Sold | 150     |
| Service Parts Planning  | 2,000         | 440.00                            | \$M Cost of Goods Sold | 150     |
| Strategic Network Optimization                                    | 1,400         | 308.00                            | \$M Cost of Goods Sold | 150     |
| Production Scheduling   | 1,210         | 266.20                            | \$M Cost of Goods Sold | 150     |
| Option: Repetitive Manufacturing Optimization                     | 390           | 85.80                             | \$M Cost of Goods Sold | 150     |
| Demantra Demand Management  | 1,800         | 396.00                            | \$M Cost of Goods Sold | 150     |
| Option: Demantra Advanced Forecasting and Demand Modeling         | 870           | 191.40                            | \$M Cost of Goods Sold | 150     |
| Option: Demantra Real-time Sales and Operations Planning          | 1,200         | 264.00                            | \$M Cost of Goods Sold | 150     |
| Demantra Predictive Trade Planning                                | 1,800         | 396.00                            | \$M Cost of Goods Sold | 150     |
| Option: Demantra Deduction and Settlement Management              | 870           | 191.40                            | \$M Cost of Goods Sold | 150     |
| Option: Demantra Trade Promotion Optimization                     | 870           | 191.40                            | \$M Cost of Goods Sold | 150     |
| Demand Signal Repository  | 2,900         | 638.00                            | \$M Revenue Under Mgt  | 500     |
| In-Memory Consumption-Driven Planning                             | 1,800         | 396.00                            | \$M Revenue Under Mgt  | 500     |
| In-Memory Performance-Driven Planning                             | 1,200         | 264.00                            | \$M Cost of Goods Sold | 300     |
| <b>Procurement</b>  |               |                                   |                        |         |
| Purchasing  | 4,595         | 1,010.90                          | Application User       | 5       |
| Option: Sourcing  | 9,195         | 2,022.90                          | Application User       | 5       |
| Option: Sourcing Optimization                                     | 1,150         | 253.00                            | Application User       | 5       |
| Option: iSupplier Portal  | 9,195         | 2,022.90                          | Application User       | 5       |
| Option: Procurement Contracts                                     | 6,895         | 1,516.90                          | Application User       | 5       |
| Option: Services Procurement                                      | 4,595         | 1,010.90                          | Application User       | 5       |
| Option: Advanced Pricing  | 2,295         | 504.90                            | Application User       | 5       |
| iProcurement  | 115           | 25.30                             | Application User       | 100     |
| Supplier Lifecycle Management                                     | 25            | 5.50                              | Record                 | 10,000  |
| <b>Manufacturing</b>  |               |                                   |                        |         |
| Discrete Manufacturing  | 4,595         | 1,010.90                          | Application User       | 10      |
| Option: Manufacturing Execution System for Discrete Manufacturing | 1,725         | 379.50                            | Application User       | 10      |
| Option: Mobile Supply Chain Applications                          | 1,725         | 379.50                            | Application User       | 10      |
| Option: Flow Manufacturing  | 3,495         | 768.90                            | Application User       | 10      |
| Option: Flow Sequencing   | 575           | 126.50                            | Application User       | 10      |
| Option: Outsourced Manufacturing for Discrete Industries          | 850           | 187.00                            | \$M Cost of Goods Sold | 50      |
| Process Manufacturing   | 4,595         | 1,010.90                          | Application User       | 10      |
| Option: Manufacturing Execution System for Process Manufacturing  | 1,725         | 379.50                            | Application User       | 10      |
| Option: Mobile Supply Chain Applications                          | 1,725         | 379.50                            | Application User       | 10      |
| Manufacturing Operations Center                                   | 1,725         | 379.50                            | \$M Cost of Goods Sold | 50      |
| In-Memory Cost Management for Discrete Industries                 | 25,000        | 5,500.00                          | Application User       | 25      |
| In-Memory Cost Management for Process Industries                  | 25,000        | 5,500.00                          | Application User       | 25      |
| <b>Asset Lifecycle Management</b>                                 |               |                                   |                        |         |
| Enterprise Asset Management                                       | 4,595         | 1,010.90                          | Application User       | 10      |
| Option: Self-Service Work Requests                                | 575           | 126.50                            | Application User       | 10      |
| Asset Tracking  | 6,895         | 1,516.90                          | Application User       | 50      |
| Property Manager  | 4,595         | 1,010.90                          | Application User       | 5       |
| <b>Service</b>  |               |                                   |                        |         |
| TeleService   | 4,595         | 1,010.90                          | Application User       | 10      |
| Service Contracts   | 6,895         | 1,516.90                          | Application User       | 10      |
| Option: Advanced Pricing  | 2,295         | 504.90                            | Application User       | 10      |
| Field Service   | 3,495         | 768.90                            | Field Technician       | 20      |
| Option: Spares Management   | 1,145         | 251.90                            | Field Technician       | 50      |
| Option: Advanced Scheduler  | 1,725         | 379.50                            | Field Technician       | 50      |
| Option: Mobile Field Service                                      | 1,145         | 251.90                            | Field Technician       | 50      |
| Depot Repair  | 4,595         | 1,010.90                          | Application User       | 10      |
| iSupport  | 57,500        | 12,650.00                         | Processor              | 2       |
| <b>Projects</b>   |               |                                   |                        |         |
| Project Costing   | 4,595         | 1,010.90                          | Application User       | 5       |
| Option: Project Billing   | 3,495         | 768.90                            | Application User       | 5       |
| Project Resource Management                                       | 225           | 49.50                             | Person                 | 50      |
| Project Collaboration   | 345           | 75.90                             | Application User       | 50      |
| Project Management  | 2,895         | 636.90                            | Application User       | 25      |
| Project Portfolio Analysis  | 6,895         | 1,516.90                          | Application User       | 10      |
| Project Contracts   | 6,895         | 1,516.90                          | Application User       | 10      |
| Project Procurement   | 1,000         | 220.00                            | Application User       | 25      |

Oracle E-Business Suite Applications Component Global Price List

Prices in USA (Dollar)

|   | License Price | Software Update License & Support | Metric           | Minimum |
|---|---------------|-----------------------------------|------------------|---------|
| <b>Product Lifecycle Management</b>   |               |                                   |                  |         |
| <b>Agile Product Lifecycle Management</b>   |               |                                   |                  |         |
| Agile Product Collaboration   | 6,545         | 1,439.90                          | Application User | 20      |
| Agile Product Governance and Compliance   | 3,995         | 878.90                            | Application User | 20      |
| Agile Product Cost Management   | 4,995         | 1,098.90                          | Application User | 20      |
| Agile Product Quality Management  | 2,995         | 658.90                            | Application User | 20      |
| Agile Product Portfolio Management  | 5,995         | 1,318.90                          | Application User | 20      |
| AutoVue 2D Professional for Agile   | 450           | 99.00                             | Application User | 20      |
| AutoVue Electro-Mechanical Professional for Agile   | 3,495         | 768.90                            | Application User | 20      |
| Agile Food and Drug Administration Validation Pack  | 50,000        | 11,000.00                         | Customer         | 1       |
| Agile Engineering Data Management   | 6,995         | 1,538.90                          | Application User | 10      |
| Option: Agile Product Workbench   | 4,995         | 1,098.90                          | Application User | 10      |
| Option: Agile Distributed File Management   | 75,000        | 16,500.00                         | Processor        | 2       |
| Product Lifecycle Analytics   | 5,800         | 1,276.00                          | Application User | 50      |
| Agile Customer Needs Management   | 3,995         | 878.90                            | Application User | 20      |
| Agile Material and Equipment Management for Pharmaceuticals   | 7,995         | 1,758.90                          | Application User | 20      |
| Agile Recipe Management for Pharmaceuticals   | 5,995         | 1,318.90                          | Application User | 20      |
| <b>Agile Product Lifecycle Management Integration Products</b>  |               |                                   |                  |         |
| Agile Engineering Collaboration   | 75,000        | 16,500.00                         | Processor        | 2       |
| Agile MCAD Connector  | 4,995         | 1,098.90                          | Application User | 10      |
| Agile ECAD Connector  | 6,995         | 1,538.90                          | Application User | 10      |
| Agile CAD Library Connector   | 75,000        | 16,500.00                         | Processor        | 2       |
| Agile ERP Adapter   | 100,000       | 22,000.00                         | Processor        | 2       |
| <b>Agile Product Lifecycle Management for Process</b>   |               |                                   |                  |         |
| Agile Product Data Management for Process   | 7,995         | 1,758.90                          | Application User | 20      |
| Option: Agile Formulation and Compliance for Process  | 6,995         | 1,538.90                          | Application User | 20      |
| Option: Agile Product Supplier Collaboration for Process  | 1,995         | 438.90                            | Application User | 20      |
| Option: Agile Product Quality Management for Process  | 2,995         | 658.90                            | Application User | 20      |
| Agile New Product Development and Introduction for Process  | 4,995         | 1,098.90                          | Application User | 20      |
| <b>Enterprise Visualization</b>   |               |                                   |                  |         |
| AutoVue Office  | 115           | 25.30                             | Application User | 1       |
| AutoVue 2D Professional   | 450           | 99.00                             | Application User | 1       |
| AutoVue 3D Professional Advanced  | 1,725         | 379.50                            | Application User | 1       |
| AutoVue EDA Professional  | 1,725         | 379.50                            | Application User | 1       |
| AutoVue Electro-Mechanical Professional   | 3,495         | 768.90                            | Application User | 1       |
| AutoVue VueLink Integration   | 29,000        | 6,380.00                          | Computer         | 1       |
| AutoVue Mobile  | 25,000        | 5,500.00                          | Computer         | 1       |
| AutoVue Office Document Print Service   | 25,000        | 5,500.00                          | Computer         | 1       |
| AutoVue 2D Document Print Service   | 50,000        | 11,000.00                         | Computer         | 1       |
| AutoVue 3D Document Print Service   | 75,000        | 16,500.00                         | Computer         | 1       |
| <b>Financial</b>  |               |                                   |                  |         |
| Financials  | 4,595         | 1,010.90                          | Application User | 5       |
| Option: Environmental Accounting and Reporting  | 1,995         | 438.90                            | Application User | 5       |
| Advanced Collections  | 1,395         | 306.90                            | Application User | 10      |
| Internet Expenses   | 6             | 1.32                              | Expense Report   | 1,000   |
| iReceivables  | 58            | 12.76                             | 1K Invoice Line  | 20      |
| Treasury  | 28,795        | 6,334.90                          | Application User | 4       |
| Financials Accounting Hub   | 175           | 38.50                             | Employee         | 1,000   |
| <b>Human Resources</b>  |               |                                   |                  |         |
| Human Resources   | 185           | 40.70                             | Employee         | 100     |
| Self-Service Human Resources  | 40            | 8.80                              | Employee         | 100     |
| Advanced Benefits   | 85            | 18.70                             | Employee         | 500     |
| Compensation Workbench  | 70            | 15.40                             | Employee         | 100     |
| iRecruitment  | 75            | 16.50                             | Employee         | 500     |
| Payroll   | 225           | 49.50                             | Employee         | 500     |
| Performance Management  | 105           | 23.10                             | Employee         | 100     |
| Time and Labor  | 110           | 24.20                             | Employee         | 100     |
| Workforce Scheduling  | 225           | 49.50                             | Employee         | 1,000   |
| Succession Planning   | 70            | 15.40                             | Employee         | 100     |
| <b>Learning Management</b>  |               |                                   |                  |         |
| Learning Management   | 105           | 23.10                             | Trainee          | 100     |
| iLearning   | 52            | 11.44                             | Trainee          | 100     |
| <b>E-Business Suite Extensions for Oracle Endeca</b>  |               |                                   |                  |         |
| <b>E-Business Suite Applications Extensions for Oracle Endeca</b><br>(Licensed per product for Channel Revenue Management, Cost Management, Depot Repair, Discrete Manufacturing, Enterprise Asset Management, Field Service, Installed Base, Inventory Management, Order Management, Payables, Process Manufacturing, Project Management, Quality, Receivables, Service Contracts, TeleService or Warehouse Management.) | 1,000         | 220.00                            | Application User | 25      |
| <b>E-Business Suite Self-Service Applications Extensions for Oracle Endeca</b>  |               |                                   |                  |         |
| iProcurement Extensions for Oracle Endeca   | 50            | 11.00                             | Application User | 100     |
| Learning Management Extensions for Oracle Endeca  | 25            | 5.50                              | Trainee          | 100     |
| Human Resources Extensions for Oracle Endeca  | 25            | 5.50                              | Employee         | 100     |
| iRecruitment Extensions for Oracle Endeca   | 25            | 5.50                              | Employee         | 500     |

Oracle E-Business Suite Applications Component Global Price List

Prices in USA (Dollar)

|  | License Price | Software Update License & Support | Metric           | Minimum   |
|--|---------------|-----------------------------------|------------------|-----------|
| <b>Master Data Management</b>  |               |                                   |                  |           |
| <b>Master Data Management - Customer Hub for B2B</b>   |               |                                   |                  |           |
| Customer Hub B2B   | 9             | 1.98                              | Record           | 50,000    |
| Customer Hub Add-On B2B for Siebel CRM and Oracle E-Business Suite   | 4.50          | 0.9900                            | Record           | 50,000    |
| <b>Customer Hub &amp; Customer Hub Add-on Options</b> <i>(Customer Hub options are available only with Siebel Universal Customer Master (UCM))</i> |               |                                   |                  |           |
| Option: Activity Hub B2B   | 3.20          | 0.7000                            | Record           | 50,000    |
| Option: Field Service Hub B2B  | 3.20          | 0.7000                            | Record           | 50,000    |
| Option: Marketing Hub B2B  | 3.20          | 0.7000                            | Record           | 50,000    |
| Option: Sales Hub B2B  | 3.20          | 0.7000                            | Record           | 50,000    |
| Option: Service Hub B2B  | 3.20          | 0.7000                            | Record           | 50,000    |
| <b>Master Data Management - Customer Hub for B2C</b>   |               |                                   |                  |           |
| Customer Hub B2C   | 0.4600        | 0.1000                            | Record           | 1,000,000 |
| Customer Hub Add-On B2C for Siebel CRM and Oracle E-Business Suite   | 0.2300        | 0.0500                            | Record           | 1,000,000 |
| <b>Customer Hub &amp; Customer Hub Add-on Options</b> <i>(Customer Hub options are available only with Siebel Universal Customer Master (UCM))</i> |               |                                   |                  |           |
| Option: Activity Hub B2C   | 0.1600        | 0.0400                            | Record           | 1,000,000 |
| Option: Field Service Hub B2C  | 0.1600        | 0.0400                            | Record           | 1,000,000 |
| Option: Marketing Hub B2C  | 0.1600        | 0.0400                            | Record           | 1,000,000 |
| Option: Privacy Management Policy Hub B2C  | 0.3200        | 0.0700                            | Record           | 1,000,000 |
| Option: Sales Hub B2C  | 0.1600        | 0.0400                            | Record           | 1,000,000 |
| Option: Service Hub B2C  | 0.1600        | 0.0400                            | Record           | 1,000,000 |
| <b>Master Data Management - Site Hub</b>   |               |                                   |                  |           |
| Site Hub   | 200           | 44.00                             | Record           | 1,000     |
| Site Hub Add-On for Oracle E-Business Suite  | 100           | 22.00                             | Record           | 1,000     |
| <b>Master Data Management - Supplier Hub</b>   |               |                                   |                  |           |
| Supplier Hub   | 33            | 7.26                              | Record           | 10,000    |
| Supplier Hub Add-On for Oracle E-Business Suite  | 17            | 3.63                              | Record           | 10,000    |
| <b>Master Data Management - Vertical Customer Hub</b>  |               |                                   |                  |           |
| Automotive Captive Finance Customer Hub  | 1.60          | 0.3500                            | Record           | 1,000,000 |
| Case Hub   | 0.3700        | 0.0800                            | Record           | 1,000,000 |
| Higher Education Constituent Hub   | 1.30          | 0.2900                            | Record           | 300,000   |
| Life Sciences Customer Hub   | 2.90          | 0.6400                            | Record           | 1,000,000 |
| <b>Master Data Management - Product Information Management</b>   |               |                                   |                  |           |
| Product Hub  | 14            | 3.08                              | Record           | 20,000    |
| Product Hub Add-on   | 7             | 1.54                              | Record           | 20,000    |
| <b>Master Data Management - Vertical Product Hub</b>   |               |                                   |                  |           |
| Product Hub for Retail   | 6             | 1.32                              | Record           | 200,000   |
| Product Hub for Retail Add-on  | 3.00          | 0.6600                            | Record           | 200,000   |
| Product Hub for Communications   | 150           | 33.00                             | Record           | 5,000     |
| Product Hub for Communications Add-on  | 75            | 16.50                             | Record           | 5,000     |
| <b>Master Data Management - Administrative &amp; Development</b>   |               |                                   |                  |           |
| Customer Hub Data Steward  | 5,795         | 1,274.90                          | Application User | 10        |
| Higher Education Constituent Hub Data Steward  | 5,795         | 1,274.90                          | Application User | 10        |
| Product Hub Data Steward   | 5,795         | 1,274.90                          | Application User | 20        |
| Site Hub Data Steward  | 5,795         | 1,274.90                          | Application User | 1         |
| Supplier Hub Data Steward  | 5,795         | 1,274.90                          | Application User | 10        |
| <b>Master Data Management - Data Quality</b>   |               |                                   |                  |           |
| Enterprise Data Quality Standardization and Match  | 275,000       | 60,500.00                         | Processor        | 4         |
| Enterprise Data Quality Product Data Extension   | 150,000       | 33,000.00                         | Processor        | 4         |
| Enterprise Data Quality Address Verification Server  | 63,300        | 13,926.00                         | Processor        | 4         |
| Enterprise Data Quality Profile and Audit  | 150,000       | 33,000.00                         | Processor        | 4         |
| Watchlist Screening  | 200,000       | 44,000.00                         | Processor        | 4         |
| Data Quality Matching Server   | 125,000       | 27,500.00                         | Processor        | 4         |
| Data Quality Address Validation Server   | 63,300        | 13,926.00                         | Processor        | 4         |
| Data Quality Profiling Server  | 150,000       | 33,000.00                         | Processor        | 4         |
| Data Quality Parsing and Standardization Server  | 150,000       | 33,000.00                         | Processor        | 4         |

Oracle E-Business Suite Applications Component Global Price List

Prices in USA (Dollar)

|  | License Price | Software Update License & Support | Metric                        | Minimum        |
|--|---------------|-----------------------------------|-------------------------------|----------------|
| <b>Application Testing</b>   |               |                                   |                               |                |
| Functional Testing Suite for Oracle Applications   | 12,000        | 2,640.00                          | Named User Plus               | not applicable |
| Load Testing Suite for Oracle Applications   | 125           | 27.50                             | Named User Plus               | 50             |
| <b>Application Integration Architecture</b>  |               |                                   |                               |                |
| Application Integration Architecture Foundation Pack   | 46,000        | 10,120.00                         | Processor                     | 1              |
|  | 920           | 202.40                            | Named User Plus               | 1              |
| Application Integration Architecture Foundation Pack Extension for Communications  | 46,000        | 10,120.00                         | Processor                     | 1              |
|  | 920           | 202.40                            | Named User Plus               | 1              |
| Application Integration Architecture Foundation Pack Extension for Insurance   | 46,000        | 10,120.00                         | Processor                     | 1              |
|  | 920           | 202.40                            | Named User Plus               | 1              |
| Application Integration Architecture Foundation Pack Extension for Utilities   | 46,000        | 10,120.00                         | Processor                     | 1              |
|  | 920           | 202.40                            | Named User Plus               | 1              |
| Agile Product Lifecycle Management Integration Pack for Oracle E-Business Suite: Design to Release   | 70,000        | 15,400.00                         | Processor                     | 1              |
| Agile Product Lifecycle Management Integration Pack for SAP: Design to Release   | 50,000        | 11,000.00                         | Processor                     | 1              |
| Communications Billing and Revenue Management Integration Pack for Oracle E-Business Suite: Revenue Accounting   | 35,000        | 7,700.00                          | Processor                     | 1              |
| Demantra Sales and Operations Planning Integration to Hyperion Planning  | 35,000        | 7,700.00                          | Processor                     | 1              |
| Design to Release Integration Pack for Agile Product Lifecycle Management and JD Edwards EnterpriseOne   | 70,000        | 15,400.00                         | Processor                     | 1              |
| Driver Management Integration Pack for Oracle Transportation Management and Oracle E-Business Suite  | 70,000        | 15,400.00                         | Processor                     | 1              |
| Enterprise Taxation Management Integration for Oracle E-Business Suite Financials General Ledger and Accounts Payable  | 35,000        | 7,700.00                          | Processor                     | 1              |
| Financial Management Integration Pack for Oracle Transportation Management and Oracle E-Business Suite   | 70,000        | 15,400.00                         | Processor                     | 1              |
| Financial Operations Control Integration Pack for Oracle Retail Merchandise Operations Management and E-Business Suite Financials  | 70,000        | 15,400.00                         | Processor                     | 1              |
| Lead to Order Integration Pack for Oracle CRM On Demand and Oracle E-Business Suite  | 35,000        | 7,700.00                          | Processor                     | 1              |
| Order Management Integration Pack for Oracle Transportation Management, Oracle E-Business Suite and Siebel CRM   | 105,000       | 23,100.00                         | Processor                     | 1              |
| Customer Master Data Management Integration Base Pack  | 15,000        | 3,300.00                          | Processor                     | 1              |
| Customer Master Data Management Integration Option   | 10,000        | 2,200.00                          | Processor                     | 1              |
| Product Master Data Management Integration Base Pack   | 15,000        | 3,300.00                          | Processor                     | 1              |
| Product Master Data Management Integration Option  | 10,000        | 2,200.00                          | Processor                     | 1              |
| Siebel Call Center Integration Pack for Oracle Adverse Event Reporting System  | 35,000        | 7,700.00                          | Processor                     | 1              |
| Siebel CRM Integration to Oracle Incentive Compensation  | 35,000        | 7,700.00                          | Processor                     | 1              |
| Siebel CRM Integration Pack for Oracle Order Management  | 105,000       | 23,100.00                         | Processor                     | 1              |
| Utilities Customer Care and Billing Integration to Oracle E-Business Suite Financials for General Ledger and Accounts Payable  | 35,000        | 7,700.00                          | Processor                     | 1              |
| <b>Interaction Center Technology</b>   |               |                                   |                               |                |
| Advanced Inbound Telephony   | 1,145         | 251.90                            | Workstation                   | 50             |
| Advanced Outbound Telephony  | 1,145         | 251.90                            | Workstation                   | 50             |
| Scripting  | 695           | 152.90                            | Workstation                   | 50             |
| Email Center   | 2,295         | 504.90                            | Workstation                   | 50             |
| <b>Other</b>   |               |                                   |                               |                |
| Applications Read-Only User<br>(Licensed per product for Financials, Purchasing, Project Costing, Service Contracts, Project Contracts, Sales Contracts, Discrete Manufacturing, or Process Manufacturing) | 1,725         | 379.50                            | Application Read-Only User    | 1              |
| Exchange Marketplace   | 5,800         | 1,276.00                          | \$M Annual Transaction Volume | 300            |

Oracle E-Business Suite Applications Component Global Price List

Prices in USA (Dollar)

|  | License Price | Software Update License & Support | Metric           | Minimum        |
|--|---------------|-----------------------------------|------------------|----------------|
| <b>User Productivity Kit</b>   |               |                                   |                  |                |
| User Productivity Kit Standard   | 17,500        | 3,850.00                          | UPK Developer    | 1              |
| User Productivity Kit Standard   | 90            | 19.80                             | Application User | 50             |
| User Productivity Kit Standard   | 45            | 9.90                              | Employee         | 500            |
| User Productivity Kit Professional   | 17,500        | 3,850.00                          | UPK Developer    | 1              |
| User Productivity Kit Professional   | 100           | 22.00                             | Application User | 50             |
| User Productivity Kit Professional   | 50            | 11.00                             | Employee         | 500            |
| <b>User Productivity Kit Content Materials for Marketing and Sales</b>   |               |                                   |                  |                |
| Oracle E-Business Suite UPK for Oracle Incentive Compensation<br>(up to 4K employees and up to \$1 billion in revenue)         | 17,500        | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| <b>User Productivity Kit Content Materials for Channel Revenue Management</b>  |               |                                   |                  |                |
| Oracle E-Business Suite UPK for Oracle Price Protection<br>(up to 4K employees and up to \$1 billion in revenue)               | 8,800         | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module       | not applicable |
| <b>User Productivity Kit Content Materials for Order Management</b>  |               |                                   |                  |                |
| Oracle E-Business Suite UPK for Order Management<br>(up to 4K employees and up to \$1 billion in revenue)                      | 17,500        | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| Oracle E-Business Suite UPK for Shipping Execution<br>(up to 4K employees and up to \$1 billion in revenue)                    | 17,500        | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| <b>User Productivity Kit Content Materials for Logistics</b>   |               |                                   |                  |                |
| Oracle E-Business Suite UPK for Inventory<br>(up to 4K employees and up to \$1 billion in revenue)                             | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 70,000        | 15,400.00                         | UPK Module       | not applicable |
| Oracle E-Business Suite UPK for Oracle Warehouse Management<br>(up to 4K employees and up to \$1 billion in revenue)           | 17,500        | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| <b>User Productivity Kit Content Materials for Supply Chain Planning</b>   |               |                                   |                  |                |
| Oracle E-Business Suite UPK for Oracle Advanced Supply Chain Planning<br>(up to 4K employees and up to \$1 billion in revenue) | 17,500        | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| Oracle E-Business Suite UPK for Oracle Rapid Planning<br>(up to 4K employees and up to \$1 billion in revenue)                 | 17,500        | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| Oracle E-Business Suite UPK for Oracle Inventory Optimization<br>(up to 4K employees and up to \$1 billion in revenue)         | 8,800         | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module       | not applicable |
| Oracle E-Business Suite UPK for Oracle Global Order Promising<br>(up to 4K employees and up to \$1 billion in revenue)         | 8,800         | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module       | not applicable |
| Oracle E-Business Suite UPK for Oracle Collaborative Planning<br>(up to 4K employees and up to \$1 billion in revenue)         | 8,800         | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module       | not applicable |
| Oracle E-Business Suite UPK for Oracle Service Parts Planning<br>(up to 4K employees and up to \$1 billion in revenue)         | 8,800         | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module       | not applicable |
| Oracle E-Business Suite UPK for Oracle Strategic Network Optimization<br>(up to 4K employees and up to \$1 billion in revenue) | 17,500        | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| Demantra UPK for Demantra Demand Management<br>(up to 4K employees and up to \$1 billion in revenue)                           | 8,800         | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module       | not applicable |
| Demantra UPK Fundamentals for Demantra Demand Management<br>(up to 4K employees and up to \$1 billion in revenue)              | 8,800         | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module       | not applicable |
| Demantra UPK for Demantra Real-Time Sales and Operations Planning<br>(up to 4K employees and up to \$1 billion in revenue)     | 8,800         | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module       | not applicable |
| Demantra UPK for Demantra Predictive Trade Planning<br>(up to 4K employees and up to \$1 billion in revenue)                   | 17,500        | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| Demantra UPK for Demantra Deduction and Settlement Management<br>(up to 4K employees and up to \$1 billion in revenue)         | 8,800         | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module       | not applicable |
| <b>User Productivity Kit Content Materials for Procurement</b>   |               |                                   |                  |                |
| Oracle E-Business Suite UPK Purchasing<br>(up to 4K employees and up to \$1 billion in revenue)                                | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 70,000        | 15,400.00                         | UPK Module       | not applicable |
| Oracle E-Business Suite UPK for Oracle Sourcing<br>(up to 4K employees and up to \$1 billion in revenue)                       | 17,500        | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| Oracle E-Business Suite UPK iSupplier Portal<br>(up to 4K employees and up to \$1 billion in revenue)                          | 17,500        | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| Oracle E-Business Suite UPK iProcurement<br>(up to 4K employees and up to \$1 billion in revenue)                              | 8,800         | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module       | not applicable |

## Oracle E-Business Suite Applications Component Global Price List

Prices in USA (Dollar)

|  | License Price | Software Update License & Support | Metric     | Minimum        |
|--|---------------|-----------------------------------|------------|----------------|
| <b>User Productivity Kit Content Materials for Manufacturing</b>   |               |                                   |            |                |
| Oracle E-Business Suite UPK for Work in Process<br>(up to 4K employees and up to \$1 billion in revenue)   | 8,800         | 1,936.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Oracle Discrete Manufacturing Bills of Material<br>(up to 4K employees and up to \$1 billion in revenue)           | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Oracle Discrete Manufacturing, Engineering<br>(up to 4K employees and up to \$1 billion in revenue)                | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Oracle Discrete Manufacturing Quality<br>(up to 4K employees and up to \$1 billion in revenue)                     | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Manufacturing Execution System for Discrete Manufacturing<br>(up to 4K employees and up to \$1 billion in revenue) | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Oracle Flow Manufacturing, Electronic Kanban<br>(up to 4K employees and up to \$1 billion in revenue)              | 8,800         | 1,936.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Process Manufacturing: Product Development<br>(up to 4K employees and up to \$1 billion in revenue)                | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Process Manufacturing Process Costing<br>(up to 4K employees and up to \$1 billion in revenue)                     | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Process Manufacturing: Process Execution<br>(up to 4K employees and up to \$1 billion in revenue)                  | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Oracle Process Manufacturing, Process Quality<br>(up to 4K employees and up to \$1 billion in revenue)             | 8,800         | 1,936.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Oracle Process Manufacturing: System Administration<br>(up to 4K employees and up to \$1 billion in revenue)       | 8,800         | 1,936.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Manufacturing Execution System for Process Execution<br>(up to 4K employees and up to \$1 billion in revenue)      | 8,800         | 1,936.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Oracle Process Manufacturing Regulatory Management<br>(up to 4K employees and up to \$1 billion in revenue)        | 8,800         | 1,936.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Oracle Manufacturing Operations Center<br>(up to 4K employees and up to \$1 billion in revenue)                    | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| <b>User Productivity Kit Content Materials for Asset Lifecycle Management</b>  |               |                                   |            |                |
| Oracle E-Business Suite UPK for Oracle Enterprise Asset Management<br>(up to 4K employees and up to \$1 billion in revenue)                        | 35,000        | 7,700.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 70,000        | 15,400.00                         | UPK Module | not applicable |
| <b>User Productivity Kit Content Materials for Service</b>   |               |                                   |            |                |
| Oracle E-Business Suite UPK for Oracle Service Contracts<br>(up to 4K employees and up to \$1 billion in revenue)                                  | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Oracle Field Service<br>(up to 4K employees and up to \$1 billion in revenue)                                      | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Oracle Depot Repair<br>(up to 4K employees and up to \$1 billion in revenue)                                       | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Oracle iSupport<br>(up to 4K employees and up to \$1 billion in revenue)   | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| <b>User Productivity Kit Content Materials for Projects</b>  |               |                                   |            |                |
| Oracle E-Business Suite UPK for Project Costing<br>(up to 4K employees and up to \$1 billion in revenue)   | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Project Billing<br>(up to 4K employees and up to \$1 billion in revenue)   | 8,800         | 1,936.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Project Resource Management<br>(up to 4K employees and up to \$1 billion in revenue)                               | 8,800         | 1,936.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Project Management<br>(up to 4K employees and up to \$1 billion in revenue)  | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Project Foundation<br>(up to 4K employees and up to \$1 billion in revenue)  | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |

## Oracle E-Business Suite Applications Component Global Price List

Prices in USA (Dollar)

|  | License Price | Software Update License & Support | Metric     | Minimum        |
|--|---------------|-----------------------------------|------------|----------------|
| <b>User Productivity Content Materials for Product Lifecycle Management</b>  |               |                                   |            |                |
| Agile UPK for Agile Administrator<br>(up to 4K employees and up to \$1 billion in revenue)   | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Agile UPK for Agile Product Collaboration<br>(up to 4K employees and up to \$1 billion in revenue)                                 | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Agile UPK for Agile Product Governance and Compliance<br>(up to 4K employees and up to \$1 billion in revenue)                     | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Agile UPK for Agile Product Cost Management<br>(up to 4K employees and up to \$1 billion in revenue)                               | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Agile UPK for Agile Product Quality Management<br>(up to 4K employees and up to \$1 billion in revenue)                            | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Agile UPK for Agile Product Portfolio Management<br>(up to 4K employees and up to \$1 billion in revenue)                          | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Agile UPK Fundamentals for Product Lifecycle Management<br>(up to 4K employees and up to \$1 billion in revenue)                   | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Agile UPK for Agile Customer Needs Management<br>(up to 4K employees and up to \$1 billion in revenue)                             | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Agile UPK for Agile Material and Equipment Management for Pharmaceuticals<br>(up to 4K employees and up to \$1 billion in revenue) | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Agile UPK for Agile Recipe Management for Pharmaceuticals<br>(up to 4K employees and up to \$1 billion in revenue)                 | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| <b>User Productivity Kit Content Materials for Financials</b>  |               |                                   |            |                |
| Oracle E-Business Suite UPK Payables<br>(up to 4K employees and up to \$1 billion in revenue)                                      | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK Receivables<br>(up to 4K employees and up to \$1 billion in revenue)                                   | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK General Ledger<br>(up to 4K employees and up to \$1 billion in revenue)                                | 35,000        | 7,700.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 70,000        | 15,400.00                         | UPK Module | not applicable |
| Oracle E-Business Suite UPK Financials Centralized Solution Set<br>(up to 4K employees and up to \$1 billion in revenue)           | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK Assets<br>(up to 4K employees and up to \$1 billion in revenue)  | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Oracle Advanced Collections<br>(up to 4K employees and up to \$1 billion in revenue)               | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK Internet Expenses<br>(up to 4K employees and up to \$1 billion in revenue)                             | 8,800         | 1,936.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Oracle U.S. Federal Financials<br>(up to 4K employees and up to \$1 billion in revenue)            | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| <b>User Productivity Kit Content Materials for Human Resources</b>   |               |                                   |            |                |
| Oracle E-Business Suite UPK Human Resources<br>(up to 4K employees and up to \$1 billion in revenue)                               | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK Self-Service Human Resources<br>(up to 4K employees and up to \$1 billion in revenue)                  | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Oracle Compensation Workbench<br>(up to 4K employees and up to \$1 billion in revenue)             | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for iRecruitment<br>(up to 4K employees and up to \$1 billion in revenue)                              | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK Payroll<br>(up to 4K employees and up to \$1 billion in revenue)                                       | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK Performance Management<br>(up to 4K employees and up to \$1 billion in revenue)                        | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK Time and Labor<br>(up to 4K employees and up to \$1 billion in revenue)                                | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| <b>User Productivity Kit Content Materials for Learning Management</b>   |               |                                   |            |                |
| Oracle E-Business Suite UPK for Learning Management<br>(up to 4K employees and up to \$1 billion in revenue)                       | 17,500        | 3,850.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000        | 7,700.00                          | UPK Module | not applicable |
| <b>User Productivity Kit Content Materials for Master Data Management</b>  |               |                                   |            |                |
| Oracle E-Business Suite UPK for Oracle Site Hub<br>(up to 4K employees and up to \$1 billion in revenue)                           | 8,800         | 1,936.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600        | 3,872.00                          | UPK Module | not applicable |
| Oracle E-Business Suite UPK for Oracle Product Hub<br>(up to 4K employees and up to \$1 billion in revenue)                        | 35,000        | 7,700.00                          | UPK Module | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 70,000        | 15,400.00                         | UPK Module | not applicable |

Oracle E-Business Suite Applications Component Global Price List

Prices in USA (Dollar)

|   | License Price | Software Update License & Support | Metric                    | Minimum        |
|---|---------------|-----------------------------------|---------------------------|----------------|
| <b>User Productivity Kit Content Materials for Public Sector/University</b>   |               |                                   |                           |                |
| 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)            | 17,500        | 3,850.00                          | UPK Module                | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000        | 7,700.00                          | UPK Module                | not applicable |
| 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)              | 17,500        | 3,850.00                          | UPK Module                | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000        | 7,700.00                          | UPK Module                | not applicable |
| 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)      | 8,800         | 1,936.00                          | UPK Module                | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 17,600        | 3,872.00                          | UPK Module                | not applicable |
| 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) | 8,800         | 1,936.00                          | UPK Module                | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 17,600        | 3,872.00                          | UPK Module                | not applicable |
| 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)          | 8,800         | 1,936.00                          | UPK Module                | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 17,600        | 3,872.00                          | UPK Module                | not applicable |
| <b>User Productivity Kit Content Materials for Financial Services</b>   |               |                                   |                           |                |
| Oracle E-Business Suite UPK for Oracle Lease and Finance Management (up to 4K employees and up to \$1 billion in revenue)   | 17,500        | 3,850.00                          | UPK Module                | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000        | 7,700.00                          | UPK Module                | not applicable |
| <b>User Productivity Kit Content Materials for High Tech</b>  |               |                                   |                           |                |
| Oracle E-Business Suite UPK for Shop Floor Management (up to 4K employees and up to \$1 billion in revenue)   | 17,500        | 3,850.00                          | UPK Module                | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000        | 7,700.00                          | UPK Module                | not applicable |
| <b>User Productivity Kit Content Materials for Aerospace, Defense and Transportation</b>  |               |                                   |                           |                |
| Oracle E-Business Suite UPK for Oracle Complex Maintenance, Repair, and Overhaul (up to 4K employees and up to \$1 billion in revenue)  | 17,500        | 3,850.00                          | UPK Module                | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000        | 7,700.00                          | UPK Module                | not applicable |
| <b>Other User Productivity Kit Content Materials</b>  |               |                                   |                           |                |
| Oracle E-Business Suite UPK Fundamentals for Oracle E-Business Suite (up to 4K employees and up to \$1 billion in revenue)  | 17,500        | 3,850.00                          | UPK Module                | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000        | 7,700.00                          | UPK Module                | not applicable |
| Oracle E-Business Suite UPK for Oracle Install Base (up to 4K employees and up to \$1 billion in revenue)   | 17,500        | 3,850.00                          | UPK Module                | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000        | 7,700.00                          | UPK Module                | not applicable |
| Oracle E-Business Suite UPK for E-Business Suite Tools and Technologies (up to 4K employees and up to \$1 billion in revenue)   | 17,500        | 3,850.00                          | UPK Module                | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000        | 7,700.00                          | UPK Module                | not applicable |
| <b>Vertical Applications</b>  |               |                                   |                           |                |
| <b>Communications/Utilities</b>   |               |                                   |                           |                |
| CRL Financial Management  | 287,500       | 63,250.00                         | Module                    | 1              |
|   | 0.2900        | 0.0638                            | Per Subscriber Thereafter | 1              |
| Telco Provisioning  | 287,500       | 63,250.00                         | Module                    | 1              |
|   | 1.75          | 0.3850                            | Per Subscriber Thereafter | 1              |
| Number Portability  | 287,500       | 63,250.00                         | Module                    | 1              |
|   | 12            | 2.64                              | Ported Number/Year        | 1              |
| Telecommunications Billing Integrator   | 6             | 1.32                              | Employee                  | 50,000         |
| <b>Public Sector/University</b>   |               |                                   |                           |                |
| Grants  | 4,595         | 1,010.90                          | Application User          | 5              |
| Loans   | 4,595         | 1,010.90                          | Application User          | 10             |
| Contract Lifecycle Management for Public Sector   | 19,995        | 4,398.90                          | Application User          | 10             |
| <b>Financial Services</b>   |               |                                   |                           |                |
| Financial Services Funds Transfer Pricing   | 12,500        | 2,750.00                          | \$B in Total Assets       | 30             |
| Financial Services Asset Liability Management   | 12,500        | 2,750.00                          | \$B in Total Assets       | 30             |
| Financial Services Analytical Applications Infrastructure   | 5,000         | 1,100.00                          | \$B in Total Assets       | 30             |
| Financial Services Profitability Management   | 12,500        | 2,750.00                          | \$B in Total Assets       | 30             |
| Financial Services Pricing Management, Transfer Pricing Component   | 12,500        | 2,750.00                          | \$B in Total Assets       | 30             |
| Financial Services Provisioning   | 0.2300        | 0.0506                            | Service Order Line        | 50,000         |
| Lease and Finance Management  | 2,300         | 506.00                            | \$M Managed Assets        | 500            |
| <b>High Tech</b>  |               |                                   |                           |                |
| Shop Floor Management   | 2,300         | 506.00                            | \$M Cost of Goods Sold    | 30             |
| Supply Chain Trading Connector for RosettaNet   | 57,500        | 12,650.00                         | PIP                       | 2              |
| <b>Aerospace, Defense and Transportation</b>  |               |                                   |                           |                |
| Complex Maintenance, Repair & Overhaul  | 17,300        | 3,806.00                          | Application User          | 10             |
| <b>Oracle Education Subscription</b>  |               |                                   |                           |                |
| iLearning Subscription <sup>*</sup>   | 55            | Hosted Named User                 | Yearly                    | \$5,000.00     |

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

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

The list support price for term licenses is 22% of the list perpetual license fee, as listed in the price list. The term license percentages are not applied to the list support price.

## DEFINITIONS

**Named User Plus:** is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. 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 Hosts, 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 and Provisioning and Patch Automation Pack, only the users of the program that is being managed/monitored are counted for the purpose of determining the number of 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 Load Testing Suite for Oracle Applications, each emulated human user and non human operated device shall be considered as a virtual user and shall be counted for the purpose of determining the number of Named User Plus 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.

**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, Test Data Management Pack for Non-Oracle Databases, and, Provisioning and Patch Automation Pack, only the processors on which the program that is being managed/monitored are running are counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, 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, Real User Experience Insight, all processors on which the middleware 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: 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, and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purposes 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, 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.

For the purposes of the following program: Oracle GoldenGate, only (a) the processors running the Oracle database from which you capture data and (b) the processors running 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 processors running the Non Oracle database from which you capture data and (b) the processors running 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 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 purpose of the following programs: Oracle Golden Gate Application Adapters, only the processors running the source Oracle or non Oracle database(s) from which you capture data must be counted for the purpose of determining the number of licenses required. In the instance of multiple source databases, all processors for all sources must be counted.

For the purposes of the following program: Database Firewall, only the processors of the database sources which are protected or monitored must be counted for the purpose of determining the number of licenses required.

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

**Application Read-Only User:** is defined as an individual authorized by you to run only queries or reports against the application program for which you have also acquired non read-only licenses, regardless of whether the individual is actively using the programs at any given time.

**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 Real-Time Collaboration users, a Collaboration Program User within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

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

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

## DEFINITIONS (Continued)

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

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

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

**Warehouse Builder Connector:** is defined as a software product that connects an Oracle database where the Oracle Warehouse Builder code is deployed, to an external product (e.g., SAP). A unique connector is required for each distinct external product for which the Oracle database is required to interface.

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

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

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

**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 Oracle 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 User:** is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

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

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

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

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

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

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

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

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

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Advanced Controls for E-Business Suite, Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, and Preventive Controls Governor, 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: Advanced Controls for PeopleSoft Enterprise, 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.

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

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

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

**Person:** is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

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

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

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

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

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

For purposes of the Site Hub application, a record will be defined as the total number of unique site database records stored in the RRS\_SITES\_B table of the Site Hub application. 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 the store, an ATM, etc.) which is stored as a site in the Oracle Site Hub product.

For the purpose of Oracle Supplier Lifecycle Management and Oracle Supplier Hub applications, a record is a unique business entity or company record, which is stored as Supplier in AP\_SUPPLIERS table of the Oracle Supplier Lifecycle Management and Oracle Supplier Hub products.

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

## DEFINITIONS (Continued)

**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.

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

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

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

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

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

**Trainee:** is defined as an employee, contractor, student or other person who is being recorded 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 Module:** is defined as the functional software component described in the program documentation.

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

**\$B in Total Assets:** is defined as one billion US dollars (insert equivalent amount of local currency in these parens using the corporate treasury exchange rate found on eSource. Check <http://esource.oraclecorp.com> License > Pricing > Price List > Exchange Rates) of your latest published or internally available "Total Asset Value" defined per GAAP policies as disclosed in your annual report and/or regulatory filings.

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

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

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

**\$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.

For a complete list of products offered by Oracle Corporation, please visit the Oracle eDelivery site:

<http://edelivery.oracle.com>

## **ORACLE SUPPORT SERVICES**

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

### **Software Update License & Support**

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

### **Support Renewals**

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

### **Advanced Customer Support**

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

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

### **Incident Server Support Packages**

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

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

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

### **Customer Support Services Policies and Definitions**

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

### **Extended Support**

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

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

Extended Support offers the following:

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

### **Sustaining Support**

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

Sustaining Support provides:

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

### **North American Payroll Tax Updates**

North American Payroll Tax Updates is available for programs in the Sustaining Support phase of Oracle's product support lifecycle. Customers who acquire North American Payroll Tax Updates will receive a tax year of tax updates for Oracle payroll applications. North American Payroll Tax Updates is available for \$50,000 per annum. This service does not attract the eBusiness Discount, and will not be pro-rated to partial years.

In order to acquire North American Payroll Tax Updates, programs must be currently supported with Software Update License & Support.

North American Payroll Tax Updates is not available in all countries or for all programs. Please contact your Support Sales Representative for service availability.

## **ORACLE ON DEMAND**

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

### **Administration Services**

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

### **Computer and Administration Services**

Computer Services must be sold together with Administration Services. Computer and Administration Services are system administration, application technology management, and monitoring activities for licensed Oracle programs that are provided by Oracle from a data center hosting facility to which the customer has remote applications access. Computer and Administration Services are contracted on yearly terms; the billing is annual in advance.



**PeopleSoft Component Global Price List**  
June 19, 2014  
Software Investment Guide

|   | Component License Price | Software Update License & Support | License Metric   | Minimum       |
|---|-------------------------|-----------------------------------|------------------|---------------|
| <b>Customer Relationship Management</b>         |                         |                                   |                  |               |
| CRM Personal Information Management Server Sync | 295                     | 64.90                             | Application User | 5             |
| CTI Integration                                 | 2,295                   | 504.90                            | Application User | 5             |
| Event Management                                | 1,750                   | 385.00                            | Application User | 5             |
| HelpDesk  | 120                     | 26.40                             | Employee         | All Employees |
| HelpDesk for Employee Self Service              | 30                      | 6.60                              | Employee         | All Employees |
| HelpDesk for Human Resources                    | 120                     | 26.40                             | Employee         | All Employees |
| Integrated FieldService                         | 4,595                   | 1,010.90                          | Application User | 5             |
| Marketing                                       | 7,200                   | 1,584.00                          | Application User | 5             |
| Multichannel Communications                     | 1,950                   | 429.00                            | Application User | 5             |
| Online Marketing                                | 7,200                   | 1,584.00                          | Application User | 5             |
| Order Capture                                   | 5,800                   | 1,276.00                          | Application User | 5             |
| Order Capture Self Service                      | 3,500                   | 770.00                            | Application User | 5             |
| Sales   | 7,500                   | 1,650.00                          | Application User | 5             |
| Service Center for Higher Education             | 15,250                  | 3,355.00                          | Application User | 5             |
| Support   | 13,795                  | 3,034.90                          | Application User | 5             |
| Support for Customer Self Service               | 1,450                   | 319.00                            | Application User | 5             |
| Workforce Communications                        | 70                      | 15.40                             | Employee         | All Employees |
| Workforce Communications for HelpDesk           | 25                      | 5.50                              | Employee         | All Employees |
| <b>Supply Chain Management</b>                  |                         |                                   |                  |               |
| Catalog Management                              | 9,100                   | 2,002.00                          | Application User | 5             |
| eProcurement                                    | 80                      | 17.60                             | Application User | 5             |
| eSupplier Connection                            | 9,195                   | 2,022.90                          | Application User | 5             |
| Inventory                                       | 4,595                   | 1,010.90                          | Application User | 5             |
| Option: Mobile Inventory Management             | 1,725                   | 379.50                            | Application User | 5             |
| Order Management                                | 5,100                   | 1,122.00                          | Application User | 5             |
| Purchasing                                      | 4,595                   | 1,010.90                          | Application User | 5             |
| Services Procurement                            | 2,995                   | 658.90                            | Application User | 5             |
| Strategic Sourcing                              | 9,195                   | 2,022.90                          | Application User | 5             |
| Supplier Contract Management                    | 6,895                   | 1,516.90                          | Application User | 5             |
| <b>Asset Lifecycle Management</b>               |                         |                                   |                  |               |
| IT Asset Management                             | 1,055                   | 232.10                            | Application User | 5             |
| Maintenance Management                          | 4,595                   | 1,010.90                          | Application User | 5             |
| Option: Self-Service Work Requests              | 575                     | 126.50                            | Application User | 5             |
| Real Estate Management                          | 4,595                   | 1,010.90                          | Application User | 5             |
| <b>ESA</b>                                      |                         |                                   |                  |               |
| Contracts                                       | 6,895                   | 1,516.90                          | Application User | 5             |
| Expenses  | 6                       | 1.32                              | Expense Report   | 1,000         |
| Grants  | 7,125                   | 1,567.50                          | Application User | 5             |
| Pay/Bill Management                             | 5,395                   | 1,186.90                          | Application User | 5             |
| Program Management                              | 2,895                   | 636.90                            | Application User | 10            |
| Project Costing                                 | 4,595                   | 1,010.90                          | Application User | 5             |
| Proposal Management                             | 1,725                   | 379.50                            | Application User | 5             |
| Resource Management                             | 3,495                   | 768.90                            | Application User | 5             |
| <b>Financials</b>                               |                         |                                   |                  |               |
| Cash Management                                 | 645                     | 141.90                            | Application User | 5             |
| eSettlements                                    | 1,950                   | 429.00                            | Application User | 5             |
| Financials                                      | 4,595                   | 1,010.90                          | Application User | 5             |
| Transaction Billing Processor                   | 1,595                   | 350.90                            | Application User | 5             |
| Treasury  | 28,995                  | 6,378.90                          | Application User | 5             |

PeopleSoft Component Price List

Prices in USA (Dollar)

|  | Component License Price | Software Update License & Support | License Metric   | Minimum        |
|--|-------------------------|-----------------------------------|------------------|----------------|
| <b>Human Capital Management (HCM)</b>  |                         |                                   |                  |                |
| Absence Management   | 52                      | 11.44                             | Employee         | All Employees  |
| Benefits Administration  | 85                      | 18.70                             | Employee         | All Employees  |
| Directory Interface  | 12                      | 2.64                              | Employee         | All Employees  |
| eCompensation  | 35                      | 7.70                              | Employee         | All Employees  |
| ePerformance   | 105                     | 23.10                             | Employee         | All Employees  |
| Human Resources  | 185                     | 40.70                             | Employee         | All Employees  |
| In-Memory Labor Rules and Monitoring   | 30                      | 6.60                              | Employee         | All Employees  |
| Payroll  | 225                     | 49.50                             | Employee         | All Employees  |
| Payroll Interface  | 70                      | 15.40                             | Employee         | All Employees  |
| Pension Administration   | 85                      | 18.70                             | Employee         | All Employees  |
| Recruiting Solutions   | 75                      | 16.50                             | Employee         | All Employees  |
| Succession Planning  | 70                      | 15.40                             | Employee         | All Employees  |
| Time and Labor   | 110                     | 24.20                             | Employee         | All Employees  |
| Oracle Workforce Scheduling  | 225                     | 49.50                             | Employee         | All Employees  |
| <b>Enterprise Learning Management</b>  |                         |                                   |                  |                |
| Enterprise Learning Management   | 105                     | 23.10                             | Employee         | All Employees  |
| <b>Campus Solutions</b>  |                         |                                   |                  |                |
| Gradebook  | 12                      | 2.64                              | FTE Student      | All Students   |
| Campus Self Service  | 42                      | 9.24                              | FTE Student      | All Students   |
| Contributor Relations  | 1,350                   | 297.00                            | Application User | 5              |
| Student Administration   | 185                     | 40.70                             | FTE Student      | All Students   |
| Student Administration Integration Pack  | 6                       | 1.32                              | FTE Student      | All Students   |
| <b>Portals</b>   |                         |                                   |                  |                |
| Interaction Hub  | 500                     | 110.00                            | Application User | 5              |
| <b>PeopleTools</b>   |                         |                                   |                  |                |
| PeopleTools-Enterprise Development   | 1,150                   | 253.00                            | Application User | 5              |
| PeopleTools-Enterprise Development Starter Kit   | 260                     | 57.20                             | Application User | 5              |
| <b>Governance, Risk, and Compliance</b>  |                         |                                   |                  |                |
| Advanced Controls for PeopleSoft   | 2,100                   | 462.00                            | Monitored User   | 100            |
| Oracle Enterprise Governance, Risk, and Compliance Manager   | 4,995                   | 1,098.90                          | Application User | 50             |
| Option: Oracle Financial Governance  | 1,595                   | 350.90                            | Application User | 50             |
| Oracle Fusion Governance, Risk, and Compliance Intelligence  | 4,595                   | 1,010.90                          | Application User | 10             |
| Application Access Controls Governor   | 895                     | 196.90                            | Monitored User   | 100            |
| Option: Application Access Controls for PeopleSoft Enterprise  | 200                     | 44.00                             | Monitored User   | 100            |
| Configuration Controls Governor  | 315                     | 69.30                             | Monitored User   | 100            |
| Option: Configuration Controls for PeopleSoft Enterprise   | 255                     | 56.10                             | Monitored User   | 100            |
| Enterprise Transaction Controls Governor   | 805                     | 177.10                            | Monitored User   | 100            |
| Option: Oracle Enterprise Transaction Controls Governor Connector to PeopleSoft Enterprise   | 110                     | 24.20                             | Monitored User   | 100            |
| Option: Procure to Pay Transaction Controls for PeopleSoft Enterprise  | 165                     | 36.30                             | Monitored User   | 100            |
| <b>Application Testing</b>   |                         |                                   |                  |                |
| Functional Testing Suite for Oracle Applications   | 12,000                  | 2,640.00                          | Named User Plus  | not applicable |
| Load Testing Suite for Oracle Applications   | 125                     | 27.50                             | Named User Plus  | 50             |
| <b>Application Integration Architecture</b>  |                         |                                   |                  |                |
| Application Integration Architecture Foundation Pack   | 46,000                  | 10,120.00                         | Processor        | 1              |
| Application Integration Architecture Foundation Pack   | 920                     | 202.40                            | Named User Plus  | 1              |
| Application Integration Architecture Foundation Pack Extension for Communications  | 46,000                  | 10,120.00                         | Processor        | 1              |
| Application Integration Architecture Foundation Pack Extension for Communications  | 920                     | 202.40                            | Named User Plus  | 1              |
| Application Integration Architecture Foundation Pack Extension for Insurance   | 46,000                  | 10,120.00                         | Processor        | 1              |
| Application Integration Architecture Foundation Pack Extension for Insurance   | 920                     | 202.40                            | Named User Plus  | 1              |
| Application Integration Architecture Foundation Pack Extension for Utilities   | 46,000                  | 10,120.00                         | Processor        | 1              |
| Application Integration Architecture Foundation Pack Extension for Utilities   | 920                     | 202.40                            | Named User Plus  | 1              |
| Oracle Enterprise Taxation Management Integration to PeopleSoft Enterprise Financials for General Ledger and Accounts Payable      | 35,000                  | 7,700.00                          | Processor        | 1              |
| Oracle Retail Merchandising Integration Pack for PeopleSoft Enterprise Financials: Financial Operations Control                    | 70,000                  | 15,400.00                         | Processor        | 1              |
| Oracle Utilities Customer Care and Billing Integration to PeopleSoft Enterprise Financials for General Ledger and Accounts Payable | 35,000                  | 7,700.00                          | Processor        | 1              |

## PeopleSoft Component Price List

|  | Component License Price | Software Update License & Support | License Metric   | Minimum        |
|--|-------------------------|-----------------------------------|------------------|----------------|
| <b>UPK</b>   |                         |                                   |                  |                |
| Oracle User Productivity Kit Standard  | 17,500                  | 3,850.00                          | UPK Developer    | 1              |
| Oracle User Productivity Kit Standard  | 90                      | 19.80                             | Application User | 50             |
| Oracle User Productivity Kit Standard  | 45                      | 9.90                              | Employee         | 500            |
| Oracle User Productivity Kit Professional  | 17,500                  | 3,850.00                          | UPK Developer    | 1              |
| Oracle User Productivity Kit Professional  | 100                     | 22.00                             | Application User | 50             |
| Oracle User Productivity Kit Professional  | 50                      | 11.00                             | Employee         | 500            |
| <b>User Productivity Kit Content Materials for CRM</b>   |                         |                                   |                  |                |
| PeopleSoft Enterprise UPK HelpDesk for Human Resources<br>(up to 4K employees and up to \$1 billion in revenue)  | 8,800                   | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600                  | 3,872.00                          | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK for Online Marketing<br>(up to 4K employees and up to \$1 billion in revenue)          | 17,500                  | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000                  | 7,700.00                          | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK for Support<br>(up to 4K employees and up to \$1 billion in revenue)                   | 8,800                   | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600                  | 3,872.00                          | UPK Module       | not applicable |
| <b>User Productivity Kit Content Materials for Human Capital Management</b>                                      |                         |                                   |                  |                |
| PeopleSoft Enterprise UPK Absence Management<br>(up to 4K employees and up to \$1 billion in revenue)            | 35,000                  | 7,700.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 70,000                  | 15,400.00                         | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK Benefits Administration<br>(up to 4K employees and up to \$1 billion in revenue)       | 17,500                  | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000                  | 7,700.00                          | UPK Module       | not applicable |
| PeopleSoft UPK for Candidate Gateway<br>(up to 4K employees and up to \$1 billion in revenue)                    | 8,800                   | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600                  | 3,872.00                          | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK eBenefits<br>(up to 4K employees and up to \$1 billion in revenue)                     | 8,800                   | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600                  | 3,872.00                          | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK eCompensation Manager Desktop<br>(up to 4K employees and up to \$1 billion in revenue) | 8,800                   | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600                  | 3,872.00                          | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK ePay<br>(up to 4K employees and up to \$1 billion in revenue)                          | 8,800                   | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600                  | 3,872.00                          | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK ePerformance<br>(up to 4K employees and up to \$1 billion in revenue)                  | 17,500                  | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000                  | 7,700.00                          | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK eProfile<br>(up to 4K employees and up to \$1 billion in revenue)                      | 8,800                   | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600                  | 3,872.00                          | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK eProfile Manager Desktop<br>(up to 4K employees and up to \$1 billion in revenue)      | 8,800                   | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 17,600                  | 3,872.00                          | UPK Module       | not applicable |
| PeopleSoft UPK for Global Payroll Core<br>(up to 4K employees and up to \$1 billion in revenue)                  | 17,500                  | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000                  | 7,700.00                          | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK Human Resources<br>(up to 4K employees and up to \$1 billion in revenue)               | 35,000                  | 7,700.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 70,000                  | 15,400.00                         | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK Payroll for North America<br>(up to 4K employees and up to \$1 billion in revenue)     | 35,000                  | 7,700.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 70,000                  | 15,400.00                         | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK Talent Acquisition Manager<br>(up to 4K employees and up to \$1 billion in revenue)    | 17,500                  | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000                  | 7,700.00                          | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK Time & Labor<br>(up to 4K employees and up to \$1 billion in revenue)                  | 17,500                  | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)   | 35,000                  | 7,700.00                          | UPK Module       | not applicable |

PeopleSoft Component Price List

Prices in USA (Dollar)

|   | Component License Price | Software Update License & Support | License Metric | Minimum        |
|---|-------------------------|-----------------------------------|----------------|----------------|
| <b>User Productivity Kit Content Materials for Learning Management</b>  |                         |                                   |                |                |
| PeopleSoft Enterprise UPK Enterprise Learning Management<br>(up to 4K employees and up to \$1 billion in revenue) | 17,500                  | 3,850.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000                  | 7,700.00                          | UPK Module     | not applicable |
| <b>User Productivity Kit Content Materials for Financials/ESA Software</b>  |                         |                                   |                |                |
| PeopleSoft Enterprise UPK Asset Management<br>(up to 4K employees and up to \$1 billion in revenue)               | 17,500                  | 3,850.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000                  | 7,700.00                          | UPK Module     | not applicable |
| PeopleSoft Enterprise UPK for Cash Management<br>(up to 4K employees and up to \$1 billion in revenue)            | 17,500                  | 3,850.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000                  | 7,700.00                          | UPK Module     | not applicable |
| PeopleSoft Enterprise UPK Contracts<br>(up to 4K employees and up to \$1 billion in revenue)                      | 35,000                  | 7,700.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 70,000                  | 15,400.00                         | UPK Module     | not applicable |
| PeopleSoft UPK for eSettlements<br>(up to 4K employees and up to \$1 billion in revenue)                          | 8,800                   | 1,936.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 17,600                  | 3,872.00                          | UPK Module     | not applicable |
| PeopleSoft Enterprise UPK Expenses<br>(up to 4K employees and up to \$1 billion in revenue)                       | 17,500                  | 3,850.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000                  | 7,700.00                          | UPK Module     | not applicable |
| PeopleSoft Enterprise UPK General Ledger<br>(up to 4K employees and up to \$1 billion in revenue)                 | 17,500                  | 3,850.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000                  | 7,700.00                          | UPK Module     | not applicable |
| PeopleSoft Enterprise UPK Grants<br>(up to 4K employees and up to \$1 billion in revenue)                         | 17,500                  | 3,850.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000                  | 7,700.00                          | UPK Module     | not applicable |
| PeopleSoft Enterprise UPK Payables<br>(up to 4K employees and up to \$1 billion in revenue)                       | 17,500                  | 3,850.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000                  | 7,700.00                          | UPK Module     | not applicable |
| PeopleSoft Enterprise UPK Project Costing<br>(up to 4K employees and up to \$1 billion in revenue)                | 17,500                  | 3,850.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000                  | 7,700.00                          | UPK Module     | not applicable |
| PeopleSoft Enterprise UPK Receivables<br>(up to 4K employees and up to \$1 billion in revenue)                    | 35,000                  | 7,700.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 70,000                  | 15,400.00                         | UPK Module     | not applicable |
| <b>User Productivity Kit Content Materials for EPM Financials/ESA</b>   |                         |                                   |                |                |
| PeopleSoft Enterprise UPK Planning and Budgeting<br>(up to 4K employees and up to \$1 billion in revenue)         | 17,500                  | 3,850.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000                  | 7,700.00                          | UPK Module     | not applicable |
| <b>User Productivity Kit Content Materials for Supply Chain Management</b>  |                         |                                   |                |                |
| PeopleSoft Enterprise UPK Billing<br>(up to 4K employees and up to \$1 billion in revenue)                        | 17,500                  | 3,850.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000                  | 7,700.00                          | UPK Module     | not applicable |
| PeopleSoft UPK for eBill Payment<br>(up to 4K employees and up to \$1 billion in revenue)                         | 8,800                   | 1,936.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 17,600                  | 3,872.00                          | UPK Module     | not applicable |
| PeopleSoft Enterprise UPK eProcurement<br>(up to 4K employees and up to \$1 billion in revenue)                   | 17,500                  | 3,850.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000                  | 7,700.00                          | UPK Module     | not applicable |
| PeopleSoft Enterprise UPK Inventory<br>(up to 4K employees and up to \$1 billion in revenue)                      | 35,000                  | 7,700.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 70,000                  | 15,400.00                         | UPK Module     | not applicable |
| PeopleSoft Enterprise UPK Order Management<br>(up to 4K employees and up to \$1 billion in revenue)               | 17,500                  | 3,850.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000                  | 7,700.00                          | UPK Module     | not applicable |
| PeopleSoft Enterprise UPK Purchasing<br>(up to 4K employees and up to \$1 billion in revenue)                     | 35,000                  | 7,700.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 70,000                  | 15,400.00                         | UPK Module     | not applicable |
| PeopleSoft Enterprise UPK for Strategic Sourcing<br>(up to 4K employees and up to \$1 billion in revenue)         | 17,500                  | 3,850.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000                  | 7,700.00                          | UPK Module     | not applicable |
| PeopleSoft UPK for Supplier Contract Management<br>(up to 4K employees and up to \$1 billion in revenue)          | 8,800                   | 1,936.00                          | UPK Module     | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 17,600                  | 3,872.00                          | UPK Module     | not applicable |

## PeopleSoft Component Global Price List

|   | Component License Price | Software Update License & Support | Licensing Metric | Minimum        |
|---|-------------------------|-----------------------------------|------------------|----------------|
| <b>User Productivity Kit Content Materials for Campus Solutions</b>                                       |                         |                                   |                  |                |
| PeopleSoft Enterprise UPK for Contributor Relations   |                         |                                   |                  |                |
| (up to 4K employees and up to \$1 billion in revenue)   | 17,500                  | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000                  | 7,700.00                          | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK Student Administration  |                         |                                   |                  |                |
| (up to 4K employees and up to \$1 billion in revenue)   | 35,000                  | 7,700.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 70,000                  | 15,400.00                         | UPK Module       | not applicable |
| <b>Other User Productivity Kit Content Materials</b>  |                         |                                   |                  |                |
| PeopleSoft Enterprise UPK Fundamentals for Campus Solutions   |                         |                                   |                  |                |
| (up to 4K employees and up to \$1 billion in revenue)   | 8,800                   | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 17,600                  | 3,872.00                          | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK Fundamentals for Financials and Supply Chain Management Software Modules        |                         |                                   |                  |                |
| (up to 4K employees and up to \$1 billion in revenue)   | 8,800                   | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 17,600                  | 3,872.00                          | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK Fundamentals for HCM Software Modules   |                         |                                   |                  |                |
| (up to 4K employees and up to \$1 billion in revenue)   | 8,800                   | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 17,600                  | 3,872.00                          | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK Reporting Tools for Campus Solutions  |                         |                                   |                  |                |
| (up to 4K employees and up to \$1 billion in revenue)   | 17,500                  | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or \$1 billion in revenue)   | 35,000                  | 7,700.00                          | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK Reporting Tools for Financials/ESA and Supply Chain Management Software Modules |                         |                                   |                  |                |
| (up to 4K employees and up to \$1 billion in revenue)   | 17,500                  | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000                  | 7,700.00                          | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK Reporting Tools for HCM Software Modules  |                         |                                   |                  |                |
| (up to 4K employees and up to \$1 billion in revenue)   | 17,500                  | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000                  | 7,700.00                          | UPK Module       | not applicable |
| PeopleSoft Enterprise UPK Reporting Tools for PeopleTools   |                         |                                   |                  |                |
| (up to 4K employees and up to \$1 billion in revenue)   | 35,000                  | 7,700.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 70,000                  | 15,400.00                         | UPK Module       | not applicable |
| <b>3rd Party Products - Not available for distribution by Oracle partner</b>                              |                         |                                   |                  |                |
| <b>Microfocus - Not available for distribution by Oracle partner</b>                                      |                         |                                   |                  |                |
| Micro Focus International Ltd. Net Express COBOL for Windows  |                         |                                   |                  |                |
| 1 Named User  | 16,000                  | 3,520.00                          | See Supplement   | not applicable |
| 2 Named Users   | 28,800                  | 6,336.00                          | See Supplement   | not applicable |
| 3 Named Users   | 40,500                  | 8,910.00                          | See Supplement   | not applicable |
| 5 Named Users   | 65,500                  | 14,410.00                         | See Supplement   | not applicable |
| 12 Named Users  | 115,000                 | 25,300.00                         | See Supplement   | not applicable |
| 25 Named Users  | 172,500                 | 37,950.00                         | See Supplement   | not applicable |
| Micro Focus International Ltd. Server Express COBOL for UNIX®   |                         |                                   |                  |                |
| 1 Named User  | 16,000                  | 3,520.00                          | See Supplement   | not applicable |
| 2 Named Users   | 28,800                  | 6,336.00                          | See Supplement   | not applicable |
| 3 Named Users   | 40,500                  | 8,910.00                          | See Supplement   | not applicable |
| 5 Named Users   | 65,500                  | 14,410.00                         | See Supplement   | not applicable |
| 12 Named Users  | 115,000                 | 25,300.00                         | See Supplement   | not applicable |
| 25 Named Users  | 172,500                 | 37,950.00                         | See Supplement   | not applicable |
| Micro Focus International Ltd. Server Express - Migration from Object COBOL                               |                         |                                   |                  |                |
| 2 Named Users   | 23,000                  | 5,060.00                          | See Supplement   | not applicable |
| 3 Named Users   | 32,000                  | 7,040.00                          | See Supplement   | not applicable |
| 5 Named Users   | 52,500                  | 11,550.00                         | See Supplement   | not applicable |
| 12 Named Users  | 92,000                  | 20,240.00                         | See Supplement   | not applicable |
| 25 Named Users  | 138,000                 | 30,360.00                         | See Supplement   | not applicable |

## DEFINITIONS

**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 multiple servers, regardless of whether the individual is actively using the programs at any given time.

**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.

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

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

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

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

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

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

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Advanced Controls for eBusiness Suite, Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, and Preventive Controls Governor, 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: Advanced Controls for PeopleSoft Enterprise, 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.

## DEFINITIONS continued

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

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for 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, 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 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 Load Testing Suite for Oracle Applications, each emulated human user and non human operated device shall be considered as a virtual user and shall be counted for the purpose 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, 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.

For the purposes of the following program: Data Integrator Enterprise Edition, and Data Integrator Enterprise Edition for Oracle Applications, the users that are running or accessing the data transformation processes must be counted for the purposes of determining the number of licenses required.

**Processor:** shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name (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, Test Data Management Pack for Non-Oracle Databases, and, Provisioning and Patch Automation Pack, only the processors on which the program that is being managed/monitored are running are counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, 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, Real User Experience Insight, all processors on which the middleware 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: 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, and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purposes 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, 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.

For the purposes of the following program: Oracle GoldenGate, only (a) the processors running the Oracle database from which you capture data and (b) the processors running 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 processors running the Non Oracle database from which you capture data and (b) the processors running 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 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 purpose of the following programs: Oracle Golden Gate Application Adapters, only the processors running the source Oracle or non Oracle database(s) from which you capture data must be counted for the purpose of determining the number of licenses required. In the instance of multiple source databases, all processors for all sources must be counted.

For the purposes of the following program: Database Firewall, only the processors of the database sources which are protected or monitored must be counted for the purpose of determining the number of licenses required.

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

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

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

## ORACLE SUPPORT SERVICES

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

### Software Update License & Support

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

### Support Renewals

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

### Advanced Customer Support

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

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

### Incident Server Support Packages

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

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

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

### Customer Support Services Policies and Definitions

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

## ORACLE SUPPORT SERVICES continued

### Extended Support

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

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

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

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

Extended Support offers the following:

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

### Sustaining Support

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

Sustaining Support provides:

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

## ORACLE ON DEMAND

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

### Administration Services

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

### Computer and Administration Services

Computer Services must be sold together with Administration Services. Computer and Administration Services are system administration, application technology management, and monitoring activities for licensed Oracle programs that are provided by Oracle from a data center hosting facility to which the customer has remote applications access. Computer and Administration Services are contracted on yearly terms; the billing is annual in advance.



**Oracle Software Investment Guide**

**Siebel CRM Pricing**

**April 14, 2014**

**Prices in USA (Dollar)**

## Siebel Pricing and Quoting Notes

- For each Employee user, Siebel modules must be licensed at the same level or less than the Siebel base application. For Example, if the customer licensed 100 Siebel CRM Base, then Siebel Contracts must have a quantity of 100 or less--not more than 100. This rule applies only to modules using the Application User metric.
- Customers using the Siebel SEA repository DO NOT have the industry options available to them. Only the Siebel CRM Base and Siebel CRM options are available in the SEA repository. Customers wishing to use Siebel industry functionality must have implemented the Siebel SIA repository--which they may do without triggering a licensing migration or any additional purchase.
- Technology products: There are NO technology products included with Siebel licenses. Any required technology, Oracle or otherwise, must be licensed separately.

## Siebel CRM Applications

### Siebel CRM Applications Pricing Siebel Base Applications

Every Siebel customer must license, at a minimum, one Siebel CRM Base Application. Typically, each employee user of Siebel applications requires a base. Start by selecting the Siebel CRM Base for each Siebel user. All users requiring a base must license the Siebel CRM Base. Then, if the customer requires industry specific functionality, select the industry base option(s) that most appropriately meet customer needs--in addition to the CRM Base. Note that if the customer requires an industry solution, all users must have an industry base option and the Siebel CRM Base (exceptions require HQAPP approval).

#### For Existing Customers running Siebel v8.0 or earlier

Customers using the Siebel SEA repository DO NOT have the industry options available to them. Only the Siebel CRM Base and Siebel CRM options are available in the SEA repository. Customers wishing to use Siebel industry functionality must have implemented the Siebel SIA repository--which they may do without triggering a licensing migration or any additional purchase.

|   | License Price | Software Update License & Support | Licensing Metric | Minimum |
|---|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Base Applications</b>                         |               |                                   |                  |         |
| Siebel CRM Base   | 3,750         | 825.00                            | Application User |         |
| Siebel Communications, Media and Energy CRM Base Option | 400           | 88.00                             | Application User |         |
| Siebel Financial Services CRM Base Option               | 400           | 88.00                             | Application User |         |
| Siebel Life Sciences CRM Base Option                    | 400           | 88.00                             | Application User |         |
| Siebel Manufacturing CRM Base Option                    | 400           | 88.00                             | Application User |         |
| Siebel Distribution CRM Base Option                     | 400           | 88.00                             | Application User |         |
| Siebel Public Sector CRM Base Option                    | 400           | 88.00                             | Application User |         |
| <b>Siebel CRM Tools and Servers</b>                     |               |                                   |                  |         |
| Siebel Tools  | 20,000        | 4,400.00                          | Application User |         |
| Siebel Test Automation Interfaces                       | 5,800         | 1,276.00                          | Application User |         |
| Siebel Web UI Dynamic Developer Kit                     | 5,800         | 1,276.00                          | Application User |         |
| Siebel Server Extensions for UNIX                       | 1,150         | 253.00                            | Computer         |         |
| <b>Application Testing</b>                              |               |                                   |                  |         |
| Oracle Functional Testing Suite for Oracle Applications | 12,000        | 2,640.00                          | Named User Plus  |         |
| Oracle Load Testing Suite for Oracle Applications       | 125           | 27.50                             | Named User Plus  | 50      |

**Siebel CRM Applications Pricing**  
**Siebel CRM - Employee Applications**

All modules, except those in the "Applications Not Requiring CRM Base" section, require a Siebel CRM Base--see the price list supplement for detailed requirements on each module. All customers can add CRM modules to their solution--including Industry users. There are some modules that have an industry specific version. When a customer licenses an industry base option check that industry module section for a replacement. The industry specific module should be quoted in place of the CRM version. (e.g. if the customer licenses the Communications, Media & Energy base option and they want contracts functionality, they should license Siebel CME Contracts not Siebel Contracts.

|  | License Price | Software Update License & Support | Licensing Metric | Minimum |
|--|---------------|-----------------------------------|------------------|---------|
| <b>Siebel CRM General</b>                              |               |                                   |                  |         |
| Siebel Advanced Market Development Funds               | 500           | 110.00                            | Application User |         |
| Siebel Anywhere  | 200           | 44.00                             | Application User |         |
| Siebel Server Sync - Microsoft Exchange Server         | 120           | 26.40                             | Application User |         |
| Siebel Content Publishing                              | 120           | 26.40                             | Application User |         |
| Siebel Contracts                                       | 700           | 154.00                            | Application User |         |
| Siebel CRM Desktop                                     | 300           | 66.00                             | Application User |         |
| Siebel CTI   | 200           | 44.00                             | Application User |         |
| Siebel Customer Content                                | 350           | 77.00                             | Application User |         |
| Siebel Data Quality                                    | 120           | 26.40                             | Application User |         |
| Siebel Employee Self-Service                           | 120           | 26.40                             | Application User |         |
| Siebel Events Manager                                  | 350           | 77.00                             | Application User |         |
| Siebel Forecasting                                     | 300           | 66.00                             | Application User |         |
| Siebel Handheld  | 575           | 126.50                            | Application User |         |
| Siebel HelpDesk Online                                 | 60            | 13.20                             | Application User |         |
| Siebel Lead Management                                 | 230           | 50.60                             | Application User |         |
| Siebel Mobile  | 575           | 126.50                            | Application User |         |
| Siebel Mobile Sales Assistant Data Access              | 575           | 126.50                            | Application User |         |
| Siebel Mobile Connector                                | 300           | 66.00                             | Application User |         |
| Siebel Partner Manager                                 | 500           | 110.00                            | Application User |         |
| Siebel Remote Client                                   | 300           | 66.00                             | Application User |         |
| Siebel Signature Capture Tool                          | 60            | 13.20                             | Application User |         |
| Siebel Smart Answer Connector                          | 200           | 44.00                             | Application User |         |
| Siebel SmartScript                                     | 300           | 66.00                             | Application User |         |
| Siebel Territory Management                            | 575           | 126.50                            | Application User |         |
| Siebel Time and Expense Reporting                      | 120           | 26.40                             | Application User |         |
| Siebel Wireless  | 575           | 126.50                            | Application User |         |
| Siebel Connector for Satmetrix Exchange                | 60            | 13.20                             | Application User |         |
| <b>Siebel CRM Customer Order Management</b>            |               |                                   |                  |         |
| Siebel Advisor   | 1,600         | 352.00                            | Application User |         |
| Siebel Configurator Administration Server              | 115,000       | 25,300.00                         | Computer         |         |
| Siebel Configurator Runtime                            | 2,200         | 484.00                            | Application User |         |
| Siebel Customer Order Management Administration Server | 230,000       | 50,600.00                         | Customer         |         |
| Siebel Customer Order Management Administrator         | 5,800         | 1,276.00                          | Application User |         |
| Siebel Dynamic Catalog                                 | 1,000         | 220.00                            | Application User |         |
| Siebel Dynamic Pricer                                  | 1,400         | 308.00                            | Application User |         |
| Siebel Quote and Order Capture                         | 1,150         | 253.00                            | Application User |         |
| Siebel Quotes  | 460           | 101.20                            | Application User |         |
| <b>Siebel CRM Sales</b>                                |               |                                   |                  |         |
| Oracle Business Approvals Connector for Sales Managers | 350           | 77.00                             | Application User | 25      |
| Siebel Enterprise Selling Process (ESP)                | 200           | 44.00                             | Application User |         |
| Siebel Portfolio Management Process (PMP)              | 200           | 44.00                             | Application User |         |
| Siebel Proposals and Presentations                     | 400           | 88.00                             | Application User |         |
| Siebel Target Account Selling (TAS)                    | 200           | 44.00                             | Application User |         |
| <b>Siebel CRM Service</b>                              |               |                                   |                  |         |
| Siebel Asset Management                                | 350           | 77.00                             | Application User |         |
| Siebel Change Management                               | 230           | 50.60                             | Application User |         |
| Siebel Email Response                                  | 800           | 176.00                            | Application User |         |
| Siebel Field Service                                   | 575           | 126.50                            | Application User |         |
| Siebel HelpDesk Option                                 | 500           | 110.00                            | Application User |         |
| Siebel Quality Management                              | 300           | 66.00                             | Application User |         |
| Siebel Smart Answer for Service                        | 1,050         | 231.00                            | Application User |         |

Siebel CRM Pricing

Prices in USA (Dollar)

|   | License Price | Software Update License & Support | Licensing Metric    | Minimum |
|---|---------------|-----------------------------------|---------------------|---------|
| <b>Siebel CRM Field Service</b>   |               |                                   |                     |         |
| Siebel Barcode  | 120           | 26.40                             | Application User    |         |
| Siebel Logistics Manager  | 300           | 66.00                             | Application User    |         |
| Siebel Preventive Maintenance   | 200           | 44.00                             | Application User    |         |
| Siebel Repair   | 200           | 44.00                             | Application User    |         |
| Siebel Scheduling   | 400           | 88.00                             | Application User    |         |
| Oracle Real-Time Scheduler  | 2,650         | 583.00                            | Field Resource      | 40      |
| <b>Siebel CRM Marketing Automation</b>  |               |                                   |                     |         |
| Siebel Campaign Management  | 2,530         | 556.60                            | Application User    |         |
| Siebel Email/Web Offer Designer   | 175           | 38.50                             | Application User    |         |
| Siebel Email Marketing Server   | 115,000       | 25,300.00                         | Computer            |         |
| Siebel Marketing Resource Manager   | 230           | 50.60                             | Application User    |         |
| <b>Siebel CRM Marketing Server</b>  |               |                                   |                     |         |
| Siebel Marketing Server - up to 500,000 records   | 172,500       | 37,950.00                         | Computer            |         |
| Siebel Marketing Server - up to 1,000,000 records   | 230,000       | 50,600.00                         | Computer            |         |
| Siebel Marketing Server - up to 3,000,000 records   | 316,500       | 69,630.00                         | Computer            |         |
| Siebel Marketing Server - up to 5,000,000 records   | 402,500       | 88,550.00                         | Computer            |         |
| Siebel Marketing Server - up to 10,000,000 records  | 490,000       | 107,800.00                        | Computer            |         |
| Siebel Marketing Server - unlimited records   | 575,000       | 126,500.00                        | Computer            |         |
| <b>Siebel CRM Loyalty</b>   |               |                                   |                     |         |
| <i>Siebel CRM Loyalty applications are only available to customers using the Siebel SIA repository. Customers using the SEA repository must first move to the SIA repository.</i> |               |                                   |                     |         |
| Siebel Loyalty Engine Standard Edition  | 46,000        | 10,120.00                         | 100K Member Records | 5       |
| Siebel Loyalty Engine Multi-Partner Edition   | 105,000       | 23,100.00                         | 100K Member Records | 5       |
| Siebel Loyalty In-Store Engine  | 115           | 25.30                             | Retail Register     | 500     |
| Siebel Loyalty Manager  | 1,150         | 253.00                            | Application User    |         |
| Siebel Loyalty Member Services Representative   | 575           | 126.50                            | Application User    |         |
| <b>Siebel CRM Warranty</b>  |               |                                   |                     |         |
| Siebel Warranty Claims  | 1,500         | 330.00                            | Application User    | 10      |
| Siebel Warranty Validation Server   | 100,000       | 22,000.00                         | Computer            | 2       |
| Siebel Warranty Processing  | 3,000         | 660.00                            | 1,000 Claims        |         |
| Siebel Warranty Management Administrator  | 25,000        | 5,500.00                          | Application User    | 2       |

**Siebel CRM Applications Pricing**  
**Siebel CRM - Employee Applications Not Requiring a Base**

*Note that while these modules do not require a base application for the individual user, the customer must license some number of base applications.*

|  | License Price | Software Update License & Support | Licensing Metric      | Minimum |
|--|---------------|-----------------------------------|-----------------------|---------|
| <b>Siebel CRM Not Requiring a Base - General</b>                 |               |                                   |                       |         |
| Siebel Content Publishing  | 120           | 26.40                             | Application User      |         |
| Siebel Customer Content  | 350           | 77.00                             | Application User      |         |
| Siebel Handheld Stand Alone                                      | 1,150         | 253.00                            | Application User      |         |
| Siebel HelpDesk  | 1,150         | 253.00                            | Application User      |         |
| <b>Siebel CRM Not Requiring Base - Marketing and Loyalty</b>     |               |                                   |                       |         |
| Siebel Loyalty Service Agent Console                             | 2,700         | 594.00                            | Application User      |         |
| Siebel Segment Manager Stand Alone                               | 2,900         | 638.00                            | Application User      |         |
| <b>Siebel CRM Not Requiring Base - Customer Order Management</b> |               |                                   |                       |         |
| Siebel Configurator Administration Server                        | 115,000       | 25,300.00                         | Computer              |         |
| Siebel Customer Order Management Administration Server           | 230,000       | 50,600.00                         | Customer              |         |
| Siebel Order Validation Engine                                   | 0.2300        | 0.0500                            | Electronic Order Line |         |
| <b>Siebel CRM Not Requiring Base - HelpDesk</b>                  |               |                                   |                       |         |
| Siebel Asset Management  | 350           | 77.00                             | Application User      |         |
| Siebel Change Management   | 230           | 50.60                             | Application User      |         |
| Siebel HelpDesk Online   | 60            | 13.20                             | Application User      |         |

**Siebel CRM Applications Pricing**  
**Siebel CRM - Customer Applications**

*The Siebel CRM Customer Applications are available, and may only be used by, customers of a Siebel customer.*

|  | License Price | Software Update License & Support | Licensing Metric | Minimum |
|--|---------------|-----------------------------------|------------------|---------|
| <b>Siebel CRM Self-Service</b>                                     |               |                                   |                  |         |
| Siebel E-Commerce  | 345,000       | 75,900.00                         | Processor        | 2       |
| Siebel E-Support   | 172,500       | 37,950.00                         | Processor        | 2       |
| Siebel Configurator Runtime for E-Commerce                         | 115,000       | 25,300.00                         | Processor        | 2       |
| Siebel Dynamic Pricer for E-Commerce                               | 57,500        | 12,650.00                         | Processor        | 2       |
| <b>Siebel CRM Customer Portal</b>                                  |               |                                   |                  |         |
| Siebel eCustomer   | 172,500       | 37,950.00                         | Processor        |         |
| Siebel eSales  | 115,000       | 25,300.00                         | Processor        |         |
| Siebel eService  | 57,500        | 12,650.00                         | Processor        |         |
| Siebel Web Marketing   | 34,500        | 7,590.00                          | Processor        |         |
| Siebel Loyalty Customer Portal                                     | 11,500        | 2,530.00                          | Processor        |         |
| <b>Siebel CRM Customer Portal Modules</b>                          |               |                                   |                  |         |
| Siebel Advisor for Customers                                       | 46,000        | 10,120.00                         | Processor        |         |
| Siebel Configurator Runtime for Customers                          | 57,500        | 12,650.00                         | Processor        |         |
| Siebel Content Publishing for Customers                            | 5,800         | 1,276.00                          | Processor        |         |
| Siebel Dynamic Pricer for Customers                                | 46,000        | 10,120.00                         | Processor        |         |
| Siebel Events  | 30,000        | 6,600.00                          | Processor        |         |
| Siebel Self-Service Wireless for Customers                         | 17,300        | 3,806.00                          | Processor        |         |
| Siebel SmartScript for Customers                                   | 11,500        | 2,530.00                          | Processor        |         |
| <b>Siebel CRM Customer Modules not Requiring a Customer Portal</b> |               |                                   |                  |         |
| Siebel Advisor Stand Alone   | 57,500        | 12,650.00                         | Processor        |         |

**Siebel CRM Applications Pricing**  
**Siebel CRM - Partner Applications**

*For each Partner user, Siebel partner options must be licensed at the same level or less than the Siebel Partner Portal. For Example, if the customer licensed 100 Siebel Partner Portal then Siebel Partner Commerce must have a quantity of 100 or less. This rule applies only to options using the Registered User metric.*

|  | License Price | Software Update License & Support | Licensing Metric | Minimum |
|--|---------------|-----------------------------------|------------------|---------|
| <b>Siebel CRM Partner Portal</b>                               |               |                                   |                  |         |
| Siebel Partner Portal  | 500           | 110.00                            | Registered User  |         |
| Siebel Loyalty Partner Portal                                  | 230           | 50.60                             | Registered User  |         |
| <b>Siebel CRM Partner Portal Modules</b>                       |               |                                   |                  |         |
| Siebel Advanced Market Development Funds for Partners          | 350           | 77.00                             | Registered User  |         |
| Siebel Advisor for Partners                                    | 150           | 33.00                             | Registered User  |         |
| Siebel Anywhere for Partners                                   | 200           | 44.00                             | Registered User  |         |
| Siebel Basic Pricer for Partners                               | 120           | 26.40                             | Registered User  |         |
| Siebel Campaign Management for Partners                        | 700           | 154.00                            | Registered User  |         |
| Siebel Campaigns for Partners                                  | 120           | 26.40                             | Registered User  |         |
| Siebel Configurator Runtime for Partners                       | 575           | 126.50                            | Registered User  |         |
| Siebel Content Publishing for Partners                         | 60            | 13.20                             | Registered User  |         |
| Siebel Customer Order Management Administrator for Partners    | 1,150         | 253.00                            | Registered User  |         |
| Siebel Dynamic Pricer for Partners                             | 350           | 77.00                             | Registered User  |         |
| Siebel Field Service for Partners                              | 350           | 77.00                             | Registered User  |         |
| Siebel Forecasting for Partners                                | 120           | 26.40                             | Registered User  |         |
| Siebel Logistics Manager for Partners                          | 120           | 26.40                             | Registered User  |         |
| Siebel Marketing Resource Manager for Partners                 | 120           | 26.40                             | Registered User  |         |
| Siebel Partner Commerce  | 400           | 88.00                             | Registered User  |         |
| Siebel PRM Wireless  | 175           | 38.50                             | Registered User  |         |
| Siebel Proposals and Presentations for Partners                | 175           | 38.50                             | Registered User  |         |
| Siebel Remote Client for Partners                              | 120           | 26.40                             | Registered User  |         |
| Siebel SmartScript for Partners                                | 120           | 26.40                             | Registered User  |         |
| Siebel Warranty for Partners                                   | 300           | 66.00                             | Registered User  |         |
| <b>Siebel CRM Partner Modules Not Requiring Partner Portal</b> |               |                                   |                  |         |
| Siebel PRM Wireless Stand Alone                                | 400           | 88.00                             | Registered User  |         |

**Siebel CRM Applications Pricing  
Siebel CRM Web Channel**

Siebel CRM Web Channel is intended for customers that have an existing Siebel implementation and have a functionality hole or two they need to fill that cannot easily be filled any other way. Siebel CRM Web Channel should never be used where standard Siebel licensing is available.

Siebel CRM Web Channel requires, at a minimum, the customer license one User of Siebel Tools and 100 user of Siebel CRM Base or equivalent.

A licensed user of a Siebel CRM Base does not require additional Web Channel licensing as the Web Channel deployment option is included in their license. Siebel CRM Web Channel pricing is available for Siebel CRM objects as well as Siebel Industry objects and all quote the same set of products.

Siebel CRM Web Channel pricing is designed for Siebel customers who desire to extend the usefulness of their Siebel deployment by providing additional users access to Siebel Business Objects with defined methods, events, and data and reuse Siebel Business Objects and project Siebel Data through an independent User Interface via:

- Built-in scripting of Siebel objects using Siebel VB, Siebel eScript, and Browser Script
- Component Object Model (COM) using the Siebel Web Client Automation Server, Siebel COM Data Control, Siebel COM Data Server, and Siebel Mobile/Dedicated Web Client Automation Server
- CORBA using Siebel CORBA Object Manager
- Java or J2EE using Siebel Java Data Bean, JMS or JCA
- HTTP-based Integration Objects
- Transport technologies such as: MQ Series, MSMQ, BizTalk, OLE DB

Siebel CRM Web Channel user capabilities include:

- Full access to the data model corresponding to the business objects licensed
- Reduced access to specialized application behavior, especially within specialized applet classes
- Ability to customize and extend application behavior via Siebel business services and scripting

|  | License Price | Software Update License & Support | Licensing Metric | Minimum |
|--|---------------|-----------------------------------|------------------|---------|
| <b>Siebel CRM Web Channel</b>                          |               |                                   |                  |         |
| Siebel CRM Web Channel for Employees- up to 15 Objects | 700           | 154.00                            | Application User |         |
| Siebel CRM Web Channel for Customers- up to 15 Objects | 69,000        | 15,180.00                         | Processor        |         |

**Siebel Communications, Media and Energy Applications Pricing**  
**Siebel Communications, Media and Energy - Employee Applications**

All modules, except those in the "Applications Not Requiring CRM Base" section, require a Siebel CRM Base--see the price list supplement for detailed requirements on each module. All customers can add CRM modules to their solution--including Industry users. There are some modules that have an industry specific version. When a customer licenses an industry base option check that industry module section for a replacement. The industry specific module should be quoted in place of the CRM version. (e.g. if the customer licenses the Communications, Media & Energy base option and they want contracts functionality, they should license Siebel CME Contracts not Siebel Contracts.

|  | License Price | Software Update License & Support | Licensing Metric | Minimum |
|--|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Communications, Media and Energy General</b>                   |               |                                   |                  |         |
| Siebel CME Contracts   | 700           | 154.00                            | Application User |         |
| Siebel Contract Terms and Conditions                                     | 460           | 101.20                            | Application User |         |
| Siebel Network Order Entry   | 460           | 101.20                            | Application User |         |
| Siebel Premises  | 175           | 38.50                             | Application User |         |
| Siebel Rollup  | 200           | 44.00                             | Application User |         |
| Siebel Work Orders   | 175           | 38.50                             | Application User |         |
| <b>Siebel Communications, Media and Energy Customer Order Management</b> |               |                                   |                  |         |
| Siebel Bulk Order Capture  | 750           | 165.00                            | Application User |         |
| Siebel Bulk Orders Administration Server                                 | 115,000       | 25,300.00                         | Customer         |         |
| Siebel CME Quote and Order Capture                                       | 1,500         | 330.00                            | Application User |         |
| Siebel Multisite Ordering  | 595           | 130.90                            | 100 Sites        | 300     |
| Siebel Promotion Groups  | 750           | 165.00                            | Application User |         |
| <b>Siebel Communications, Media and Energy Sales</b>                     |               |                                   |                  |         |
| Siebel Call Reports  | 120           | 26.40                             | Application User |         |
| Siebel Design Opportunity Management                                     | 300           | 66.00                             | Application User |         |
| Siebel Field Service Assets  | 175           | 38.50                             | Application User |         |
| Siebel Pricing Authorization Management                                  | 200           | 44.00                             | Application User |         |
| Siebel Pricing Claims Server - Up to 20 Users                            | 115,000       | 25,300.00                         | Computer         |         |
| <b>Siebel Communications, Media and Energy Service</b>                   |               |                                   |                  |         |
| Siebel Billing Management  | 175           | 38.50                             | Application User |         |
| Siebel Credit Management   | 175           | 38.50                             | Application User |         |
| Siebel Fraud Management  | 120           | 26.40                             | Application User |         |
| Siebel Price Comparison  | 2,500         | 550.00                            | Application User |         |

**Siebel Communications, Media and Energy Applications Pricing**  
**Siebel Communications, Media and Energy - Customer Applications**

*The Siebel CRM Customer Applications are available, and may only be used by, customers of a Siebel customer.*

|  | License Price | Software Update License & Support | Licensing Metric | Minimum |
|--|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Communications, Media and Energy Self-Service</b>            |               |                                   |                  |         |
| Siebel Communications E-Commerce                                       | 415,000       | 91,300.00                         | Processor        | 2       |
| Siebel Communications E-Support  | 210,000       | 46,200.00                         | Processor        | 2       |
| <b>Siebel Communications, Media and Energy Customer Portal</b>         |               |                                   |                  |         |
| Siebel CME eCustomer   | 175,000       | 38,500.00                         | Processor        |         |
| Siebel CME eSales  | 115,000       | 25,300.00                         | Processor        |         |
| Siebel CME eService  | 57,500        | 12,650.00                         | Processor        |         |
| Siebel CME Web Marketing   | 34,500        | 7,590.00                          | Processor        |         |
| <b>Siebel Communications, Media and Energy Customer Portal Modules</b> |               |                                   |                  |         |
| Siebel Price Comparison for Customers                                  | 57,500        | 12,650.00                         | Processor        |         |
| Siebel CME Quote and Order Capture for Customers                       | 40,000        | 8,800.00                          | Processor        |         |

**Siebel Communications, Media and Energy Applications Pricing**  
**Siebel Communications, Media and Energy - Partner Applications**

*For each Partner user, Siebel partner options must be licensed at the same level or less than the Siebel CME Partner Portal. For Example, if the customer licensed 100 Siebel CME Partner Portal then Siebel CME Partner Commerce must have a quantity of 100 or less. This rule applies only to options using the Registered User metric.*

|   | License Price | Software Update License & Support | Licensing Metric | Minimum |
|---|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Communications, Media and Energy Partner Portal</b>         |               |                                   |                  |         |
| Siebel CME Partner Portal   | 525           | 115.50                            | Registered User  |         |
| <b>Siebel Communications, Media and Energy Partner Portal Modules</b> |               |                                   |                  |         |
| Siebel CME Partner Commerce   | 400           | 88.00                             | Registered User  |         |
| Siebel Bulk Order Capture for Partners                                | 175           | 38.50                             | Registered User  |         |
| Siebel Credit Management for Partners                                 | 60            | 13.20                             | Registered User  |         |
| Siebel Design Opportunity Management for Partners                     | 120           | 26.40                             | Registered User  |         |
| Siebel Fraud Management for Partners                                  | 60            | 13.20                             | Registered User  |         |
| Siebel Pricing Authorization Management for Partners                  | 175           | 38.50                             | Registered User  |         |
| Siebel Promotion Groups for Partners                                  | 175           | 38.50                             | Registered User  |         |
| Siebel CME Quote and Order Capture for Partners                       | 400           | 88.00                             | Registered User  |         |

**Siebel Financial Services Applications Pricing  
Siebel Financial Services Employee Applications**

All modules, except those in the "Applications Not Requiring CRM Base" section, require a Siebel CRM Base--see the price list supplement for detailed requirements on each module. All customers can add CRM modules to their solution--including Industry users. There are some modules that have an industry specific version. When a customer licenses an industry base option check that industry module section for a replacement. The industry specific module should be quoted in place of the CRM version. (e.g. if the customer licenses the Communications, Media & Energy base option and they want contracts functionality, they should license Siebel CME Contracts not Siebel Contracts.

|   | License Price | Software Update License & Support | Licensing Metric | Minimum |
|---|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Financial Services General</b>                        |               |                                   |                  |         |
| Siebel Customer Relationship Console - HTML                     | 850           | 187.00                            | Application User |         |
| Siebel Finance Events Manager                                   | 400           | 88.00                             | Application User |         |
| Siebel Financial Accounts                                       | 200           | 44.00                             | Application User |         |
| Siebel Network Order Entry                                      | 460           | 101.20                            | Application User |         |
| Siebel Financial Services Proposals and Presentations           | 400           | 88.00                             | Application User |         |
| Siebel Rollup   | 200           | 44.00                             | Application User |         |
| <b>Siebel Financial Services Customer Order Management</b>      |               |                                   |                  |         |
| Siebel Financial Services Customer Order Management for Banking | 1,500         | 330.00                            | Application User |         |
| Siebel Financial Services Quote and Order Capture               | 1,150         | 253.00                            | Application User |         |
| Siebel Financial Services Quotes                                | 460           | 101.20                            | Application User |         |
| <b>Siebel Financial Services Sales</b>                          |               |                                   |                  |         |
| Siebel Call Reports   | 120           | 26.40                             | Application User |         |
| Siebel Needs Analysis/Applications - Non credit                 | 200           | 44.00                             | Application User |         |
| <b>Siebel Financial Services Finance Line of Business</b>       |               |                                   |                  |         |
| Siebel Collections  | 575           | 126.50                            | Application User |         |
| Siebel Commercial Banking Loan Approval                         | 300           | 66.00                             | Application User |         |
| Siebel Corporate and Commercial Banking                         | 200           | 44.00                             | Application User |         |
| Siebel Credit Origination                                       | 260           | 57.20                             | Application User |         |
| Siebel Institutional Sales and Research                         | 300           | 66.00                             | Application User |         |
| Siebel Investment Banking                                       | 200           | 44.00                             | Application User |         |
| Siebel Investment Management                                    | 300           | 66.00                             | Application User |         |
| Siebel Retirement/Pension Management                            | 300           | 66.00                             | Application User |         |
| Siebel Small Business Banking                                   | 200           | 44.00                             | Application User |         |
| Siebel Wealth Management  | 300           | 66.00                             | Application User |         |
| <b>Siebel Financial Services Healthcare</b>                     |               |                                   |                  |         |
| Siebel Group Coverage   | 300           | 66.00                             | Application User |         |
| Siebel Healthcare Providers and Facilities                      | 200           | 44.00                             | Application User |         |
| Siebel Individual Coverage                                      | 180           | 39.60                             | Application User |         |
| <b>Siebel Financial Services Insurance</b>                      |               |                                   |                  |         |
| Siebel Group Pensions   | 300           | 66.00                             | Application User |         |
| Siebel Group Policies   | 300           | 66.00                             | Application User |         |
| Siebel Individual Life and Annuities                            | 175           | 38.50                             | Application User |         |
| Siebel Personal Lines Claims                                    | 230           | 50.60                             | Application User |         |
| Siebel Personal Lines Policies                                  | 300           | 66.00                             | Application User |         |
| <b>Siebel Financial Services Insurance Service</b>              |               |                                   |                  |         |
| Siebel Insurance Field Service                                  | 575           | 126.50                            | Application User |         |

**Siebel Financial Services Applications Pricing**  
**Siebel Financial Services - Customer Applications**

*The Siebel CRM Customer Applications are available, and may only be used by, customers of a Siebel customer.*

|  | License Price | Software Update License & Support | Licensing Metric | Minimum |
|--|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Financial Services Customer Portal</b>         |               |                                   |                  |         |
| Siebel Financial Services eCustomer                      | 172,500       | 37,950.00                         | Processor        |         |
| Siebel Financial Services eSales                         | 115,000       | 25,300.00                         | Processor        |         |
| Siebel Financial Services eService                       | 57,500        | 12,650.00                         | Processor        |         |
| Siebel Financial Services Web Marketing                  | 34,500        | 7,590.00                          | Processor        |         |
| Siebel Enrollment Portal                                 | 70,000        | 15,400.00                         | Processor        |         |
| <b>Siebel Financial Services Customer Portal Modules</b> |               |                                   |                  |         |
| Siebel Finance Events                                    | 40,000        | 8,800.00                          | Processor        |         |

**Siebel Financial Services Applications Pricing**  
**Siebel Financial Services - Partner Applications**

|  | License Price | Software Update License & Support | Licensing Metric | Minimum |
|--|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Financial Services Partner Portal</b>                    |               |                                   |                  |         |
| Siebel Agent Portal  | 500           | 110.00                            | Registered User  |         |
| Siebel Finance Partner Portal                                      | 500           | 110.00                            | Registered User  |         |
| Siebel Service Provider Portal                                     | 175           | 38.50                             | Registered User  |         |
| <b>Siebel Financial Services Agent Portal Options</b>              |               |                                   |                  |         |
| Siebel Individual and Group Coverage for Partners                  | 120           | 26.40                             | Registered User  |         |
| Siebel Life and Pensions for Partners                              | 120           | 26.40                             | Registered User  |         |
| Siebel P&C Claims for Partners                                     | 120           | 26.40                             | Registered User  |         |
| Siebel P&C Policies for Partners                                   | 175           | 38.50                             | Registered User  |         |
| <b>Siebel Financial Services Partner Portal Modules</b>            |               |                                   |                  |         |
| Siebel Financial Services Proposals and Presentations for Partners | 175           | 38.50                             | Registered User  |         |

**Siebel Life Sciences Applications Pricing**  
**Siebel Life Sciences - Employee Applications**

All modules, except those in the "Applications Not Requiring CRM Base" section, require a Siebel CRM Base--see the price list supplement for detailed requirements on each module. All customers can add CRM modules to their solution--including Industry users. There are some modules that have an industry specific version. When a customer licenses an industry base option check that industry module section for a replacement. The industry specific module should be quoted in place of the CRM version. (e.g. if the customer licenses the Communications, Media & Energy base option and they want contracts functionality, they should license Siebel CME Contracts not Siebel Contracts.

|   | License Price | Software Update License & Support | Licensing Metric | Minimum |
|---|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Life Sciences General</b>                                 |               |                                   |                  |         |
| Siebel Advanced Contracts   | 1,450         | 319.00                            | Application User |         |
| Siebel Business Rules   | 400           | 88.00                             | Application User |         |
| Siebel Contract Terms and Conditions                                | 460           | 101.20                            | Application User |         |
| Siebel Managed Care   | 1,150         | 253.00                            | Application User |         |
| Siebel Managed Care Profile   | 300           | 66.00                             | Application User |         |
| Siebel Medical Education  | 200           | 44.00                             | Application User |         |
| Siebel Network Order Entry  | 460           | 101.20                            | Application User |         |
| Siebel Opportunities and Contracts                                  | 300           | 66.00                             | Application User |         |
| Siebel Pharma Campaigns   | 575           | 126.50                            | Application User |         |
| Siebel Prescription Analysis  | 300           | 66.00                             | Application User |         |
| Siebel Rollup   | 200           | 44.00                             | Application User |         |
| Siebel Samples  | 300           | 66.00                             | Application User |         |
| <b>Siebel Life Sciences Sales</b>                                   |               |                                   |                  |         |
| Siebel Design Opportunity Management                                | 300           | 66.00                             | Application User |         |
| Siebel Pricing Authorization Management                             | 200           | 44.00                             | Application User |         |
| Siebel Pricing Claims Server-Up to 20 Users                         | 115,000       | 25,300.00                         | Computer         |         |
| <b>Siebel Life Sciences Service</b>                                 |               |                                   |                  |         |
| Siebel Collections  | 575           | 126.50                            | Application User |         |
| <b>Siebel Life Sciences Medical Sales</b>                           |               |                                   |                  |         |
| Siebel Medical Handheld   | 700           | 154.00                            | Application User |         |
| Siebel Medical Inventory Management                                 | 300           | 66.00                             | Application User |         |
| <b>Siebel Life Sciences Medical Service</b>                         |               |                                   |                  |         |
| Siebel Medical Field Service  | 575           | 126.50                            | Application User |         |
| <b>Siebel Life Sciences Pharma Sales</b>                            |               |                                   |                  |         |
| Siebel Pharma Handheld  | 700           | 154.00                            | Application User |         |
| Siebel Signature Capture  | 120           | 26.40                             | Application User |         |
| <b>Siebel Life Sciences Pharma Marketing Server</b>                 |               |                                   |                  |         |
| Siebel Pharma Marketing Server-First Brand                          | 1.15          | 0.2500                            | Customer Record  |         |
| Siebel Pharma Marketing Server-Additional Brand                     | 1.15          | 0.2500                            | Customer Record  |         |
| Siebel Pharma Marketing Server-Unlimited Brands – Unlimited records | 345,000       | 75,900.00                         | Processor        |         |

**Siebel Life Sciences Applications Pricing**  
**Siebel Life Sciences - Employee Applications Not Requiring a Base**

|  | License Price | Software Update License & Support | Licensing Metric | Minimum |
|--|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Life Sciences not requiring a Base - General</b>       |               |                                   |                  |         |
| Siebel Medical Handheld Stand Alone                              | 1,350         | 297.00                            | Application User |         |
| Siebel Pharma Handheld Stand Alone                               | 1,350         | 297.00                            | Application User |         |
| <b>Siebel Life Sciences Medical Handheld Stand Alone Modules</b> |               |                                   |                  |         |
| Siebel Medical Inventory Management                              | 300           | 66.00                             | Application User |         |
| <b>Siebel Life Sciences Pharma Handheld Stand Alone Modules</b>  |               |                                   |                  |         |
| Siebel Expense Reports for Handheld Stand Alone                  | 115           | 25.30                             | Application User |         |
| Siebel Medical Education for Handheld Stand Alone                | 115           | 25.30                             | Application User |         |
| Siebel Samples for Handheld Stand Alone                          | 175           | 38.50                             | Application User |         |
| Siebel Signature Capture Stand Alone                             | 115           | 25.30                             | Application User |         |

**Siebel Life Sciences Applications Pricing**  
**Siebel Life Sciences - Customer Applications**

*The Siebel CRM Customer Applications are available, and may only be used by, customers of a Siebel customer.*

|   | License Price | Software Update License & Support | Licensing Metric | Minimum |
|---|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Life Sciences Customer Portal</b>                             |               |                                   |                  |         |
| Siebel Pharma eService  | 80,000        | 17,600.00                         | Processor        |         |
| <b>Siebel Life Sciences Pharma eService Modules</b>                     |               |                                   |                  |         |
| Siebel MedEd for Customers  | 29,000        | 6,380.00                          | Processor        |         |
| Siebel Samples for Customers  | 29,000        | 6,380.00                          | Processor        |         |
| Siebel Details  | 175           | 38.50                             | Application User |         |
| Siebel Details – Server capacity for an additional 10 concurrent users  | 27,500        | 6,050.00                          | Computer         |         |
| Siebel Details – Server capacity for an additional 50 concurrent users  | 55,000        | 12,100.00                         | Computer         |         |
| Siebel Details – Server capacity for an additional 100 concurrent users | 90,000        | 19,800.00                         | Computer         |         |
| Siebel Details – Server capacity for an additional 200 concurrent users | 126,500       | 27,830.00                         | Computer         |         |

**Siebel Life Sciences Applications Pricing**  
**Siebel Life Sciences - Partner Applications**

|   | License Price | Software Update License & Support | Licensing Metric | Minimum |
|---|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Life Sciences Partner Portal Modules</b>                      |               |                                   |                  |         |
| Siebel Delegated Business Rules for Partners                            | 175           | 38.50                             | Registered User  |         |
| Siebel Design Opportunity Management for Partners                       | 120           | 26.40                             | Registered User  |         |
| Siebel Details  | 175           | 38.50                             | Application User |         |
| Siebel Details – Server capacity for an additional 10 concurrent users  | 27,500        | 6,050.00                          | Computer         |         |
| Siebel Details – Server capacity for an additional 50 concurrent users  | 55,000        | 12,100.00                         | Computer         |         |
| Siebel Details – Server capacity for an additional 100 concurrent users | 90,000        | 19,800.00                         | Computer         |         |
| Siebel Details – Server capacity for an additional 200 concurrent users | 126,500       | 27,830.00                         | Computer         |         |
| Siebel Life Sciences Field Service for Partners                         | 350           | 77.00                             | Registered User  |         |
| Siebel Pricing Authorization Management for Partners                    | 175           | 38.50                             | Registered User  |         |

**Siebel Manufacturing and Distribution Applications Pricing**  
**Siebel Manufacturing - Employee Applications**

All modules, except those in the "Applications Not Requiring CRM Base" section, require a Siebel CRM Base--see the price list supplement for detailed requirements on each module. All customers can add CRM modules to their solution--including Industry users. There are some modules that have an industry specific version. When a customer licenses an industry base option check that industry module section for a replacement. The industry specific module should be quoted in place of the CRM version. (e.g. if the customer licenses the Communications, Media & Energy base option and they want contracts functionality, they should license Siebel CME Contracts not Siebel Contracts.

|  | License Price | Software Update License & Support | Licensing Metric | Minimum |
|--|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Manufacturing General</b>                        |               |                                   |                  |         |
| Siebel Contract Terms and Conditions                       | 460           | 101.20                            | Application User |         |
| Siebel Network Order Entry                                 | 460           | 101.20                            | Application User |         |
| <b>Siebel Manufacturing Automotive</b>                     |               |                                   |                  |         |
| Siebel Business Rules                                      | 400           | 88.00                             | Application User |         |
| Siebel Financial Accounts                                  | 200           | 44.00                             | Application User |         |
| Siebel Lease End-of-Term Processing                        | 200           | 44.00                             | Application User |         |
| Siebel Personal Lines Claims                               | 230           | 50.60                             | Application User |         |
| Siebel Remarketing   | 575           | 126.50                            | Application User |         |
| Siebel Title Management                                    | 120           | 26.40                             | Application User |         |
| Siebel Vehicle Contracts                                   | 200           | 44.00                             | Application User |         |
| <b>Siebel Manufacturing Oil, Gas and Chemicals</b>         |               |                                   |                  |         |
| Siebel OGC Contracts                                       | 700           | 154.00                            | Application User |         |
| Siebel OGC Quote and Order Capture                         | 1,150         | 253.00                            | Application User |         |
| Siebel Premises  | 175           | 38.50                             | Application User |         |
| Siebel Rollup  | 200           | 44.00                             | Application User |         |
| Siebel Work Orders   | 175           | 38.50                             | Application User |         |
| <b>Siebel Manufacturing Sales</b>                          |               |                                   |                  |         |
| Siebel Design Opportunity Management                       | 300           | 66.00                             | Application User |         |
| Siebel Pricing Authorization Management                    | 200           | 44.00                             | Application User |         |
| Siebel Pricing Claims Server-Up to 20 User                 | 115,000       | 25,300.00                         | Computer         |         |
| <b>Siebel Manufacturing Automotive Sales</b>               |               |                                   |                  |         |
| Siebel Credit Origination                                  | 260           | 57.20                             | Application User |         |
| <b>Siebel Manufacturing Oil, Gas and Chemicals Sales</b>   |               |                                   |                  |         |
| Siebel Call Reports  | 120           | 26.40                             | Application User |         |
| <b>Siebel Manufacturing Automotive Service</b>             |               |                                   |                  |         |
| Siebel Collections   | 575           | 126.50                            | Application User |         |
| <b>Siebel Manufacturing Oil, Gas and Chemicals Service</b> |               |                                   |                  |         |
| Siebel Billing Management                                  | 175           | 38.50                             | Application User |         |
| Siebel Credit Management                                   | 175           | 38.50                             | Application User |         |
| Siebel Fraud Management                                    | 120           | 26.40                             | Application User |         |

**Siebel Manufacturing and Distribution Applications Pricing**  
**Siebel Manufacturing - Customer Applications**

*The Siebel CRM Customer Applications are available, and may only be used by, customers of a Siebel customer.*

|  | License Price | Software Update License & Support | Licensing Metric | Minimum |
|--|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Manufacturing Customer Portal</b>                        |               |                                   |                  |         |
| Siebel OGC eCustomer   | 172,500       | 37,950.00                         | Processor        |         |
| Siebel OGC eSales  | 115,000       | 25,300.00                         | Processor        |         |
| Siebel OGC eService  | 57,500        | 12,650.00                         | Processor        |         |
| Siebel OGC Web Marketing   | 34,500        | 7,590.00                          | Processor        |         |
| <b>Siebel Manufacturing Oil, Gas and Chemicals Customer Portal</b> |               |                                   |                  |         |
| Siebel OGC Quote and Order Capture for Customers                   | 40,000        | 8,800.00                          | Processor        |         |

**Siebel Manufacturing and Distribution Applications Pricing**  
**Siebel Manufacturing - Partner Applications**

|  | License Price | Software Update License & Support | Licensing Metric | Minimum |
|--|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Manufacturing Partner Portal</b>                                   |               |                                   |                  |         |
| Siebel Dealer Portal   | 500           | 110.00                            | Registered User  |         |
| Siebel OGC Partner Portal  | 500           | 110.00                            | Registered User  |         |
| <b>Siebel Manufacturing Partner Portal Modules</b>                           |               |                                   |                  |         |
| Siebel Design Opportunity Management for Partners                            | 120           | 26.40                             | Registered User  |         |
| Siebel Pricing Authorization Management for Partners                         | 175           | 38.50                             | Registered User  |         |
| <b>Siebel Manufacturing Dealer Portal Modules</b>                            |               |                                   |                  |         |
| <i>(Each user of Dealer Portal Options requires a user of Dealer Portal)</i> |               |                                   |                  |         |
| Siebel Credit Origination for Partners                                       | 260           | 57.20                             | Registered User  |         |
| Siebel Dealer Advanced Marketing   | 500           | 110.00                            | Registered User  |         |
| Siebel Delegated Business Rules for Partners                                 | 175           | 38.50                             | Registered User  |         |
| Siebel Financial Accounts for Partners                                       | 175           | 38.50                             | Registered User  |         |
| Siebel Remarketing for Partners  | 575           | 126.50                            | Registered User  |         |
| Siebel Showroom for Dealers  | 575           | 126.50                            | Registered User  |         |
| <b>Siebel Manufacturing Oil, Gas and Chemicals Partner Portal Modules</b>    |               |                                   |                  |         |
| <i>(Each user requires a user of OGC Partner Portal)</i>                     |               |                                   |                  |         |
| Siebel OGC Partner Commerce  | 400           | 88.00                             | Registered User  |         |
| Siebel Credit Management for Partners  | 60            | 13.20                             | Registered User  |         |
| Siebel Fraud Management for Partners   | 60            | 13.20                             | Registered User  |         |
| Siebel OGC Quote and Order Capture for Partners                              | 230           | 50.60                             | Registered User  |         |

**Siebel Manufacturing and Distribution Applications Pricing  
Siebel Distribution - Employee Applications**

All modules, except those in the "Applications Not Requiring CRM Base" section, require a Siebel CRM Base--see the price list supplement for detailed requirements on each module. All customers can add CRM modules to their solution--including Industry users. There are some modules that have an industry specific version. When a customer licenses an industry base option check that industry module section for a replacement. The industry specific module should be quoted in place of the CRM version. (e.g. if the customer licenses the Communications, Media & Energy base option and they want contracts functionality, they should license Siebel CME Contracts not Siebel Contracts.

|   | License Price | Software Update License & Support | Licensing Metric | Minimum |
|---|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Distribution General</b>                                    |               |                                   |                  |         |
| Siebel Contract Terms and Conditions                                  | 460           | 101.20                            | Application User |         |
| Siebel Network Order Entry  | 460           | 101.20                            | Application User |         |
| <b>Siebel Distribution Consumer Goods General</b>                     |               |                                   |                  |         |
| Siebel Advanced Contracts   | 1,450         | 319.00                            | Application User |         |
| Siebel Consumer Goods Customer Order Management Administration Server | 138,000       | 30,360.00                         | Customer         |         |
| Siebel Deductions   | 200           | 44.00                             | Application User |         |
| Siebel Consumer Goods Dynamic Catalog                                 | 400           | 88.00                             | Application User |         |
| Siebel Inventory and Order Management                                 | 1,150         | 253.00                            | Application User |         |
| Siebel Consumer Goods Quote and Order Capture                         | 870           | 191.40                            | Application User |         |
| Siebel Sales Volume Planning  | 300           | 66.00                             | Application User |         |
| Siebel Trade Promotions   | 350           | 77.00                             | Application User |         |
| Demantra Predictive Trade Planning                                    | 1,800         | 396.00                            | \$Million COGS   | 150     |
| option: Demantra Trade Promotion Optimization                         | 870           | 191.40                            | \$Million COGS   | 150     |
| <b>Siebel Distribution Consumer Goods Sales</b>                       |               |                                   |                  |         |
| Siebel Consumer Goods Sales Handheld                                  | 700           | 154.00                            | Application User |         |
| Siebel Van Sales/Delivery   | 460           | 101.20                            | Application User |         |
| <b>Siebel Distribution Hospitality Sales</b>                          |               |                                   |                  |         |
| Siebel Group Inventory and Execution                                  | 4,200         | 924.00                            | Application User |         |
| <b>Siebel Distribution Not Requiring a Base - General</b>             |               |                                   |                  |         |
| Siebel Consumer Goods Sales Handheld DSS                              | 1,350         | 297.00                            | Application User |         |
| Siebel Van Sales/Delivery   | 460           | 101.20                            | Application User |         |
| Siebel Group Sales and Event Management                               | 200           | 44.00                             | Guest Room       |         |

**Siebel Manufacturing and Distribution Applications Pricing  
Siebel Distribution - Partner Applications**

|  | License Price | Software Update License & Support | Licensing Metric | Minimum |
|--|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Distribution Consumer Goods Partner Portal Modules</b> |               |                                   |                  |         |
| Siebel Deductions for Partners                                   | 175           | 38.50                             | Registered User  |         |
| Siebel Sales Volume Planning for Partners                        | 120           | 26.40                             | Registered User  |         |
| Siebel Trade Promotions for Partners                             | 300           | 66.00                             | Registered User  |         |

**Siebel Public Sector Applications Pricing**  
**Siebel Public Sector - Employee Applications**

All modules, except those in the "Applications Not Requiring CRM Base" section, require a Siebel CRM Base--see the price list supplement for detailed requirements on each module. All customers can add CRM modules to their solution--including Industry users. There are some modules that have an industry specific version. When a customer licenses an industry base option check that industry module section for a replacement. The industry specific module should be quoted in place of the CRM version. (e.g. if the customer licenses the Communications, Media & Energy base option and they want contracts functionality, they should license Siebel CME Contracts not Siebel Contracts.

|   | License Price | Software Update License & Support | Licensing Metric | Minimum |
|---|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Public Sector General</b><br>Siebel Network Order Entry | 460           | 101.20                            | Application User |         |

**Siebel Public Sector Applications Pricing**  
**Siebel Public Sector Customer Applications**

*The Siebel CRM Customer Applications are available, and may only be used by, customers of a Siebel customer.*

|  | License Price | Software Update License & Support | Licensing Metric | Minimum |
|--|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Public Sector Self-Service</b><br>Siebel Public Sector E-Support   | 175,000       | 38,500.00                         | Processor        | 2       |
| <b>Siebel Public Sector Customer Portal</b><br>Siebel Public Sector eService | 80,000        | 17,600.00                         | Processor        |         |

**Siebel Public Sector Applications Pricing**  
**Siebel Public Sector Partner Applications**

|   | License Price | Software Update License & Support | Licensing Metric | Minimum |
|---|---------------|-----------------------------------|------------------|---------|
| <b>Siebel Public Sector Partner Portal</b><br>Siebel Public Sector Partner Portal | 500           | 110.00                            | Registered User  |         |

## Complementary Applications to Siebel CRM

### Siebel CRM Applications Pricing Oracle E-Billing Applications

Licensing Oracle Self-Service E-Billing does not require also licensing any Siebel applications. The customer can run Self-Service E-Billing on its own.

|  | License Price | Software Update License & Support | Licensing Metric                  | Minimum |
|--|---------------|-----------------------------------|-----------------------------------|---------|
| <b>Oracle Self-Service E-Billing</b>           |               |                                   |                                   |         |
| Oracle Self-Service E-Billing Business Edition | 10,500        | 2,310.00                          | \$M in Application Annual Revenue | 50      |
| Oracle Self-Service E-Billing Consumer Edition | 8             | 1.76                              | Registered User                   | 50,000  |

### Siebel CRM Applications Pricing Real-Time Decisions (RTD) Applications

**RTD**

|  |        |           |                  |  |
|--|--------|-----------|------------------|--|
| Oracle Real-Time Decisions Base Application                        | 57,500 | 12,650.00 | Processor        |  |
| Oracle Real-Time Decisions for Siebel Intelligent Offer Generation | 1,800  | 396.00    | Application User |  |
| Oracle Real-Time Decisions for Siebel E-Commerce                   | 57,500 | 12,650.00 | Processor        |  |

### Siebel CRM Applications Pricing Oracle Policy Automation Applications

NOTE: The number of licenses required for Oracle Policy Automation Connectors is determined by counting the number of processors or application users for the OPA instances being connected to. For instance, if the customer uses Processor licenses to connect Siebel to OPA, the number of processors needed are based on the OPA instance not the Siebel instance.

|   | License Price | Software Update License & Support | Licensing Metric   | Minimum |
|---|---------------|-----------------------------------|--------------------|---------|
| <b>Policy Automation Authoring</b>                          |               |                                   |                    |         |
| Oracle Policy Modeling                                      | 100,000       | 22,000.00                         | Application User   |         |
| <b>Policy Automation Deployment</b>                         |               |                                   |                    |         |
| Oracle Policy Automation                                    | 200,000       | 44,000.00                         | Processor          |         |
| Oracle Policy Automation                                    | 1,000         | 220.00                            | Application User   | 500     |
| Oracle Policy Automation for Mobile Devices                 | 1,000         | 220.00                            | Application User   | 500     |
| Oracle Policy Automation for Oracle CRM On Demand           | 500           | 110.00                            | Application User   | 50      |
| <b>Policy Automation General</b>                            |               |                                   |                    |         |
| Oracle Policy Automation Connector for Siebel               | 80,000        | 17,600.00                         | Processor          |         |
| Oracle Policy Automation Connector for Siebel               | 400           | 88.00                             | Application User   | 500     |
| Oracle Policy Automation Connector for Oracle CRM On Demand | 50,000        | 11,000.00                         | Connected Instance |         |
| Oracle Policy Automation Connector for SAP Java Connector   | 120,000       | 26,400.00                         | Processor          |         |
| Oracle Policy Automation Connector for SAP Java Connector   | 600           | 132.00                            | Application User   | 500     |

**Siebel CRM Applications Pricing  
Oracle ATG and Endeca Offerings**

|  | License Price | Software Update License & Support | Licensing Metric          | Minimum |
|--|---------------|-----------------------------------|---------------------------|---------|
| <b>ATG Commerce</b>                            |               |                                   |                           |         |
| ATG Web Commerce                               | 1,000,000     | 220,000.00                        | 500,000 Requests per Day  |         |
| WebCenter Sites for Oracle ATG Web Commerce    | 80,000        | 17,600.00                         | 500,000 Requests per Day  |         |
| ATG Web Commerce Merchandising                 | 50,000        | 11,000.00                         | Application User          | 2       |
| ATG Web Commerce Service Center                | 2,500         | 550.00                            | Application User          | 20      |
| ATG Web Commerce Search                        | 160,000       | 35,200.00                         | Processor                 |         |
| <b>ATG Developer and Administrator</b>         |               |                                   |                           |         |
| ATG Web Commerce Developer and Administrator   | 5,000         | 1,100.00                          | Application User          |         |
| <b>ATG Knowledge Manager</b>                   |               |                                   |                           |         |
| ATG Web Knowledge Manager                      | 10,000        | 2,200.00                          | Application User          | 20      |
| ATG Web Knowledge Manager Self-Service         | 200,000       | 44,000.00                         | Processor                 |         |
| <b>Endeca Search</b>                           |               |                                   |                           |         |
| Endeca Guided Search                           | 300,000       | 66,000.00                         | 1,000,000 Queries per Day |         |
| Endeca Experience Manager                      | 200,000       | 44,000.00                         | 500,000 Requests per Day  |         |
| <b>Endeca Search Add-Ons</b>                   |               |                                   |                           |         |
| Endeca Relationship Discovery                  | 45,000        | 9,900.00                          | Processor                 |         |
| Endeca Text Enrichment                         | 15,000        | 3,300.00                          | Processor                 |         |
| Endeca Text Enrichment with Sentiment Analysis | 45,000        | 9,900.00                          | Processor                 |         |
| <b>Endeca Developer and Administrator</b>      |               |                                   |                           |         |
| Endeca Developer                               | 5,000         | 1,100.00                          | Application User          |         |

**Siebel CRM Applications Pricing  
Oracle Knowledge Applications**

**Oracle Knowledge Notes**

- Oracle Knowledge Standard Edition offerings are limited to 10 moderators in the community forums and access by 250 partner organizations.
- Oracle Knowledge Standard Edition offerings do not include Industry ontologies (pre-packaged dictionaries with common industry terminology) and Guided Flows (decision tree style question-answer diagnostics).
- Oracle Knowledge Enterprise Edition customers receive everything in the Standard Edition version plus unlimited forum moderators, unlimited partner organization access, as well as industry ontologies and Guided Flows.
- Oracle Knowledge for Web Self-Service (Standard and Enterprise) include all Web Self-Service interfaces owned by the client, including the www support site, extranets for partners, agents or distributors as well as intranets for knowledge sharing.
- Oracle Knowledge for Contact Center licenses are required for all knowledge authors or other users such as approvers and reviewers contributing to knowledge creation workflows.

|  | License Price | Software Update License & Support | Licensing Metric | Minimum |
|--|---------------|-----------------------------------|------------------|---------|
| <b>Knowledge Enterprise Edition</b>                      |               |                                   |                  |         |
| Oracle Knowledge for Contact Center Enterprise Edition   | 2,000         | 440                               | Application User |         |
| Oracle Knowledge for Web Self Service Enterprise Edition | 300,000       | 66,000                            | Processor        |         |
| <b>Knowledge Standard Edition</b>                        |               |                                   |                  |         |
| Oracle Knowledge for Contact Center Standard Edition     | 1,250         | 275                               | Application User |         |
| Oracle Knowledge for Web Self Service Standard Edition   | 150,000       | 33,000                            | Processor        |         |
| <b>Knowledge Analytics</b>                               |               |                                   |                  |         |
| Oracle Knowledge Analytics                               | 5,800         | 1,276                             | Application User | 5       |

**Siebel CRM Applications Pricing**  
**Oracle ATG Click-to-Call, Live Help, and Recommendations**

|   | Annual Fee               | Support  | Licensing Metric       | Minimum |
|---|--------------------------|----------|------------------------|---------|
| <b>Click-to-Call Cloud Service</b>              |                          |          |                        |         |
| <b>Click-to-Call Interactions Cloud Service</b> |                          |          |                        |         |
| 10,000 - 49,999 Interactions                    | 600                      | Included | 1K Interaction Credits |         |
| 50,000 - 99,999 Interactions                    | 550                      | Included | 1K Interaction Credits |         |
| 100,000 - 249,999 Interactions                  | 500                      | Included | 1K Interaction Credits |         |
| 250,000 - 499,999 Interactions                  | 450                      | Included | 1K Interaction Credits |         |
| 500,000 - 749,999 Interactions                  | 400                      | Included | 1K Interaction Credits |         |
| 750,000 - 1,449,999 Interactions                | 350                      | Included | 1K Interaction Credits |         |
| 1,500,000 + Interactions                        | 300                      | Included | 1K Interaction Credits |         |
| Click-to-Call Standard Telco Cloud Service      | <u>See Rate Schedule</u> | Included |                        | Minute  |

**Siebel CRM Applications Pricing**  
**Oracle User Productivity Kit (UPK) Applications**

|   | License Price | Software Update License & Support | Licensing Metric | Minimum |
|---|---------------|-----------------------------------|------------------|---------|
| <b>UPK</b>  |               |                                   |                  |         |
| Oracle User Productivity Kit Standard (UPK)                   | 17,500        | 3,850.00                          | UPK Developer    |         |
| Oracle User Productivity Kit Standard (UPK)                   | 90            | 19.80                             | Application User | 50      |
| Oracle User Productivity Kit Standard (UPK)                   | 45            | 9.90                              | Employee         | 500     |
| Oracle User Productivity Kit Professional                     | 17,500        | 3,850.00                          | UPK Developer    |         |
| Oracle User Productivity Kit Professional                     | 100           | 22.00                             | Application User | 50      |
| Oracle User Productivity Kit Professional                     | 50            | 11.00                             | Employee         | 500     |
| <b>UPK Content Materials for CRM</b>                          |               |                                   |                  |         |
| Siebel UPK Fundamentals for Siebel CRM Base                   |               |                                   |                  |         |
| <i>(Up to 4K employees and up to \$1 billion in revenue)</i>  | 35,000        | 7,700.00                          | UPK Module       |         |
| <i>(Over 4K employees and/or over \$1 billion in revenue)</i> | 70,000        | 15,400.00                         | UPK Module       |         |
| Siebel UPK for Oracle Customer Hubs                           |               |                                   |                  |         |
| <i>(Up to 4K employees and up to \$1 billion in revenue)</i>  | 8,800         | 1,936.00                          | UPK Module       |         |
| <i>(Over 4K employees and/or over \$1 billion in revenue)</i> | 17,600        | 3,872.00                          | UPK Module       |         |
| Siebel UPK for Siebel Customer Order Management               |               |                                   |                  |         |
| <i>(Up to 4K employees and up to \$1 billion in revenue)</i>  | 17,500        | 3,850.00                          | UPK Module       |         |
| <i>(Over 4K employees and/or over \$1 billion in revenue)</i> | 35,000        | 7,700.00                          | UPK Module       |         |
| Siebel UPK for Siebel Loyalty                                 |               |                                   |                  |         |
| <i>(Up to 4K employees and up to \$1 billion in revenue)</i>  | 8,800         | 1,936.00                          | UPK Module       |         |
| <i>(Over 4K employees and/or over \$1 billion in revenue)</i> | 17,600        | 3,872.00                          | UPK Module       |         |
| Siebel UPK for Siebel Partner Manager                         |               |                                   |                  |         |
| <i>(Up to 4K employees and up to \$1 billion in revenue)</i>  | 17,500        | 3,850.00                          | UPK Module       |         |
| <i>(Over 4K employees and/or over \$1 billion in revenue)</i> | 35,000        | 7,700.00                          | UPK Module       |         |
| Siebel UPK for Siebel Marketing                               |               |                                   |                  |         |
| <i>(Up to 4K employees and up to \$1 billion in revenue)</i>  | 17,500        | 3,850.00                          | UPK Module       |         |
| <i>(Over 4K employees and/or over \$1 billion in revenue)</i> | 35,000        | 7,700.00                          | UPK Module       |         |
| Siebel UPK for Siebel Sales                                   |               |                                   |                  |         |
| <i>(Up to 4K employees and up to \$1 billion in revenue)</i>  | 17,500        | 3,850.00                          | UPK Module       |         |
| <i>(Over 4K employees and/or over \$1 billion in revenue)</i> | 35,000        | 7,700.00                          | UPK Module       |         |
| Siebel UPK for Siebel Service                                 |               |                                   |                  |         |
| <i>(Up to 4K employees and up to \$1 billion in revenue)</i>  | 17,500        | 3,850.00                          | UPK Module       |         |
| <i>(Over 4K employees and/or over \$1 billion in revenue)</i> | 35,000        | 7,700.00                          | UPK Module       |         |
| Siebel UPK for Siebel Territory Management                    |               |                                   |                  |         |
| <i>(Up to 4K employees and up to \$1 billion in revenue)</i>  | 8,800         | 1,936.00                          | UPK Module       |         |
| <i>(Over 4K employees and/or over \$1 billion in revenue)</i> | 17,600        | 3,872.00                          | UPK Module       |         |

**Siebel CRM Applications Pricing  
Oracle Master Data Management Applications**

|  | License Price | Software Update License & Support | Licensing Metric | Minimum   |
|--|---------------|-----------------------------------|------------------|-----------|
| <b>Master Data Management - Customer Hub for B2B</b>   |               |                                   |                  |           |
| Oracle Customer Hub B2B  | 9             | 1.98                              | Record           | 50,000    |
| Oracle Customer Hub Add-on B2B for Siebel CRM and Oracle E-Business Suite  | 4.50          | 0.9900                            | Record           | 50,000    |
| <b>Customer Hub &amp; Customer Hub Add-on options</b> <i>(Customer Hub options are available only with Siebel UCM)</i> |               |                                   |                  |           |
| option: Oracle Activity Hub B2B  | 3.20          | 0.7000                            | Record           | 50,000    |
| option: Oracle Field Service Hub B2B   | 3.20          | 0.7000                            | Record           | 50,000    |
| option: Oracle Marketing Hub B2B   | 3.20          | 0.7000                            | Record           | 50,000    |
| option: Oracle Sales Hub B2B   | 3.20          | 0.7000                            | Record           | 50,000    |
| option: Oracle Service Hub B2B   | 3.20          | 0.7000                            | Record           | 50,000    |
| <b>Master Data Management - Customer Hub for B2C</b>   |               |                                   |                  |           |
| Oracle Customer Hub B2C  | 0.4600        | 0.1000                            | Record           | 1,000,000 |
| Oracle Customer Hub Add-on B2C for Siebel CRM and Oracle E-Business Suite  | 0.2300        | 0.0500                            | Record           | 1,000,000 |
| <b>Customer Hub &amp; Customer Hub Add-on options</b> <i>(Customer Hub options are available only with Siebel UCM)</i> |               |                                   |                  |           |
| option: Oracle Activity Hub B2C  | 0.1600        | 0.0400                            | Record           | 1,000,000 |
| option: Oracle Field Service Hub B2C   | 0.1600        | 0.0400                            | Record           | 1,000,000 |
| option: Oracle Marketing Hub B2C   | 0.1600        | 0.0400                            | Record           | 1,000,000 |
| option: Oracle Privacy Management Policy Hub B2C   | 0.3200        | 0.0700                            | Record           | 1,000,000 |
| option: Oracle Sales Hub B2C   | 0.1600        | 0.0400                            | Record           | 1,000,000 |
| option: Oracle Service Hub B2C   | 0.1600        | 0.0400                            | Record           | 1,000,000 |
| <b>Master Data Management - Vertical Customer Hub</b> <i>(Vertical MDM options are available only with Siebel UCM)</i> |               |                                   |                  |           |
| Oracle Automotive Captive Finance Customer Hub   | 1.60          | 0.3500                            | Record           | 1,000,000 |
| Oracle Case Hub  | 0.3700        | 0.0800                            | Record           | 1,000,000 |
| Oracle Higher Education Constituent Hub  | 1.30          | 0.2900                            | Record           | 300,000   |
| Oracle Life Sciences Customer Hub  | 2.90          | 0.6400                            | Record           | 100,000   |
| <b>Master Data Management - Product Information Management (PIM)</b>   |               |                                   |                  |           |
| Oracle Product Hub   | 14            | 3.08                              | Record           | 20,000    |
| Oracle Product Hub Add-on  | 7             | 1.54                              | Record           | 20,000    |
| <b>Master Data Management - Administrative &amp; Development</b>   |               |                                   |                  |           |
| Oracle Customer Hub Data Steward   | 5,795         | 1,274.90                          | Application User | 10        |
| Oracle Higher Education Constituent Hub Data Steward   | 5,795         | 1,274.90                          | Application User | 10        |
| Oracle Product Hub Data Steward  | 5,795         | 1,274.90                          | Application User | 20        |

**Siebel CRM Applications Pricing  
Oracle Master Data Management Applications**

|  | License Price | Software Update License & Support | Licensing Metric | Minimum |
|--|---------------|-----------------------------------|------------------|---------|
| <b>Master Data Management - Data Quality</b>               |               |                                   |                  |         |
| Oracle Enterprise Data Quality Address Verification Server | 63,300        | 13,926.00                         | Processor        | 4       |
| Oracle Enterprise Data Quality Standardization and Match   | 275,000       | 60,500.00                         | Processor        | 4       |
| Oracle Enterprise Data Quality Profile and Audit           | 150,000       | 33,000.00                         | Processor        | 4       |
| Oracle Enterprise Data Quality Product Data Extension      | 150,000       | 33,000.00                         | Processor        | 4       |
| Oracle Watchlist Screening                                 | 200,000       | 44,000.00                         | Processor        | 4       |

**DEFINITIONS**

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

**\$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.

**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.

**1,000 Claims:** is defined as one thousand unique claims processed through the program during a 12 month period. A unique claim is defined as one of the following: OEM Claims entry, supplier claims entry, adjudication. Claims flow through to OPA for automated processing. **You may not exceed the licensed number of transactions during a 12 month period unless you acquire additional transaction licenses from Oracle.**

**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.

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

**\$M Cost of Goods Sold:** is defined as one million U.S. dollars of the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

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

**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.

**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.

**Contact Record:** is defined as each database record of an individual contact that is stored in the Siebel Data Model

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.

**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.

**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.

The **Siebel Details** Program includes a license for 20 Concurrent Users that authorizes you to use the program on only one Physical Server for a maximum of 20 Concurrent Users at any given time.

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

**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.

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

**Field Resource:** is defined as dispatchers using the programs, as well as engineers, technicians, representatives or other persons scheduled by the programs.

**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 Interaction Credits:** is defined as one thousand interaction credits where one interaction credit is defined as (a) one completed Click to Call session or (b) one Click to Chat session or (c) three Email Response outbound emails sent from the Live Help Agent Console.

A Click to Call session is defined as a user initiated PC-to-phone or phone-to-phone call which is connected to a destination phone number.

A Click to Chat session is defined as a user initiated chat from any channel that is removed from a chat session queue in the Live Help Agent Console via an automatic or manual queue distribution.

An Email Response is defined as an agent reply to an inbound email or an agent-originated email. Any fraction of Email Responses less than three will be rounded up to three for purposes of license quantity requirements.

If at any time the amount of 1K Interaction Credits exceeds the licensed quantity, you are required to order additional services such that the amount of 1K Interaction Credits is equal to or less than the number of licensed quantity.

**\$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.

**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 Hosts, 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, Oracle VM Management Pack, and Provisioning and Patch Automation Pack, only the users of the program that is being managed/monitored are counted for the purpose of determining the number of licenses required.

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

With respect to the following programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Siebel, Load Testing Accelerator for Oracle E-Business Suite, and Load Testing Accelerator Application Development Framework Applications, 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 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 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: Database Firewall, only the processors of the database sources which are protected or monitored must be counted for the purpose of determining the number of licenses required.

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

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

The **Siebel Pricing Claims Server-Up to 20 Application Users** is licensed on a Physical Server basis with a limitation on the number of Application Users.

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

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

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

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

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

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

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

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

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

For the purposes of the following program: Oracle GoldenGate, only (a) the processors running the Oracle database from which you capture data and (b) the processors running 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 processors running the Non Oracle database from which you capture data and (b) the processors running 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 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.

**Product Catalog:** is defined as a single instance of your product offerings in a tabular structure which includes product details such as name, price, category, SKU number, and other data fields. Product Catalogs must be provided from you to Oracle via File Transfer Protocol (FTP) or API feed.

For the purposes of Oracle Recommendations Single-Channel On Demand and Oracle Multi-Channel On Demand, hosting is included for one Product Catalog that includes only up to 500,000 products.

For the purposes of Oracle Recommendations Additional Catalog On Demand, a Product Catalog refers to each of your additional deployed Product Catalogs that each include only up to 500,000 products.

For the purposes of Oracle Recommendations Large Catalog On Demand, a Product Catalog refers to each of your deployed Product Catalogs that each include more than 500,000 products per Product Catalog.

If at any time the amount of Product Catalogs exceeds the licensed quantity, you are required to order additional services such that the amount of Product Catalogs is equal to or less than the number of licensed quantity.

**Record:** For Customer Hub B2B and Hyperion Data Relationship Management for Customer Hub, record is defined as the number of unique customer database records stored in the Customer Hub B2B application (e.g. 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 Customer Data Hub product.

For Customer Hub B2C, record is defined as the number of unique customer database records stored in the Customer Hub B2C application. A customer database record is a unique consumer (i.e. physical person) record which is stored as a contact for the Universal Customer Master product or as a person for the Customer Data Hub product.

For Product Hub, record is defined as the number of unique product database records stored in the Product Hub application. 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.

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 Life Sciences Customer Hub program a record is defined as the number of unique customer database records stored in the application. A Life Sciences 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 product.

For the purpose of Oracle Supplier Lifecycle Management and Oracle Supplier Hub applications, a record is a unique business entity or company record, which is stored as Supplier in AP\_SUPPLIERS table of the Oracle Supplier Lifecycle Management and Oracle Supplier Hub products.

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

The **Siebel Master Data Application** programs (denoted by the word "Master" in the program name) are licensed on the basis of the number of Contact Records that may be stored in the Master Data Application.

The **Siebel Master Data Application** programs (denoted by the word "Master" in the program name) are subject to the following additional terms: (a) you have no right to use the user interface of such programs except through the Customer Data Steward or Product Data Steward modules, and (b) you can use only those components of the Siebel Master Data application program that have been licensed by you.

**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 only your business partners and/or customers and shall not be your employees.

**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).

For the purposes of the following program: ATG Web Commerce, requests for the full ATG pipeline at the ATG DynamoHandler in the Servlet Pipeline made by web browsers or via web service calls, including, but not limited to: JSP page requests; Ajax requests; REST service requests; SOAP service requests; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: WebCenter Sites for Oracle ATG Web Commerce, requests to the WebCenter Sites or WebCenter Sites Satellite Server programs for page or page fragments, JSP page requests, REST service requests, SOAP service requests or web service calls by browsers or external application must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Endeca Experience Manager, requests at the Assembler and Presentation API, including but not limited to: any page request for Experience Manager; any single submitted query for the Search Engine (text box queries, selection or changes in facet selection); page requests by an application (e.g. ATG Web Commerce); direct requests from web browsers; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

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

**100 Sites** is defined as the number of unique Sites added to Multi-Site Quotes created over the last 12 calendar months. Sites added to Multi-Site Quotes are listed as records in the Site Characteristics View and the Billing Group View of the Multi-Site Quote. A Site record is uniquely defined by its Service Account and Service Point fields. Only unique Sites are counted, i.e., a Site, as defined by its Service Account and Service Point values, added to multiple Multi-Site Quotes created in a 12-month period is only counted once.

**100MB per month** is defined as 100 megabytes of storage space used each month.

**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.

**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.**

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

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.

**1M Web Sessions** is defined as one million web sessions where a web session is defined as a sequence of requests from a uniquely identified client that expire after 30 minutes of inactivity. The total number of Web Sessions per calendar year must be aggregated for the purposes of license quantity requirements. If at any time the amount of 1M Web Sessions exceeds the licensed quantity, you are required to order additional services such that the amount of 1M Web Sessions is equal to or less than the number of licensed quantity.

**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.

*For a complete list of products offered by Oracle Corporation, please visit the Oracle eDelivery site:*

<http://edelivery.oracle.com>

## ORACLE SUPPORT SERVICES

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

### Software Update License & Support

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

### Support Renewals

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

### Advanced Customer Support

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

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

### Incident Server Support Packages

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

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

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

### Customer Support Services Policies and Definitions

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

### Extended Support

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

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

Extended Support offers the following:

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

### Sustaining Support

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

Sustaining Support provides:

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

## ORACLE ON DEMAND

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

### Administration Services

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

### Computer and Administration Services

Computer Services must be sold together with Administration Services. Computer and Administration Services are system administration, application technology management, and monitoring activities for licensed Oracle programs that are provided by Oracle from a data center hosting facility to which the customer has remote applications access. Computer and Administration Services are contracted on yearly terms; the billing is annual in advance.



Oracle Primavera Global Price List

Software Investment Guide

June 19, 2014

Oracle Primavera Global Price List

|   | License Price | Software Update License & Support | Metric           | Minimum        |
|---|---------------|-----------------------------------|------------------|----------------|
| <b>Products</b>   |               |                                   |                  |                |
| Primavera P6 Enterprise Project Portfolio Management  | 2,750         | 605.00                            | Application User |                |
| Primavera P6 Progress Reporter  | 295           | 65.00                             | Application User |                |
| Primavera P6 Professional Project Management  | 2,500         | 550.00                            | Application User |                |
| Primavera P6 Analytics  | 2,000         | 440.00                            | Application User | 25             |
| Primavera Contract Management, Business Intelligence Publisher Edition  | 2,000         | 440.00                            | Application User |                |
| Primavera Earned Value Management   | 10,000        | 2,200.00                          | Application User |                |
| Primavera Risk Analysis   | 9,500         | 2,090.00                          | Application User |                |
| Primavera Portfolio Management  | 2,900         | 638.00                            | Application User | 50             |
| Primavera Capital Planning and Investment Control Budgeting   | 2,000         | 440.00                            | Application User | 50             |
| Primavera P6 Reporting Database   | 25,000        | 5,500.00                          | Processor        |                |
| Primavera Contractor  | 1,295         | 285.00                            | Application User |                |
| <b>Products: Unifier</b>  |               |                                   |                  |                |
| Primavera Unifier Project Controls  | 3,950         | 869.00                            | Application User | 25             |
| Primavera Facility Management   | 2,750         | 605.00                            | Application User | 25             |
| Primavera Real Estate Management  | 2,750         | 605.00                            | Application User | 25             |
| Primavera Unifier Portal User   | 75            | 17.00                             | Application User | 100            |
| <b>Products: Instantis</b>  |               |                                   |                  |                |
| Instantis EnterpriseTrack   | 2,000         | 440.00                            | Application User | 25             |
| Instantis EnterpriseTrack Timesheets  | 400           | 88.00                             | Application User | 25             |
| <b>Products: Oracle Primavera Prime</b>   |               |                                   |                  |                |
| Oracle Primavera Prime Capital Plan Management  | 2,750         | 605.00                            | Application User | 10             |
| <b>Integration Products</b>   |               |                                   |                  |                |
| Primavera Gateway   | 20,000        | 4,400.00                          | Application User | 5              |
| Primavera P6 Enterprise Project Portfolio Management Web Services   | 500           | 110.00                            | Application User | 10             |
| Primavera Contract Management Web Services  | 500           | 110.00                            | Application User | 10             |
| <b>User Productivity Kit</b>  |               |                                   |                  |                |
| User Productivity Kit Standard  | 17,500        | 3,850.00                          | UPK Developer    | 1              |
| User Productivity Kit Standard  | 90            | 20.00                             | Application User | 50             |
| User Productivity Kit Standard  | 45            | 10.00                             | Employee         | 500            |
| User Productivity Kit Professional  | 17,500        | 3,850.00                          | UPK Developer    | 1              |
| User Productivity Kit Professional  | 100           | 22.00                             | Application User | 50             |
| User Productivity Kit Professional  | 50            | 11.00                             | Employee         | 500            |
| <b>User Productivity Kit Content Materials for Primavera</b>  |               |                                   |                  |                |
| Oracle User Productivity Kit for Primavera P6 Enterprise Project Portfolio Management<br>(up to 4K employees and up to \$1 billion in revenue)            | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 70,000        | 15,400.00                         | UPK Module       | not applicable |
| Oracle User Productivity Kit for Primavera P6 Enterprise Project Portfolio Management, Reporting<br>(up to 4K employees and up to \$1 billion in revenue) | 17,500        | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| Oracle User Productivity Kit for Primavera P6 Progress Reporter<br>(up to 4K employees and up to \$1 billion in revenue)                                  | 8,800         | 1,936.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 17,600        | 3,872.00                          | UPK Module       | not applicable |
| Oracle User Productivity Kit for Primavera Contract Management<br>(up to 4K employees and up to \$1 billion in revenue)                                   | 17,500        | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| Oracle User Productivity Kit for Primavera Portfolio Management<br>(up to 4K employees and up to \$1 billion in revenue)                                  | 17,500        | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| Oracle User Productivity Kit for Primavera Unifier Project Controls<br>(up to 4K employees and up to \$1 billion in revenue)                              | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 70,000        | 15,400.00                         | UPK Module       | not applicable |
| Oracle User Productivity Kit for Instantis EnterpriseTrack<br>(up to 4K employees and up to \$1 billion in revenue)                                       | 17,500        | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000        | 7,700.00                          | UPK Module       | not applicable |
| <b>User Productivity Kit Content Materials for Oracle Primavera Prime</b>   |               |                                   |                  |                |
| Oracle User Productivity Kit for Oracle Primavera Prime Capital Management<br>(up to 4K employees and up to \$1 billion in revenue)                       | 17,500        | 3,850.00                          | UPK Module       | not applicable |
| (over 4K employees and/or over \$1 billion in revenue)  | 35,000        | 7,700.00                          | UPK Module       | not applicable |

**Oracle Primavera Global Price List**

|  | Monthly Subscription Fee       | Metric                    | Minimum |
|--|--------------------------------|---------------------------|---------|
| <b>Products: Primavera (Cloud Service)</b>   |                                |                           |         |
| Primavera P6 Enterprise Project Portfolio Management Cloud Service                       | 125                            | Hosted Named User         | 200     |
| Primavera P6 Progress Reporter Cloud Service   | 12                             | Hosted Named User         |         |
| Primavera P6 Enterprise Project Portfolio Management Web Services Cloud Service          | 20                             | Hosted Named User         |         |
| Primavera Cloud Service Additional 1 GB Database Storage                                 | 10                             | Gigabyte                  |         |
| Primavera Cloud Service Additional 1 GB File Storage                                     | 10                             | Gigabyte                  |         |
| Primavera Cloud Service Additional Nonproduction Environment - Nonproduction Environment | 10% of Annual Subscription Fee | Nonproduction Environment |         |
| Primavera Unifier Portal User Cloud Service  | 2                              | Hosted Named User         | 100     |
| Instantis Cloud Service Additional 1 GB File Storage                                     | 10                             | Gigabyte                  |         |
| Instantis Cloud Service Additional Nonproduction Environment - Nonproduction Environment | 10% of Annual Subscription Fee | Nonproduction Environment |         |
|  | Annual Subscription Fee        | Metric                    | Minimum |
| Primavera Capital Planning Cloud Service   | 950                            | Hosted Named User         | 25      |
| Primavera Project Delivery Management Cloud Service                                      | 950                            | Hosted Named User         | 25      |
| Primavera Cost Controls Cloud Service  | 950                            | Hosted Named User         | 25      |
| Primavera Facility Management Cloud Service  | 950                            | Hosted Named User         | 25      |
| Primavera Real Estate Management Cloud Service   | 950                            | Hosted Named User         | 25      |
| <b>Products: Instantis (Cloud Service)</b>   |                                |                           |         |
| Instantis EnterpriseTrack Cloud Service  | 950                            | Hosted Named User         | 25      |
| Instantis EnterpriseTrack Timesheets Cloud Service                                       | 200                            | Hosted Named User         | 25      |

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

The list support price for term licenses is 22% of the list perpetual license fee, as listed in the price list. The term license percentages are not applied to the list support price.

## Definitions

**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 iSupplier 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.

**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 Hosts, 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, Ops Center Virtualization Management Pack, Grid Engine, Oracle VM Management Pack, and, Provisioning and Patch Automation Pack, only the processors on which the program that is being managed/monitored are running are counted for the purpose of determining the number of licenses required.

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

For the purposes of the following programs: 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, and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purposes 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, 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.

For the purposes of the following program: Oracle GoldenGate, only (a) the processors running the Oracle database from which you capture data and (b) the processors running 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 processors running the Non Oracle database from which you capture data and (b) the processors running 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 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: Database Firewall, only the processors of the database sources which are protected or monitored must be counted for the purpose of determining the number of licenses required.

**Gigabyte:** is defined as a gigabyte of storage space.

**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.

**Nonproduction environment:** is defined as a single nonproduction environment provided to Customer as part of the Cloud Services. A nonproduction environment is used for testing and validating changes prior to promotion to the production environment as well as for recreating events and duplicating issues occurring in the production environment for the purposes of troubleshooting and facilitating incident resolution.

## Oracle Support Services

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

### Software Update License & Support

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

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### Incident Server Support Packages

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

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

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

### Customer Support Services Policies and Definitions

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

### Extended Support

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

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

Extended Support offers the following:

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

### Sustaining Support

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

Sustaining Support provides:

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

## Oracle On Demand

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

### Administrative Services

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

### Computer and Administration Services

Computer Services must be sold together with Administration Services. Computer and Administration Services are system administration, application technology management, and monitoring activities for licensed Oracle programs that are provided by Oracle from a data center hosting facility to which the customer has remote applications access. Computer and Administration Services are contracted on yearly terms; the billing is annual in advance.



**Oracle Fusion Applications Global Price List**  
Software Investment Guide  
March 7, 2014

## Oracle Fusion Applications - Component Pricing

|   | Component License Price | Software Update License & Support | Metric                 | Minimum       |
|---|-------------------------|-----------------------------------|------------------------|---------------|
| <b>Oracle Fusion Financials</b>   |                         |                                   |                        |               |
| Fusion Accounting Hub   | 175                     | 38.50                             | Employee               | 1,000         |
| Fusion Advanced Collections   | 1,395                   | 306.90                            | Application User       | 5             |
| Fusion Automated Invoice Processing   | 58                      | 12.76                             | 1K Invoice Line        | 100           |
| Fusion Expenses   | 6                       | 1.32                              | Expense Report         | 1,000         |
| Fusion Financial Reports Center   | 50                      | 11.00                             | Employee               | 1,000         |
| Fusion Financials   | 4,595                   | 1,010.90                          | Application User       | 5             |
| Fusion Revenue Management   | 175                     | 38.50                             | Employee               | 1,000         |
| Fusion Transactional Business Intelligence for Financials                       | 2,000                   | 440.00                            | Application User       | 5             |
| <b>Oracle Fusion Procurement</b>  |                         |                                   |                        |               |
| Fusion Procurement Contracts  | 5,395                   | 1,186.90                          | Application User       | 5             |
| Fusion Purchasing   | 4,595                   | 1,010.90                          | Application User       | 5             |
| Option: Fusion Sourcing   | 9,195                   | 2,022.90                          | Application User       | 5             |
| Option: Fusion Supplier Portal  | 9,195                   | 2,022.90                          | Application User       | 5             |
| Fusion Self Service Procurement   | 115                     | 25.30                             | Application User       | 100           |
| Fusion Transactional Business Intelligence for Procurement                      | 2,000                   | 440.00                            | Application User       | 5             |
| <b>Oracle Fusion Project Portfolio Management</b>                               |                         |                                   |                        |               |
| Fusion Project Billing  | 3,495                   | 768.90                            | Application User       | 5             |
| Fusion Project Contracts  | 5,395                   | 1,186.90                          | Application User       | 5             |
| Fusion Project Control  | 2,895                   | 636.90                            | Application User       | 5             |
| Fusion Project Costing  | 4,595                   | 1,010.90                          | Application User       | 5             |
| Fusion Project Integration Gateway  | 1,500                   | 330.00                            | Application User       | 5             |
| Fusion Project Performance Reporting  | 5,595                   | 1,230.90                          | Application User       | 5             |
| Fusion Transactional Business Intelligence for Projects                         | 2,000                   | 440.00                            | Application User       | 5             |
| Fusion Project Management   | 2,750                   | 605.00                            | Application User       | 10            |
| Fusion Project Resource Management  | 225                     | 49.50                             | Managed Resource       | 50            |
| Fusion Task Management  | 25                      | 5.50                              | Application User       | 500           |
| <b>Oracle Fusion Human Capital Management</b>                                   |                         |                                   |                        |               |
| Fusion Absence Management   | 52                      | 11.44                             | Employee               | All Employees |
| Fusion Benefits   | 85                      | 18.70                             | Employee               | All Employees |
| Fusion Global Human Resources   | 185                     | 40.70                             | Employee               | All Employees |
| Fusion Global Payroll   | 225                     | 49.50                             | Employee               | All Employees |
| Fusion Global Payroll Interface   | 35                      | 7.70                              | Employee               | All Employees |
| Fusion Goal Management  | 40                      | 8.80                              | Employee               | All Employees |
| Fusion Performance Management   | 105                     | 23.10                             | Employee               | All Employees |
| Fusion Talent Review and Succession Management                                  | 70                      | 15.40                             | Employee               | All Employees |
| Fusion Time and Labor   | 105                     | 23.10                             | Employee               | All Employees |
| Fusion Transactional Business Intelligence for Human Capital Management         | 2,000                   | 440.00                            | Application User       | 5             |
| Fusion Workforce Compensation   | 70                      | 15.40                             | Employee               | All Employees |
| Fusion Talent Management Base   | 60                      | 13.20                             | Employee               | All Employees |
| Fusion Workforce Reputation Management  | 70                      | 15.40                             | Employee               | All Employees |
| <b>Oracle Fusion Supply Chain Management</b>                                    |                         |                                   |                        |               |
| Fusion Distributed Order Orchestration  | 1.00                    | 0.2200                            | Electronic Order Line  | 5,000         |
| Fusion Distributed Order Orchestration User                                     | 5,795                   | 1,274.90                          | Application User       | 20            |
| Fusion Global Order Promising   | 350                     | 77.00                             | \$M Cost of Goods Sold | 60            |
| Fusion Inventory Management   | 4,595                   | 1,010.90                          | Application User       | 20            |
| Fusion Innovation Management  | 5,995                   | 1,318.90                          | Application User       | 25            |
| Fusion Product and Catalog Management   | 4,595                   | 1,010.90                          | Application User       | 20            |
| Fusion Product Hub  | 14                      | 3.08                              | Record                 | 20,000        |
| Fusion Product Hub Data Steward   | 5,795                   | 1,274.90                          | Application User       | 20            |
| Fusion Product Hub for Communications   | 150                     | 33.00                             | Record                 | 5,000         |
| Fusion Product Hub for Retail   | 6                       | 1.32                              | Record                 | 200,000       |
| Fusion Product Hub Portal   | 1.00                    | 0.2200                            | Record                 | 20,000        |
| Fusion Transactional Business Intelligence for Supply Chain Management          | 2,000                   | 440.00                            | Application User       | 5             |
| <b>Oracle Fusion Customer Relationship Management - Sales</b>                   |                         |                                   |                        |               |
| Fusion CRM Base   | 4,910                   | 1,080.20                          | Application User       | 100           |
| Fusion CRM Desktop  | 300                     | 66.00                             | Application User       | 100           |
| Fusion Enterprise Contracts Base  | 1,500                   | 330.00                            | Application User       | 5             |
| Fusion Incentive Compensation   | 750                     | 165.00                            | Compensated Individual | 100           |
| Fusion Opportunity Landscape  | 840                     | 184.80                            | Application User       | 100           |
| Fusion Quota Management   | 105                     | 23.10                             | Compensated Individual | 100           |
| Fusion Sales Campaigns  | 840                     | 184.80                            | Application User       | 100           |
| Fusion Sales Catalog  | 1,000                   | 220.00                            | Application User       | 100           |
| Fusion Sales Predictor  | 1,680                   | 369.60                            | Application User       | 100           |
| Fusion Smart Phone Edition  | 575                     | 126.50                            | Application User       | 100           |
| Fusion Territory Management   | 575                     | 126.50                            | Managed Resource       | 100           |
| Fusion Transactional Business Intelligence for Customer Relationship Management | 2,000                   | 440.00                            | Application User       | 5             |
| <b>Oracle Fusion Customer Relationship Management - Marketing</b>               |                         |                                   |                        |               |
| Fusion Email Marketing Server   | 115,000                 | 25,300.00                         | Computer               |               |
| Fusion Marketing  | 2,705                   | 595.10                            | Application User       | 100           |
| Fusion Marketing Segmentation - up to 500,000 records                           | 172,500                 | 37,950.00                         | Computer               |               |
| Fusion Marketing Segmentation - up to 1,000,000 records                         | 230,000                 | 50,600.00                         | Computer               |               |
| Fusion Marketing Segmentation - up to 3,000,000 records                         | 316,500                 | 69,630.00                         | Computer               |               |
| Fusion Marketing Segmentation - up to 5,000,000 records                         | 402,500                 | 88,550.00                         | Computer               |               |
| Fusion Marketing Segmentation - up to 10,000,000 records                        | 490,000                 | 107,800.00                        | Computer               |               |
| Fusion Marketing Segmentation - unlimited records                               | 575,000                 | 126,500.00                        | Computer               |               |

## Oracle Fusion Applications - Component Pricing

|  | Component License Price | Software Update License & Support | Metric                 | Minimum        |
|--|-------------------------|-----------------------------------|------------------------|----------------|
| <b>Oracle Fusion Partner Relationship Management</b>   |                         |                                   |                        |                |
| Fusion Incentive Compensation for Channel Managers   | 225                     | 49.50                             | Compensated Individual | 100            |
| Fusion Partner Relationship Management for Channel Managers  | 500                     | 110.00                            | Application User       | 100            |
| Fusion Partner Relationship Management for Partners  | 500                     | 110.00                            | Registered User        | 100            |
| <b>Oracle Fusion Customer Relationship Management - Customer Data Management</b>   |                         |                                   |                        |                |
| Fusion Customer Hub Data Steward   | 5,795                   | 1,274.90                          | Application User       | 10             |
| Fusion Customer Hub for Organizations  | 9.00                    | 1.98                              | Record                 | 50,000         |
| Fusion Customer Management Foundation for Organizations  | 4.50                    | 0.99                              | Record                 | 25,000         |
| Fusion Customer Hub for Persons  | 0.46                    | 0.10                              | Record                 | 1,000,000      |
| Fusion Customer Management Foundation for Persons  | 0.23                    | 0.05                              | Record                 | 500,000        |
| Fusion Data Quality Address Cleansing  | 63,300                  | 13,926.00                         | Processor              | 4              |
| Fusion Data Quality Matching   | 125,000                 | 27,500.00                         | Processor              | 4              |
| <b>Oracle Fusion Application Tools</b>   |                         |                                   |                        |                |
| Fusion Applications Extensibility Framework  | 3,150                   | 693.00                            | Application User       | 5              |
| <b>Oracle Fusion Governance, Risk and Compliance</b>   |                         |                                   |                        |                |
| Fusion Application Access Controls Governor  | 895                     | 196.90                            | Monitored User         | 100            |
| Option: Fusion Application Access Controls for Fusion Applications   | 200                     | 44.00                             | Monitored User         | 100            |
| <b>Application Testing</b>   |                         |                                   |                        |                |
| Functional Testing Suite for Oracle Applications   | 12,000                  | 2,640.00                          | Named User Plus        | not applicable |
| Load Testing Suite for Oracle Applications   | 125                     | 27.50                             | Named User Plus        | 50             |
| <b>User Productivity Kit</b>   |                         |                                   |                        |                |
| User Productivity Kit Standard   | 17,500                  | 3,850.00                          | UPK Developer          | 1              |
| User Productivity Kit Standard   | 90                      | 19.80                             | Application User       | 50             |
| User Productivity Kit Standard   | 45                      | 9.90                              | Employee               | 500            |
| User Productivity Kit Professional   | 17,500                  | 3,850.00                          | UPK Developer          | 1              |
| User Productivity Kit Professional   | 100                     | 22.00                             | Application User       | 50             |
| User Productivity Kit Professional   | 50                      | 11.00                             | Employee               | 500            |
| <b>User Productivity Kit Content Materials for Fusion Financials</b>   |                         |                                   |                        |                |
| Oracle User Productivity Kit for Oracle Fusion Assets<br>(up to 4,000 employees and up to \$1 billion in revenue)                          | 17,500                  | 3,850.00                          | UPK Module             | not applicable |
| (over 4,000 employees and/or \$1 billion in revenue)   | 35,000                  | 7,700.00                          | UPK Module             | not applicable |
| Oracle User Productivity Kit for Oracle Fusion General Ledger<br>(up to 4,000 employees and up to \$1 billion in revenue)                  | 17,500                  | 3,850.00                          | UPK Module             | not applicable |
| (over 4,000 employees and/or \$1 billion in revenue)   | 35,000                  | 7,700.00                          | UPK Module             | not applicable |
| Oracle User Productivity Kit for Oracle Fusion Payables<br>(up to 4,000 employees and up to \$1 billion in revenue)                        | 17,500                  | 3,850.00                          | UPK Module             | not applicable |
| (over 4,000 employees and/or \$1 billion in revenue)   | 35,000                  | 7,700.00                          | UPK Module             | not applicable |
| Oracle User Productivity Kit for Oracle Fusion Receivables<br>(up to 4,000 employees and up to \$1 billion in revenue)                     | 17,500                  | 3,850.00                          | UPK Module             | not applicable |
| (over 4,000 employees and/or \$1 billion in revenue)   | 35,000                  | 7,700.00                          | UPK Module             | not applicable |
| <b>User Productivity Kit Content Materials for Fusion Human Capital Management</b>   |                         |                                   |                        |                |
| Oracle User Productivity Kit for Oracle Fusion Global Human Resources<br>(up to 4,000 employees and up to \$1 billion in revenue)          | 17,500                  | 3,850.00                          | UPK Module             | not applicable |
| (over 4,000 employees and/or \$1 billion in revenue)   | 35,000                  | 7,700.00                          | UPK Module             | not applicable |
| <b>User Productivity Kit Content Materials for Fusion Procurement</b>  |                         |                                   |                        |                |
| Oracle User Productivity Kit for Oracle Fusion Purchasing<br>(up to 4,000 employees and up to \$1 billion in revenue)                      | 17,500                  | 3,850.00                          | UPK Module             | not applicable |
| (over 4,000 employees and/or \$1 billion in revenue)   | 35,000                  | 7,700.00                          | UPK Module             | not applicable |
| Oracle User Productivity Kit for Oracle Fusion Self Service Procurement<br>(up to 4,000 employees and up to \$1 billion in revenue)        | 17,500                  | 3,850.00                          | UPK Module             | not applicable |
| (over 4,000 employees and/or \$1 billion in revenue)   | 35,000                  | 7,700.00                          | UPK Module             | not applicable |
| <b>User Productivity Kit Content Materials for Fusion Project Portfolio Management</b>   |                         |                                   |                        |                |
| Oracle User Productivity Kit for Oracle Fusion Project Portfolio Management<br>(up to 4,000 employees and up to \$1 billion in revenue)    | 17,500                  | 3,850.00                          | UPK Module             | not applicable |
| (over 4,000 employees and/or \$1 billion in revenue)   | 35,000                  | 7,700.00                          | UPK Module             | not applicable |
| <b>User Productivity Kit Content Materials for Fusion Supply Chain Management</b>  |                         |                                   |                        |                |
| Oracle User Productivity Kit for Oracle Fusion Distributed Order Orchestration<br>(up to 4,000 employees and up to \$1 billion in revenue) | 8,800                   | 1,936.00                          | UPK Module             | not applicable |
| (over 4,000 employees and/or \$1 billion in revenue)   | 17,600                  | 3,872.00                          | UPK Module             | not applicable |
| <b>User Productivity Kit Content Materials for Other</b>   |                         |                                   |                        |                |
| Oracle User Productivity Kit for Oracle Fusion Functional Setup Manager<br>(up to 4,000 employees and up to \$1 billion in revenue)        | 8,800                   | 1,936.00                          | UPK Module             | not applicable |
| (over 4,000 employees and/or \$1 billion in revenue)   | 17,600                  | 3,872.00                          | UPK Module             | not applicable |

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

The list support price for term licenses is 22% of the list perpetual license fee, as listed in the price list. The term license percentages are not applied to the list support price.

## Definitions

**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.

**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.

**Custom Suite User:** is defined as an individual authorized by you to use the application programs included in the applicable Custom Applications Suite 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.

**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.

**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.

**Managed Resource:** 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. In addition your employees, contractors, partners and any other individual or entity managed by the program shall be counted for the purposes of determining the number of Managed Resource licenses required.

**SM 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.

**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.

**Named User Plus:** is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. 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 Hosts, 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 and Provisioning and Patch Automation Pack, only the users of the program that is being managed/monitored are counted for the purpose of determining the number of 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 Load Testing Suite for Oracle Applications, each emulated human user and non human operated device shall be considered as a virtual user and shall be counted for the purpose of determining the number of Named User Plus 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.

## Definitions (continued)

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

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

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

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

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Hosts, 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, Provisioning and Patch Automation Pack, Ops Center Virtualization Management Pack and Oracle VM Management Pack 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 application program are running must be counted for the purpose of determining the number of licenses required.

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

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

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

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.

**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 Module:** is defined as the functional software component described in the program documentation.

## Definitions (continued)

**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 Oracle Healthcare Master Person Index program, a record is defined as the total number of unique person or party database records stored in such program. A person or a party database record is a unique person (i.e., physical person) record which is stored in the Oracle Healthcare Master Person Index program.

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.

**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.

**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 Module:** is defined as the functional software component described in the program documentation.

**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.

## Oracle Support Services

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

### Software Update License & Support

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

### Support Renewals

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

### Advanced Customer Support

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

### Incident Server Support Packages

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

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

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

### Customer Support Services Policies and Definitions

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

### Extended Support

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

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

Extended Support offers the following:

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

### Sustaining Support

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

Sustaining Support provides:

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

## Oracle On Demand

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

### **Administration Services**

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

### **Computer and Administration Services**

Computer Services must be sold together with Administration Services. Computer and Administration Services are system administration, application technology management, and monitoring activities for licensed Oracle programs that are provided by Oracle from a data center hosting facility to which the customer has remote applications access. Computer and Administration Services are contracted on yearly terms; the billing is annual in advance.



Oracle Health Sciences Global Price List  
Software Investment Guide  
Component Pricing  
June 1, 2014

### Third-Party Products

Oracle products that contain third-party products of some form are indicated as such on the price list and Supplement with an 'X' in the '3rd Party' column on each price list and supplement. These products may have royalty exposure with discounting restrictions or they may have metric restrictions that prevent them from being added to a ULA or unlimited deal, or possibly both. There are two documents that must be accessed for each deal: 1) the Royalty Bearing Product List; 2) the HQApp-ULA list.

### Royalty Bearing Product List

First, check the specific royalty exposure on each of these products as provided through the License Royalty Team spreadsheet. Detailed instructions provided below.

[Click here](#), then on the resulting page, under **General Information**, click on **Royalty Bearing Product List**.

- For Oracle partners, please contact your Oracle PRN Representative for additional information on third-party royalty restrictions.

Products found to have royalty exposure restrictions must not be discounted below the royalty cost listed in the spreadsheet. There are two tabs on the Royalty Bearing Products list: Royalty Bearing Products and Reporting Only. Search the Royalty Bearing Products tab first then, if needed, search the Reporting Only tab. Here are some tips for using the Royalty sheet.

The **Royalty Bearing Products** tab is the main tab and lists all products that have specific royalties assigned to them. If you find the desired product in the Product Description column, look over to the License Royalty column for the royalty restrictions. Also be sure to check any comments. The Support Royalty column is not used for quoting purposes and can be ignored.

If a percentage is listed in the License Royalty column (e.g.4%), this means the royalty is calculated based on the Net License Fees (NLF) and there is no deal specific minimum price or discount restriction for this product.

If a specific dollar amount is listed in the License Royalty column (e.g. \$20 per unit), then the product may not be *discounted below this value under any circumstances. Please make every effort to keep the final price well above this royalty fee.*

There are other types of royalty structures so be sure to read carefully. Some of the entries can be a bit confusing so if there is any question as to deal impact or just to get clarification on any royalty, contact [Infoprice@oracle.com](mailto:Infoprice@oracle.com) or [Royalty\\_US@oracle.com](mailto:Royalty_US@oracle.com) prior to quoting the product.

The **Reporting Only** tab lists those products where royalties are not paid based on individual deals so there is no individual deal impact. Oracle needs only to track sales of the product for reporting purposes and there are no discounting restrictions with these products.

### HQApp-ULA List

Second, go to "<http://my.oracle.com/content/native/cn1507565>" to access the HQApp-ULA spreadsheet.

- For Oracle partners, please contact your Oracle PRN Representative for additional information on third-party royalty restrictions.

Products appearing on this spreadsheet can **not** be added to a ULA or Unlimited deal. Note that this sheet does not list royalty impact of any kind. Please see the Royalty Bearing Product list for that information. This spreadsheet only lists those products that have metric restrictions and so selling by any other metric is usually not available. Please make sure to highlight any of these products in your ULA approval.

| Annual Price | License Price | Software Update License & Support | Metric | Minimum |
|--------------|---------------|-----------------------------------|--------|---------|
|--------------|---------------|-----------------------------------|--------|---------|

All Oracle Health Sciences component license products are eligible for a 50% midsize market discount for customers with annual revenue (or operating budget) equal to (USD) \$250 million or below.

#### Oracle Health Sciences (from Ebusiness Suite)

|  |  |         |        |                            |        |
|--|--|---------|--------|----------------------------|--------|
| Oracle Clinical  |  | 17,500  | 3,850  | Application User           | 5      |
| Oracle Clinical Option: Oracle Distributed Study Conduct |  | 3,500   | 770    | Application User           | 5      |
| Oracle Remote Data Capture                               |  | 10      | 2.20   | CRF Page                   | 10,000 |
| Oracle Remote Data Capture                               |  | 11,500  | 2,530  | Application User           | 9      |
| Oracle Thesaurus Management System                       |  | 10,500  | 2,310  | Application User           | 1      |
| Oracle Thesaurus Management System - Read-Only           |  | 1,200   | 264    | Application Read-Only User | 5      |
| Oracle Life Sciences Data Hub                            |  | 350,000 | 77,000 | Processor                  | 2      |
| Oracle Life Sciences Data Hub                            |  | 11,500  | 2,530  | Application User           | 15     |

#### Oracle Health Sciences

|  |  |       |       |                  |    |
|--|--|-------|-------|------------------|----|
| Oracle Health Sciences Data Management Workbench |  | 7,500 | 1,650 | Application User | 10 |
|--|--|-------|-------|------------------|----|

#### Oracle Health Sciences Analytics

|   |   |         |        |                  |    |
|---|---|---------|--------|------------------|----|
| Oracle Healthcare Data Warehouse Foundation           | X | 220,000 | 48,400 | Processor        | 4  |
| Oracle Healthcare Analytics Data Integration          |   | 240,000 | 52,800 | Processor        | 1  |
| Oracle Health Sciences Clinical Development Analytics |   | 4,500   | 990    | Application User | 25 |

#### Oracle Health Sciences Information Exchange

|   |   |         |        |                   |         |
|---|---|---------|--------|-------------------|---------|
| Oracle Healthcare Data Repository   | X | 1,200   | 264    | Named User Plus   | 50      |
| Oracle Healthcare Data Repository   | X | 115,000 | 25,300 | Processor         | 1       |
| Oracle Healthcare Data Repository   |   | 0.7000  | 0.1500 | Healthcare Record | 500,000 |
| Oracle Health Sciences Information Gateway  |   | 5,000   | 1,100  | Processor         | 1       |
| Oracle Healthcare Master Person Index   |   | 0.3500  | 0.0800 | Healthcare Record | 500,000 |
| Oracle Health Sciences Information Manager  |   | 0.5000  | 0.1100 | Healthcare Record | 500,000 |
| Oracle Health Sciences Integration Engine – Unlimited Communication Points              | X | 250,000 | 55,000 | Computer          | 1       |
| Oracle Health Sciences Integration Engine – up to a maximum of 100 Communication Points | X | 150,000 | 33,000 | Computer          | 1       |
| Oracle Health Sciences Integration Engine – up to a maximum of 50 Communication Points  | X | 100,000 | 22,000 | Computer          | 1       |
| Oracle Health Sciences Integration Engine – up to a maximum of 30 Communication Points  | X | 75,000  | 16,500 | Computer          | 1       |
| Oracle Health Sciences Integration Engine – up to a maximum of 10 Communication Points  | X | 35,000  | 7,700  | Computer          | 1       |

#### Oracle Health Sciences Translational Research Center

|  |   |         |        |                  |    |
|--|---|---------|--------|------------------|----|
| Oracle Health Sciences Cohort Explorer | X | 7,500   | 1,650  | Application User | 10 |
| Oracle Health Sciences Omics Data Bank |   | 220,000 | 48,400 | Processor        | 4  |

#### Oracle Argus

|                                 |  |         |        |                  |     |
|---------------------------------|--|---------|--------|------------------|-----|
| Oracle Argus Standard Edition   |  | 325     | 72     | Case             | 500 |
| Oracle Argus Enterprise Edition |  | 475     | 105    | Case             | 500 |
| Oracle Argus Standard Edition   |  | 35,000  | 7,700  | Application User | 5   |
| Oracle Argus Enterprise Edition |  | 45,000  | 9,900  | Application User | 5   |
| Oracle Argus Safety Japan       |  | 40,000  | 8,800  | Application User | 5   |
| Oracle Argus Safety Japan       |  | 60      | 13     | Case             | 500 |
| Oracle Argus Mart               |  | 200,000 | 44,000 | Customer         |     |

#### Oracle Application Integration Architecture

|  |  |        |        |           |   |
|--|--|--------|--------|-----------|---|
| Oracle Study, Subject, and Visit Synchronization Integration Pack for Siebel Clinical and Oracle Clinical                              |  | 70,000 | 15,400 | Processor |   |
| Oracle Clinical Trial Payments Integration Pack for Siebel Clinical  |  | 35,000 | 7,700  | Processor | 1 |
| Oracle Device and Drug Adverse Event Data Integration Pack for Siebel Adverse Events and Complaints Management and Oracle Argus Safety |  | 70,000 | 15,400 | Processor | 1 |

#### Siebel Health Sciences

|   |  |       |        |                  |  |
|---|--|-------|--------|------------------|--|
| Siebel CRM Base for Clinical Trial Management System                        |  | 4,150 | 913    | Application User |  |
| <b>Siebel Health Sciences - Options</b>                                     |  |       |        |                  |  |
| Siebel Contracts for Clinical Trial Management System                       |  | 300   | 66     | Application User |  |
| Siebel Document Tracking for Clinical Trial Management System               |  | 300   | 66     | Application User |  |
| Siebel Payments for Clinical Trial Management System                        |  | 200   | 44     | Application User |  |
| Siebel Project and Resource Management for Clinical Trial Management System |  | 580   | 127.60 | Application User |  |
| Siebel Project Cost Tracking for Clinical Trial Management System           |  | 230   | 50.60  | Application User |  |
| Siebel Protocol Builder for Clinical Trial Management System                |  | 400   | 88     | Application User |  |
| Siebel Trip Reports for Clinical Trial Management System                    |  | 300   | 66     | Application User |  |
| Siebel Account Profiles for Clinical Trial Management System                |  | 120   | 26.40  | Application User |  |
| Siebel Contact Profiles for Clinical Trial Management System                |  | 120   | 26.40  | Application User |  |
| Siebel Profiles for Clinical Trial Management System                        |  | 200   | 44     | Application User |  |
| Siebel Adverse Events and Complaints Management System                      |  | 6,000 | 1,320  | Application User |  |
| Siebel Partner Portal for Clinical Trial Management System                  |  | 520   | 114.40 | Registered User  |  |

#### Oracle Health Sciences Mobile Clinical Research Associate

|  |  |       |     |                  |  |
|--|--|-------|-----|------------------|--|
| Oracle Health Sciences Mobile Clinical Research Associate Server |  | 2,000 | 440 | Application User |  |
|--|--|-------|-----|------------------|--|

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

The list support price for term licenses is 22% of the list perpetual license fee, as listed in the price list. The term license percentages are not applied to the list support price. E-Business discount, and any approved discount, is applied to the list support price.

Example :

For a perpetual license for one Processor of Database Enterprise Edition, the list license price is \$47,500 and the list annual support price is \$10,450.

For a one year term license of Database Enterprise Edition, the list license price is 20% of \$47,500 = \$9,500. The list annual support price remains \$10,450, and is not affected by the 20% term multiplier.

If this was part of a larger contract which qualified for a 10% E-Business discount, the one year term net license price would be \$8,550, and the net annual support price would be \$9,405.

## DEFINITIONS

**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 iSupplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection and PeopleSoft Strategic Sourcing 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.

**Case:** is defined as a standard safety record, identified by a Case ID number, that contains data elements related to the safety of a medicinal product. If the total number of Cases created in Oracle Argus in a 12-month period exceeds those purchased, then additional Cases must be purchased.

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

**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).

**Healthcare Record:** is defined as the total number of unique person (physical person) database records stored in the Oracle program.

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

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

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

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

For the purposes of the following programs: Oracle GoldenGate, and 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.

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

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

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

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

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

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

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

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

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

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.

**Record:** For the purposes of the Oracle Healthcare Master Person Index program, a record is defined as the total number of unique person or party database records stored in the Oracle Healthcare Master Person Index program. A person or a party database record is a unique person (i.e., physical person) record which is stored in the Oracle Healthcare Master Person Index 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 only your business partners and/or customers and shall not be your employees.

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

## GENERAL LICENSING RULES

### TERM DESIGNATION

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

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

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

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

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

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

## ORACLE SUPPORT SERVICES

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

### Software Update License & Support

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

### Support Renewals

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

### Advanced Customer Support

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

### Incident Server Support Packages

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

- Oracle Database Server Support Package (2,000 USA (Dollar) for 10 incidents on one server):  
Oracle Database Enterprise Edition, Oracle Database Standard Edition, Standard Edition One, Partitioning, Real Application Clusters
- Oracle Application Server Support Package (1,000 USA (Dollar) for 10 incidents on one server):  
Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Java Edition

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

### Customer Support Services Policies and Definitions

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

### Extended Support

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

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

Extended Support offers the following:

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

### Sustaining Support

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

Sustaining Support provides:

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



**Oracle Public Sector Revenue Management Global Price List**

**USA US Dollar  
March 19, 2014**

**Oracle Public Sector Revenue Management**

|  | 3rd Party | License Price | Software Update License & Support | Metric                          | Minimum |
|--|-----------|---------------|-----------------------------------|---------------------------------|---------|
| <b>Oracle Public Sector Revenue Management <sup>1</sup></b>  |           |               |                                   |                                 |         |
| Oracle Public Sector Revenue Management Foundation   |           | 4,300         | 946.00                            | \$M in Jurisdiction Tax Revenue | 250     |
| Option: Oracle Public Sector Revenue Management Registration   |           | 900           | 198.00                            | \$M in Jurisdiction Tax Revenue | 250     |
| Option: Oracle Public Sector Revenue Management Payments   |           | 900           | 198.00                            | \$M in Jurisdiction Tax Revenue | 250     |
| Option: Oracle Public Sector Revenue Management Forms  |           | 1,700         | 374.00                            | \$M in Jurisdiction Tax Revenue | 250     |
| Option: Oracle Public Sector Revenue Management Billing  |           | 1,300         | 286.00                            | \$M in Jurisdiction Tax Revenue | 250     |
| Option: Oracle Public Sector Revenue Management Accounting   |           | 1,700         | 374.00                            | \$M in Jurisdiction Tax Revenue | 250     |
| Option: Oracle Public Sector Revenue Management Collections  |           | 1,300         | 286.00                            | \$M in Jurisdiction Tax Revenue | 250     |
| Oracle Public Sector Revenue Management Self Service Foundation  |           | 720           | 158.40                            | \$M in Jurisdiction Tax Revenue | 250     |
| <b>Oracle Public Sector Revenue Management Analytics <sup>1</sup></b>  |           |               |                                   |                                 |         |
| Oracle Public Sector Revenue Management Accounting Analytics   |           | 400           | 88.00                             | \$M in Jurisdiction Tax Revenue | 250     |
| Oracle Public Sector Revenue Management Collections Analytics  |           | 400           | 88.00                             | \$M in Jurisdiction Tax Revenue | 250     |
| Oracle Public Sector Revenue Management Registration Analytics   |           | 400           | 88.00                             | \$M in Jurisdiction Tax Revenue | 250     |
| Oracle Public Sector Revenue Management Payments Analytics (Controlled Availability) <sup>3</sup>                                    |           | 400           | 88.00                             | \$M in Jurisdiction Tax Revenue | 250     |
| Oracle Public Sector Revenue Management Forms Analytics (Controlled Availability) <sup>3</sup>                                       |           | 400           | 88.00                             | \$M in Jurisdiction Tax Revenue | 250     |
| <b>Oracle Public Sector Revenue Management Applications Management</b>   |           |               |                                   |                                 |         |
| Application Management Pack for Oracle Public Sector Revenue Management <sup>2</sup>   |           | 5,000         | 1,100.00                          | Processor                       | 4       |
| <b>Application Integration Architecture</b>  |           |               |                                   |                                 |         |
| Please refer to Oracle Application Integration Architecture Global Price List for all Application Integration Architecture products. |           |               |                                   |                                 |         |

## General Notes

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

The list support price for term licenses is 22% of the list perpetual license fee, as listed in the price list. The term license percentages are not applied to the list support price. E-Business discount, and any approved discount, is applied to the list support price.

### Example :

For a perpetual license for one Processor of Database Enterprise Edition, the list license price is \$47,500 and the list annual support price is \$10,450.

For a one year term license of Database Enterprise Edition, the list license price is 20% of \$47,500 = \$9,500. The list annual support price remains \$10,450, and is not affected by the 20% term multiplier.

If this was part of a larger contract which qualified for a 10% E-Business discount, the one year term net license price would be \$8,550, and the net annual support price would be \$9,405.

- Review the Supplement for inclusions, restrictions and prerequisites

## Footnotes

- <sup>1</sup> List Price Adjustment (LPA) is available based on Jurisdiction Tax Revenue. List Price Adjustment is automatically computed by the pricing calculator based on the total Jurisdiction Tax Revenue.
- <sup>2</sup> For the purposes of Application Management Pack for Oracle Public Sector Revenue Management 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.
- <sup>3</sup> This product is on Controlled Availability (CA). For more Information on CA process and approval, please refer to the Controlled Availability section on eSource at <http://esource.oraclecorp.com> > Global Business Units > TUGBU > Pricing > Controlled Availability. If you are an Oracle partner, please contact your Oracle PRN Representative for additional Information.

## Definitions

**\$M in Jurisdiction Tax Revenue:** is defined as one Million US Dollars of total tax revenue processed through the licensed program during a fiscal year. Tax revenues can include but are not limited to the following types of taxes, assessments, licenses or other fees: Individual income tax, corporate income tax, property tax, sales and gross receipts taxes (which include taxes from alcoholic beverages, amusement, insurance premiums, motor fuels, pari-mutuels, tobacco products and other), Licenses (include licenses from alcoholic beverages, amusements, corporation, hunting and fishing, motor vehicle, motor vehicle operators, occupation and business) and Other taxes (which include taxes from death and gift, documentary and stock transfer, and employment severance).

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 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, Application Management Pack for Utilities and Application Management Pack for Public Sector Revenue Management, 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.

## Attachment B

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# Oracle Software Technical Support Policies

Effective Date: 18-July-2014

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## 1. Overview

Unless otherwise stated, these Software Technical Support Policies apply to technical support for all Oracle software product lines.

"You" and "your" refers to the individual or entity that has ordered technical support from Oracle or an Oracle-authorized distributor.

To receive technical support as provided by Oracle Support Services ("OSS") as described in these Oracle Software Technical Support Policies, all programs must be properly licensed.

Technical support is provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of an Oracle licensed program, running unaltered, and on a certified hardware, database and operating system configuration, as specified in your order or program documentation.

Product release and supported platforms information for all Oracle programs, other than Phase Forward and Nimbula programs, is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below. Product release and supported platforms information for Phase Forward and Nimbula programs will be provided to you in writing.

Oracle will provide technical support in accordance with Oracle's services privacy policy available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html> and Oracle's Global Customer Support Security Practices, as referenced below.

References to the Technical Support Policies in former Oracle, or vendors acquired by Oracle, agreements may vary (e.g. Software Support Services Terms and Conditions, Maintenance Services Policy, Standard Maintenance Program, product support policy, Support Services policies, Support Maintenance Agreement, Maintenance and Technical Support Agreement, Maintenance and Support Schedule 2.0, and Licensee Support Services Policy).

These Technical Support Policies are subject to change at Oracle's discretion; however Oracle policy changes will not result in a material reduction in the level of the services provided for supported programs during the support period (defined below) for which fees for technical support have been paid.

To view a comparison of these Oracle Software Technical Support Policies and the previous version of the Oracle Software Technical Support Policies, please refer to the attached [Statement of Changes](#) (PDF).

## 2. Support Terms

### Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant order or payment plan, financing or leasing agreement with Oracle or an Oracle affiliate (“payment plan”). Your payment or commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address that you designate. Failure to submit payment will result in the termination of technical support services. Technical support will be provided pursuant to the terms of the order under which it is acquired; however, technical support fees due under a payment plan are due and payable in accordance with the terms and conditions of such payment plan.

### Support Period

Technical support is effective upon the effective date of your order unless stated otherwise in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the order, Oracle technical support terms, including pricing, reflect a 12 month support period (the “support period”). Once placed, your order for technical support services is non-cancelable and the sums paid non-refundable, except as provided in the relevant order. Oracle is not obligated to provide technical support beyond the end of the support period.

### License Set

A license set consists of (i) all of your licenses of a program, including any options\* (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), Enterprise Manager\* (e.g., Database Enterprise Edition and Diagnostics Pack), or self-service module\* (e.g., Human Resources and Self-Service Human Resources) licensed for such programs, (ii) all of your licenses of a program that share the same source code\*\*, (iii) for Crystal Ball programs, the same licenses of a program contained on a single order, or (iv) for Oracle Java Embedded Binary programs, all of the distributed units of each unique Java application product licensed pursuant to the Java BLRA agreement between you and Oracle. Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

\*As specified on Oracle’s price list.

\*\*Programs that share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition.
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, WebLogic Server Enterprise Edition, WebLogic Server Standard Edition, WebLogic Suite, and Web Tier.
- Oracle FLEXCUBE Core Banking programs
- Oracle FLEXCUBE Universal Banking for Retail programs
- Oracle FLEXCUBE Universal Banking for Corporate programs
- Oracle FLEXCUBE Lending & Leasing programs
- Oracle Daybreak programs
- Oracle Banking programs

If you are an Oracle partner and provide first line support to an end user (e.g., Embedded Software License (“ESL”), Application Specific Full Use (“ASFU”), or any other Oracle authorized provision of first line support), a license set consists of all of the end user’s licenses of the program(s) embedded or included in the Application Package pursuant to the ESL Distribution Agreement, ASFU Distribution Agreement, or other distribution agreement between you and Oracle. If the end user also has Full Use licenses supported directly by you, then those Full Use licenses must also be supported at the same level as the ASFU or ESL licenses.

If Oracle is providing first line support for all of an end user's ASFU and Full Use licenses, then both the ASFU and Full Use licenses must be supported at the same level. However, if Oracle is providing first line support for an end user's Full Use licenses and you are providing first line support for the ASFU and/or ESL licenses, then the licenses would not be considered part of the same license set.

### **Matching Service Levels**

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g., Software Update License & Support, Oracle Communications Network Premier Support or unsupported). If you add Extended Support, you still must maintain Software Update License & Support for the entire license set; subject to availability, you must acquire Extended Support for all licenses of a particular version release of a program if you acquire Extended Support for any license in such version release. You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

### **Reinstatement of Oracle Technical Support**

If technical support lapses or was not originally purchased with a program license, a reinstatement fee will be assessed. The reinstatement fee is computed as follows: a) if technical support lapsed, then the reinstatement fee is 150% of the last annual technical support fee you paid for the relevant program; b) if you never acquired technical support for the relevant programs, then the reinstatement fee is 150% of the net technical support 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. The reinstatement fee in (a) shall be prorated from the date technical support is ordered back to the date technical support lapsed. The reinstatement fee in (b) shall be prorated back to the original program license order date.

In addition to the reinstatement fee described above, you must pay the technical support fee for the support period. This technical support fee 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.

If you previously acquired technical support from an Oracle-authorized distributor and are now acquiring technical support directly from Oracle, an uplift may be added to the reinstatement fee and your technical support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an order is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply.

### **Pricing following Reduction of Licenses or Support Level**

Pricing for support is based upon the level of support and the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is reduced, support for the remaining licenses on that license order will be priced at Oracle's list price for support in effect at the time of termination or reduction minus the applicable standard discount. Such support price will not exceed the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported, and will not be reduced below the previous support fees paid for the licenses continuing to be supported. If the license order from which licenses are being terminated established a price hold for additional licenses, support for all of the licenses ordered pursuant to the price hold will be priced at Oracle's list price for support in effect at the time of reduction minus the applicable standard discount.

### **Custom Application Bundles**

Technical support may not be discontinued for a single program module within a custom application bundle.

### **Unsupported Programs**

Customers with unsupported programs are not entitled to download or receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for unsupported programs. CD packs or

programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

## Technical Contacts

Your technical contacts are the sole liaisons between you and OSS for technical support services. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Oracle supported programs and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

You may designate one (1) primary and four (4) backup individuals ("technical contact") per license set, to serve as liaisons with OSS. With each USD\$250,000 in net support fees per license set, you have the option to designate an additional two (2) primary and four (4) backup technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

Oracle may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

## Program Updates

Update means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available (as determined by Oracle) and may not include all versions previously available for a program acquired by Oracle. Oracle is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.

## Right to Desupport

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases and, therefore, Oracle reserves that right. However, program releases that are expressly identified within Oracle's Lifetime Support policy will be governed by the terms of the Lifetime Support Policy. Desupport information is subject to change.

## First and Second Line Support

You are required to establish and maintain the organization and processes to provide "First Line Support" for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues for the supported programs, you may contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support; however please do not provide Oracle with access to any health, payment card, or other sensitive data that requires protections greater than those specified in the Global Customer Support Security Practices section below.

Second Line Support shall consist of (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects as described in the associated documentation.

Oracle may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

### Third Party Vendor-Specific Support Terms

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified and supported product, application, hardware platform, framework, database, and/or operating system configuration to continue receiving technical support services from Oracle.

### Technical Support for Development, Demonstration and End User Licenses

Technical support for Development and/or Demonstration licenses is provided through your membership in the Oracle PartnerNetwork. Before you may provide technical support for a program you have licensed to an end user you must, in addition to the technical support you may receive for Development and/or Demonstration licenses, acquire technical support for such program from Oracle and continuously maintain it for as long as you provide support to the end user.

## 3. Lifetime Support

Lifetime Support consists of the following service levels:

- Premier Support (also referred to as, and will be documented on your order as, “Software Update License & Support” or “Oracle Communications Network Software Premier Support”)
- Extended Support (if offered)
- Sustaining Support

A description of the services available under Premier Support, Extended Support and Sustaining Support is included in the Oracle Technical Support Levels section below.

When offered and except as noted below, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available. If offered, support may be extended for an additional three years with Extended Support for specific releases. Except as noted below, in addition to the technical support fee, an Extended Support fee applies for each support period for which Extended Support is purchased.

Alternatively, and if offered, support may be extended with Sustaining Support, which will be available for as long as you maintain technical support for your Oracle program licenses.

For specific programs that are, or will be covered by the Lifetime Support Policy, service levels offered, and timeframes refer to the following:

- For server technology programs view [“Lifetime Support Policy: Coverage for TechnologyProducts”](#) (PDF)
- For fusion middleware programs view [“Lifetime Support Policy: Coverage for Fusion Middleware”](#) (PDF)
- For application programs view [“Lifetime Support Policy: Coverage for Applications”](#) (PDF)
- For retail application programs view [“Lifetime Support Policy: Coverage for Retail Applications”](#) (PDF)
- For Sun software and operating system products view [“Lifetime Support Policy: Coverage for Sun Software and Operating System Products”](#) (PDF)
- For Oracle Linux program releases view [“Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM”](#) (PDF)

- For OFSS programs view “[Lifetime Support Policy: Coverage for Oracle Financial Services Software](#)” (PDF)

**Exceptions -** For customers with a current support contract running:

1. **PeopleTools.** The PeopleTools program, provided in conjunction with a PeopleSoft application program release, will be supported for as long as such application program release is supported. Patches and platform certifications for a PeopleTools minor release will be provided until 12 months after the next minor release is made generally available or Oracle announces that no future releases will be made; critical patch updates for a PeopleTools minor release may be provided for up to 24 months after the next minor release is made generally available.

You must apply PeopleTools minor releases in order to continue to receive Premier or Extended Support, if offered, for a PeopleSoft application program release. You may be required to apply PeopleTools minor releases to remain current with versions of third party technologies and products as supported by the provider of the third party product.

PeopleSoft application maintenance, which includes but is not limited to: images, patches, bundles, and maintenance packs, may require an upgrade to a newer version of PeopleTools.

Oracle reserves the right to make changes to the third party products included in the PeopleTools program release which includes but is not limited to: (i) requiring newer versions of the third party products, (ii) changing the way in which third party products are packaged and distributed and (iii) replacing or remediating one or more third party products.

2. **Oracle Database 11gR2:** The Extended Support fee has been waived for the period of February 2015 – January 2016. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels section below.
3. **Oracle Database 10gR2:** Except as otherwise specified in the table below, Extended Support will be made available at Oracle’s then current Extended Support pricing from: August 2013 – July 2015. Extended Support for Oracle Database 10gR2 will be limited to Severity 1 fixes only; critical patch updates will not be made available.

For customers running Oracle Database 10gR2 on:

| Platform                          |  |
|-----------------------------------|--|
| Fujitsu BS2000                    | The Extended Support fee will be waived from August 2010 – July 2014.  |
| HP OpenVMS on Itanium             | The Extended Support fee will be waived from August 2010 – July 2015. For the period of August 2015 – July 2017, Extended Support will continue to be available but will be at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available. |
| IBM z/OS                          | After July 2013, Extended Support will continue to be available at Oracle’s then-current Extended Support fees. Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.  |
| Linux Itanium and Windows Itanium | For the period of August 2013 – December 2015, Extended Support will continue to be available but will be at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.   |

4. **HP-UX and Itanium-2 Processor:** The following Extended Support exceptions apply to those customers running the supported Oracle program releases on certified OS versions of the HP-UX on the Itanium-2 processor based platform:

| Oracle Program Release |  |
|------------------------|--|
| Oracle Database 10gR2  | Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of August 2013 – December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.    |
| Oracle Database 11gR1  | Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of September 2015 – December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available. |
| Oracle Database 11gR2  | Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2020. For the period of February 2018 – December 2020, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.  |
| WebLogic Server 9.2    | Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of December 2013 - December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.  |
| Tuxedo 9.1             | Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of July 2014 - December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.      |

5. **Oracle e-Business Suite:**

- a) **Oracle e-Business Suite Extended Support:** The Extended Support fee has been waived for the Oracle program releases and periods stated below.

| <u>Oracle Program Release</u> | <u>The Extended Support Fee will be waived from:</u> |
|-------------------------------|--|
| Oracle e-Business Suite 12.0  | February 2012 – January 2015                         |
| Oracle e-Business Suite 12.1  | January 2017 – December 2019                         |

- b) **Oracle e-Business Suite 11.5.10 Sustaining Support:** For Sustaining Support for Oracle e-Business Suite 11.5.10, provided from December 2013 – December 2015, Oracle will continue to provide: Severity 1 fixes, critical patch updates and United States Tax Form 1099 updates for the 2013 and 2014 tax years. During this period, payroll regulatory tax updates will only be provided for the countries and tax years specified below.

| <u>Country</u>           | <u>2013 Tax Year</u>                | <u>2014 Tax Year</u>                |
|--------------------------|-------------------------------------|-------------------------------------|
| United States and Canada | January 1, 2013 – December 31, 2013 | January 1, 2014 – December 31, 2014 |
| United Kingdom           | N/A                                 | April 6, 2013 – April 5, 2014       |
| Australia                | N/A                                 | July 1, 2013 – June 30, 2014        |

6. **PeopleSoft Enterprise 9.0 and PeopleSoft Enterprise 9.1:** The Extended Support fee will be waived for the entire Extended Support period.
7. **JD Edwards EnterpriseOne and JD Edwards World:**
  - a. **JD Edwards EnterpriseOne 9.0, JD Edwards EnterpriseOne 9.0 Update 2 (i.e., 9.0.2) and/or JD Edwards EnterpriseOne 9.1 releases:** The Extended Support fee will be waived for the entire Extended Support Period. Please review the Lifetime Support policy for Extended Support timeframes.
  - b. **JD Edwards World A9.1:** The Extended Support fee will be waived from: May 2013 – April 2015.
  - c. **JD Edwards World A9.2, JD Edwards World A9.2.1, and/or JD Edwards World A9.3:** The Extended Support fee will be waived for the entire Extended Support period. Please review the Lifetime Support policy for Extended Support timeframes.
8. **Oracle Portal 11gR1 and Oracle Discoverer 11gR1 (Oracle Fusion Middleware):** The Extended Support fee will be waived from July 2014 – June 2015.
9. **Oracle Exadata Storage Server Software 11.2 (program releases 11.2.3.2.2 and above):** The Extended Support fee will be waived from October 2014 – September 2015.
10. **Oracle Insurance Policy Administration System (J2EE) 8.016.43.0 Sustaining Support:** For Sustaining Support for Oracle Insurance Policy Administration Systems (J2EE) 8.016.43.0, Oracle will continue to provide Severity 1 fixes through December 31, 2014.

## 4. Oracle Technical Support Levels

### Software Update License & Support

Program releases in the Premier Support phase of Oracle's product support lifecycle will receive Software Update License & Support. Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Certification with most new third-party products/versions (availability may vary by program)
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Current licensees of MySQL Classic Edition Annual Subscription, MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription or MySQL Standard Edition Annual Subscription ("MySQL Subscription"), may receive Software Update License & Support (SULS) for MySQL Community Edition,\* except that SULS for MySQL Community Edition does not include Updates of any kind. MySQL Community Edition may not contain all of the features and functionality of the programs contained in the MySQL Subscription. (\*Community Edition refers to MySQL licensed under the GPL license.)
- For Oracle VM VirtualBox Enterprise, Software Update License & Support (SULS) is limited to the platforms specified [here](#). SULS is not available for Oracle VM VirtualBox Enterprise features noted as experimental; such features are specified in the Oracle VM VirtualBox User Manual located [here](#)
- Access to Platinum Services as described at <http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf>
- Non-technical customer service during normal business hours

Software Update License & Support for the Audit Vault and Database Firewall program (formerly the Database Firewall and Database Firewall Management Server programs) consists of:

- The Software Update License & Support described above except that fixes specific to Oracle Linux are subject to Note #1 below
- 24x7 access to Oracle Unbreakable Linux Network
- Hardware Certification<sup>2</sup>
- Backport of fixes<sup>1</sup>, using commercially reasonable efforts, for any Oracle Linux program released from Oracle for a period of six (6) months from the date the next release of the Oracle Linux program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>

Notes:

1. Oracle will only provide bug fixes for certain versions of the Oracle Linux programs as provided on <http://linux.oracle.com/supported.html>.
2. Hardware certification will be provided for the first six (6) years from the date a release of the Oracle Linux program becomes generally available. After six (6) years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide such hardware certification.

Limited Software Update License & Support is available for the Phase Forward programs (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal, Trace), InForm, and LabPas). The limited Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Assistance with service requests during normal business hours
- Ability to log service requests as specified in the following link: <http://www.oracle.com/us/support/contact/health-sciences-license-support/index.html>
- Non-technical customer service during normal business hours

## Extended Support

Extended Support may be available for certain Oracle program releases after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for the terminal patchset release of a program. Unless otherwise stated in this section, supported program releases eligible for Extended Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Extended Support does not include:

- Certification with new third party products/versions

*Extended Support for Java SE* - Java SE program releases eligible for Extended Support will receive Java SE Support limited to the following:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online

- Non-technical customer service during normal business hours

*Extended Support for Oracle Linux* - Extended Support is not available for the Oracle Linux programs.

## Sustaining Support

Sustaining Support will be available after Premier Support expires. As program releases under Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited. Unless otherwise stated in this section, program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during Premier Support and Extended Support (if offered and only after the Extended Support period ends)
- Tax, legal, and regulatory updates (availability may vary by country and/or program) created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Upgrade scripts (availability may vary by program) created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal, and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

*Sustaining Support for Oracle Linux* - Oracle Linux program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Access to patches, fixes, and security alerts created during the Premier Support period

Sustaining Support for the Oracle Linux programs does not include:

- Access to new patches, fixes, and security alerts
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification
- Backport of fixes

*Sustaining Support for Java SE* - Java SE program releases eligible for Sustaining Support will receive Java SE Support limited to the following:

- Minor updates and bug and security fixes created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Upgrade tools created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days per week

- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support for the Java SE program releases does not include:

- New minor updates and bug and security fixes
- New upgrade tools
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

*Sustaining Support for Nimbula* – Nimbula program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Access to existing program updates and fixes only (i.e., new program updates and fixes will not be provided)
- Assistance with service requests during normal business hours.
- Ability to log service requests via the following email: [Nimbula-Support\\_WW@oracle.com](mailto:Nimbula-Support_WW@oracle.com)
- Non-technical customer service during normal business hours

Sustaining Support for the Nimbula program releases does not include:

- Access to new program updates and fixes
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

### Oracle Communications Network Software Premier & Sustaining Support

Oracle Communications Network Software Premier Support is available for the following program categories (collectively "Oracle Communications Network Software"): Oracle Communications EAGLE, Oracle Communications Performance Intelligence Center, Oracle Communications Diameter Signaling Router, Oracle Communications Policy Management and Oracle Communications Subscriber Data Management. Oracle Communications Network Software Premier Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Certification with most new third-party products/versions (availability may vary by program)
- Remote installation of Oracle Communications Network Software
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

For Oracle Communications Network Software Premier Support only, reasonable efforts will be made to respond to service requests per the Response Times set forth in the guidelines below; however, Oracle's failure to adhere to the times stated will not constitute a breach by Oracle. The guidelines are for informational purposes only and subject to change at Oracle's discretion.

| Severity Level | Response Time <sup>1</sup> | Remote Restoration Time <sup>1</sup> | Resolution Time <sup>1</sup> |
|----------------|----------------------------|--------------------------------------|------------------------------|
| Severity 1     | 15 minutes                 | 6 hours                              | 30 calendar days             |
| Severity 2     | 15 minutes                 | 48 hours                             | 30 calendar days             |
| Severity 3     | N/A                        | N/A                                  | 180 calendar days            |

1. For purposes of the above table, the following definitions apply:
  - Response Time - The elapsed time beginning when you create a service request until Oracle first responds to you.
  - Remote Restoration Time - The elapsed time beginning when Oracle achieves remote access to the applicable program and when Oracle notifies you that a solution

has been offered. The Remote Restoration Time frames do not apply if program code changes are required.

- Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

Certain Oracle Communications Network Software program releases may be eligible to receive Oracle Communications Network Software Sustaining Support. Oracle Communications Network Software Sustaining Support consists of:

- Program Updates
- Fixes and security alerts created during the Premier Support period
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support for the Oracle Communications Network Software program releases does not include:

- New fixes and security alerts
- Remote installation of Oracle Communications Network Software
- Certification with new third party products/versions
- Response Times identified above

## 5. Additional Support Services Available for Purchase

### Incident Server Support Package

Incident Server Support provides web-based technical support on a per server basis in packages of 10 service requests to be used within a 12 month period. Any unused service requests at the end of the support period shall expire. Incident Server Support for a program may be acquired with the initial program license purchase and, if acquired with such purchase, may be renewed for subsequent support periods for as long as Premier Support is available for your Oracle program license. If you want to obtain Software Update License & Support, it will be subject to Oracle's reinstatement policies in effect at the time Software Update License & Support is acquired. Incident Server Support is available for the following across all platforms:

- Oracle Database Incident Server Support Package: Oracle Database Enterprise Edition, Oracle Database Standard Edition, Oracle Database Standard Edition One, Partitioning, and Real Application Clusters
- Oracle Application Incident Server Support Package: Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, and Internet Application Server Java Edition

Incident Server Support consists of:

- 10 service requests
- Access to My Oracle Support (24x7 web-based technical support system), including the ability to log service requests online
- Access to downloadable software patches and patchsets

Service requests requiring resolution of a program bug will not be counted against your overall service request total. Your access to Incident Server Support services, including My Oracle Support, ends on the earlier of (i) expiration of the support period; or (ii) resolution of your final service request. The Incident Server Support Packages do not include updates and may not be used, purchased, or sold in conjunction with any other support offering.

If you renew Incident Server Support Package, your renewal fee for such services will be based on Oracle's Incident Server Support Package pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Incident Server Support Package is not subject to the Reinstatement of Oracle Technical Support section above.

## Oracle Java Development Tools Support

Oracle Java Development Tools Support is available for the following programs: Sun NetBeans, Oracle Enterprise Pack for Eclipse, and Oracle JDeveloper (downloaded from the Oracle Technology Network after June 28, 2005). If you acquire Oracle Java Development Tools Support, you will receive support for all of the programs included above.

Oracle Java Development Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Java Development Tools Support does not include upgrades to new program releases. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

## Oracle Solaris Development Tools Support

Oracle Solaris Development Tools Support is available for the following programs: Oracle Solaris Studio and Oracle Solaris Studio Express. If you acquire Oracle Solaris Development Tools Support, you will receive support for all of the programs included above.

Oracle Solaris Development Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Solaris Development Tools Support does not include upgrades to new program releases or access to Oracle Solaris updates, fixes or patches. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

## Oracle Application Development Framework Essentials Support

Oracle Application Development Framework Essentials Support is available for Oracle Application Development Framework (ADF) Essentials program releases. Oracle Application Development Framework Essentials Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Application Development Framework Essentials Support does not include upgrades to new program releases. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

## Java SE Support

Java SE Support is available for Java SE program releases. Java SE Support consists of:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days per week

- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

If you acquire Java SE Support, the services described above are in support of licenses you acquired separately. Bug fixes, security fixes and minor updates received as part of the services described above shall be provided under the terms of the appropriate license agreement that you accepted upon downloading and/or installing the Java SE program. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

### NoSQL Database Community Edition Support

NoSQL Database Community Edition Support is available for NoSQL Database Community Edition program releases. NoSQL Database Community Edition Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

NoSQL Database Community Edition Support does not include upgrades to new program releases. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

### Service Request Packages

Service Request Packages are made available to members of the Oracle Partner Network. Service Request Packages provide web-based technical support in packages of 10 or 25 service requests, do not include updates, and are not available for all programs. Please contact your OPN Interaction Center at <http://partner.oracle.com> for program availability.

Service Request Packages are valid for one year from the date of purchase. Any unused service request(s) will expire at the earlier of (i) the end of such year, or (ii) the end of your OPN membership term if such membership is not renewed. Access to log service requests will be restricted at the same time the final service request is resolved.

### Priority Service

Priority Service is available for program releases receiving Premier, Extended, or Sustaining Support. Priority Service consists of:

- Support Delivery Management. An Oracle Technical Account Manager (“TAM”) will be assigned to you for the duration of the term. The TAM will serve as your primary contact for the administration of the services and will communicate with you in a local language (except as noted below).
  - Your TAM shall provide the following support services:
    - Prepare and maintain quarterly service delivery progress reports;
    - Document the contact details for key Oracle contacts, your technical contacts for Oracle Premier Support, and management escalation team (“Customer Contacts”) and Oracle’s escalation procedures (“Joint Contacts and Escalation Guide”);
    - Document the technical specifications of your OPE (“Environment and Configuration Guide”); and
    - Provide access to a customer-specific web portal.
  - Your TAM will also assist with the following:
    - Conduct an orientation for your Customer Contacts;
    - Conduct quarterly service reviews;
    - Maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.
    - Review all Oracle Support Services activity, including service request (“SR”) activity in connection with individual SRs logged by you or your Customer Contacts. The review may consist of status reports, next steps, if any, and review of your SR priorities;

- Serve as your designated point of contact for Severity 1 and mutually agreed upon Severity 2 SR (collectively, "Critical SRs"). The TAM will provide assistance in managing Critical SRs as follows:
  - o SR management, prioritization and escalation;
  - o Communicate the status of your SRs to your Customer Contact(s) as requested;
  - o Facilitate communications between Oracle and your Customer Contacts;
- Facilitate your access to Oracle-sponsored events, as made available to Priority Service customers; and
- Facilitate your access to monthly web conference sessions delivered in English featuring Oracle products.
- SR Prioritization.
  - Oracle will prioritize your SRs above SRs of the same severity level submitted by other Premier Support customers. Reasonable efforts will be made to respond to your SRs per the following guidelines ("Service Request Response Guidelines"):
    - 90% of Severity 1 SRs within one (1) hour (available 24x7);
    - 90% of Severity 2 SRs within two and one half (2.5) local business hours;
    - 90% of Severity 3 SRs within the next local business day; and
    - 90% of Severity 4 SRs within the next local business day.
  - o Oracle will initiate internal escalations for Severity 1 and Severity 2 SRs according to the Service Request Response Guidelines; and
  - o Oracle will prioritize the repair of product defects encountered during the resolution of service requests.

If you purchase Priority Service, you must maintain a current Software Update License & Support contract for all licenses in a license set for which Priority Service has been acquired. If you have maintained Software Update License & Support and want to purchase Priority Service for a license set, the licenses do not need to be migrated to current license metrics to do so.

If you purchase Priority Service, you acknowledge that Oracle's ability to provide services depends on your fulfillment of the following obligations:

- You will designate Customer Contacts and identify by name, phone number, e-mail address and other appropriate contact methods, for each of your Customer Contacts. Only your Customer Contacts may communicate with Oracle regarding the delivery of Priority Services
- You are responsible for applying bug fixes, critical patches and configuration recommendations provided through Oracle Support Services within a commercially reasonable period of time.
- You will assist Oracle to maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.

If you renew Priority Service, your renewal fee for such services will be based on the Priority Service pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Priority Service is not subject to the Reinstatement policies stated above. Priority Service is not available for all programs. Please contact your Support Sales Representative for service availability.

### **North American Payroll Tax Updates**

North American Payroll Tax Updates is available for the following Peoplesoft HRMS Payroll for North America program releases: 8.8 Service Pack 1 and 8.9. Customers who acquire North American Payroll Tax Updates will receive one (1) calendar year of tax updates for the applicable Peoplesoft HRMS Payroll for North America program release. North American Payroll Tax Updates is only available in the following countries: United States, Canada and Puerto Rico.

In order to acquire North American Payroll Tax Updates, your licensed Peoplesoft HRMS Payroll for North American program must be currently supported with Software Update License & Support. North American Payroll Tax Updates will be delivered through My Oracle Support.

North American Payroll Tax Updates may be acquired for the applicable Peoplesoft HRMS Payroll for North America program releases as follows: (i) through December 2017 for program release 8.9 and (ii) through December 2016 for program release 8.8 Service Pack 1. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above.

### **Global Payroll Legislative Tax Updates**

Global Payroll Legislative Updates is available for PeopleSoft HRMS Global Payroll program release 8.9. Customers who acquire Global Payroll Legislative Updates will receive one (1) calendar year of legislative updates for PeopleSoft HRMS Global Payroll program release 8.9. Global Payroll Legislative Updates is only available in the following countries: Australia, New Zealand, Spain, France, Mexico, United Kingdom and India.

In order to acquire Global Payroll Legislative Tax Updates, your licensed PeopleSoft HRMS Global Payroll program must be currently supported with Software Update License & Support. Global Payroll Legislative Tax Updates will be delivered through My Oracle Support.

Global Payroll Legislative Tax Updates may be acquired for up to two (2) years from the availability of Sustaining Support for PeopleSoft HRMS Global Payroll program release 8.9. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Global Payroll Legislative Tax Updates are not subject to the Reinstatement policies stated above.

### **Financials Legislative Updates for Oracle E-Business Suite 11.5.10**

Financials Legislative Updates for Oracle E-Business Suite 11.5.10 is available for Oracle E-Business Suite release 11.5.10 cumulative update 2. If you purchase these services, you will receive one (1) calendar year of financials legislative updates and Severity 1 fixes for the Oracle E-Business Suite 11.5.10 release.

In order to acquire Financials Legislative Updates for Oracle E-Business Suite 11.5.10, your licensed Oracle E-Business Suite must be currently supported with Software Update License & Support.

The Financials Legislative Updates for Oracle E-Business Suite 11.5.10 service consists of three (3) tiers that can be purchased separately. The tiers are as follows:

**Tier 1** - Tier 1 consists of: Severity 1 fixes, critical patch updates and United States Tax Form 1099 updates for the applicable tax year(s). Tier 1 is currently available through December 2015 at no additional fee under Sustaining Support to customers currently supported with Software Update License & Support. Please see the Lifetime Support section above for additional information.

**Tier 2** - Tier 2 consists of: Severity 1 fixes, critical patch updates, United States Tax Form 1099 updates for the applicable tax year(s), and financials legislative updates for the following countries: United States, Canada, Mexico, United Kingdom, France, Italy, Netherlands, Germany, Switzerland, South Africa, Spain, Saudi Arabia, United Arab Emirates, Bahrain, Kuwait, Australia, Japan, China, and South Korea. If you purchase Tier 2, your fee for such services will be based on the then-current Tier 2 fee.

**Tier 3** - Tier 3 consists of: Severity 1 fixes, critical patch updates, United States Tax Form 1099 updates for the applicable tax year(s), and financials legislative updates for the following countries: United States, Canada, Mexico, United Kingdom, France, Italy, Netherlands, Germany, Switzerland, South Africa, Spain, Saudi Arabia, United Arab Emirates, Bahrain, Kuwait, Australia, Japan, China, South Korea, and additional countries as specified on [My Oracle Support](#) (i.e., "Financials Legislative Updates for Oracle E-Business Suite 11.5.10" [Doc ID 1597513.1]). If you purchase Tier 3, your fee for such services will be based on the then-current Tier 3 fee.

Information on financials legislative updates and applicable countries is available on [My Oracle Support](#) (i.e., "Financials Legislative Updates for Oracle E-Business Suite 11.5.10" [Doc ID 1597513.1]). Financials Legislative Updates for Oracle E-Business Suite 11.5.10 will be delivered through My Oracle Support.

The following applies to Oracle E-Business Suite 11.5.10:

- Oracle will not provide financials legislative updates for Oracle E-Business Suite 11.5.10 any sooner or with any greater scope than what is made available under a subsequent release of Oracle E-Business Suite (e.g., Oracle E-Business Suite release 12 or higher).
- Country-specific financials legislative updates (“localized updates”) provided under Tier 2 and Tier 3 will only be made available if such localized updates are also made available in a subsequent release of Oracle E-Business Suite. In the event localized updates are provided for additional countries in a subsequent release of Oracle E-Business Suite, such localized updates for the additional countries will not be provided for Oracle E-Business Suite 11.5.10.
- Due to architectural or other changes between a subsequent release of Oracle E-Business Suite and Oracle E-Business Suite 11.5.10, Oracle may not provide all localized updates for Oracle E-Business Suite 11.5.10 that are made available in a subsequent release of Oracle E-Business Suite.

If you renew Financials Legislative Updates for Oracle E-Business Suite 11.5.10, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Financials Legislative Updates for Oracle E-Business Suite 11.5.10 is not subject to the Reinstatement policies stated above.

### Payroll Legislative Updates for Oracle E-Business Suite 11.5.10

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is available for Oracle E-Business Suite release 11.5.10 cumulative update 2. Customers who acquire Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 will receive one (1) calendar year of payroll legislative updates for the Oracle E-Business Suite 11.5.10 release.

In order to acquire Payroll Legislative Updates for Oracle E-Business Suite 11.5.10, your licensed Oracle E-Business Suite Payroll must be currently supported with Software Update License & Support.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is available for the following countries and tax years:

| <b>Country</b>      | <b>2014 Tax Year</b>  | <b>2015 Tax Year</b>                |
|---------------------|---|-------------------------------------|
| Australia           | See note 1 below  | July 1, 2014 – June 30, 2015        |
| United Kingdom      | See note 1 below  | April 6, 2014 – April 5, 2015       |
| United States       | See note 1 below  | January 1, 2015 – December 31, 2015 |
| Canada              | See note 1 below  | Not Available                       |
| India               | April 1, 2013 – March 31, 2014  | April 1, 2014 – March 31, 2015      |
| Japan               | January 1, 2014 – December 31, 2014<br>(includes limited updates for the 2013 tax year; see note 2 below) | Not Available                       |
| Mexico              | January 1, 2014 – December 31, 2014<br>(includes limited updates for the 2013 tax year; see note 2 below) | Not Available                       |
| Republic of Ireland | January 1, 2014 – December 31, 2014<br>(includes limited updates for the 2013 tax year; see note 2 below) | Not Available                       |
| Saudi Arabia        | January 1, 2014 – December 31, 2014<br>(includes limited updates for the 2013 tax year; see note 2 below) | Not Available                       |
| Singapore           | January 1, 2014 – December 31, 2014<br>(includes limited updates for the 2013 tax year; see note 2 below) | Not Available                       |
| South Korea         | January 1, 2014 – December 31, 2014<br>(includes limited updates for the 2013 tax year; see note 2 below) | Not Available                       |

Notes:

1. For the specified countries and tax years noted above, payroll regulatory updates are provided under Sustaining Support to customers with a current support contract. Please see the Lifetime Support section above for additional information.
2. For the specified countries noted above, payroll regulatory updates provided by Oracle from December 1 – December 31, 2013 for the 2013 tax year are included as part of the Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 service for the 2014 tax year.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 will be delivered through My Oracle Support and will require the latest available HRMS R11i RUP (See [My Oracle Support](#) Doc ID 295406.1).

If you renew Payroll Legislative Updates for Oracle E-Business Suite 11.5.10, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is not subject to the Reinstatement policies stated above.

### Financial and Payroll Legislative Updates for JD Edwards

Financials and Payroll Legislative Updates for JD Edwards is available for JD Edwards EnterpriseOne program releases XE, 8.0 and 8.12 and JD Edwards World program releases A7.3 and A8.1. If you purchase these services, you will receive one (1) calendar year of financials and payroll legislative updates and Severity 1 fixes for the applicable JD Edwards release.

In order to acquire Financials and Payroll Legislative Updates for JD Edwards, your licensed JD Edwards EnterpriseOne and/or JD Edwards World program must be currently supported with Software Update License & Support.

The Financials and Payroll Legislative Updates for JD Edwards service consists of three (3) tiers that can be purchased separately. The tiers are as follows:

**Tier 1** - Tier 1 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s), and payroll legislative and financials legislative updates for the applicable tax year(s) for the United States and Canada. If you purchase Tier 1, your fee for such services will be based on the then-current Tier 1 fee.

**Tier 2** - Tier 2 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s) and payroll legislative and financials legislative updates for the applicable tax year(s) and for the countries and programs specified in the table below. If you purchase Tier 2, your fee for such services will be based on the then-current Tier 2 fee.

|                                       | <b>JD Edwards EnterpriseOne</b>  | <b>JD Edwards World</b>   |
|---------------------------------------|--|---|
| <b>Payroll Legislative Updates</b>    | United States, Canada, Australia and New Zealand   | United States, Canada   |
| <b>Financials Legislative Updates</b> | United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan, China, Colombia, Australia, New Zealand and India | United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan and China |

**Tier 3** - Tier 3 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s) and payroll legislative and financials legislative updates for the applicable tax year(s) and for the countries and programs specified in the table below. If you purchase Tier 3, your fee for such services will be based on the then-current Tier 3 fee.

|                                       | <b><u>JD Edwards EnterpriseOne</u></b>  | <b><u>JD Edwards World</u></b>  |
|---------------------------------------|---|---|
| <b>Payroll legislative updates</b>    | United States, Canada, Australia and New Zealand  | United States, Canada   |
| <b>Financials legislative updates</b> | United States, Canada, Mexico, Brazil, Argentina, United Kingdom, Ireland, Austria, Belgium, France, Germany, Italy, Netherlands, Russia, Spain, Switzerland, Japan, China, Colombia, Chile, Peru, Ecuador, Venezuela, Czech Republic, Denmark, Finland, Hungary, Norway, Poland, Sweden, Australia, India, South Korea, Singapore and Taiwan | United States, Canada, Mexico, Brazil, Argentina, United Kingdom, Ireland, Austria, Belgium, France, Germany, Italy, Netherlands, Russia, Spain, Switzerland, Japan and China |

Information on financials and payroll legislative updates for JD Edwards and applicable countries is available on My Oracle Support (i.e. [JD Edwards EnterpriseOne Globalizations \(Document 752291.1\)](#) and [JD Edwards World Globalizations \(Document 745085.1\)](#)). Financials and Payroll Legislative Updates for JD Edwards will be delivered through My Oracle Support.

The following apply to the JD Edwards EnterpriseOne and JD Edwards World program releases for which Financials and Payroll Legislative Updates service is available:

- Oracle will not provide financial and payroll legislative updates any sooner or with any greater scope than what is made available under a subsequent release of JD Edwards EnterpriseOne (i.e., JD Edwards EnterpriseOne 9.1 or higher) or JD Edwards World (i.e., JD Edwards World A9.3 or higher).
- Country-specific financials legislative updates (“localized updates”) provided under Tier 2 and Tier 3 will only be made available if such localized updates are also made available in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World. In the event localized updates are provided for additional countries in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World, such localized updates for the additional countries will not be provided for the JD Edwards EnterpriseOne and JD Edwards World program releases included under the Financials and Payroll Legislative Updates service.
- Due to architectural or other changes between a subsequent release of JD Edwards EnterpriseOne or JD Edwards World and the eligible program releases under the Financials and Payroll Legislative Updates for JD Edwards service, Oracle may not provide all localized updates that are made available in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World.

If you renew Financials and Payroll Legislative Updates for JD Edwards, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Financials and Payroll Legislative Updates for JD Edwards is not subject to the Reinstatement policies stated above.

### **Oracle Linux Support Services**

Oracle offers Oracle Linux support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/policies.html>.

### **Oracle VM Support Services**

Oracle offers Oracle VM support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/policies.html>.

### Exadata Premier Support

For information regarding renewals of Exadata Premier Support, please refer to the Exadata Technical Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

## 6. Web-Based Customer Support Systems

### My Oracle Support

Access to My Oracle Support is governed by the Terms of Use posted on the My Oracle Support web site. The Terms of Use are subject to change and a copy of these terms is available upon request. Access to My Oracle Support is limited to your designated technical contacts.

The following Oracle programs are not currently supported under My Oracle Support: Phase Forward (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal, Trace), InForm, and LabPas) and Nimbula.

### Oracle Unbreakable Linux Network

Access to the Oracle Unbreakable Linux Network is included with Software Update License & Support for the Audit Vault and Database Firewall program (formerly the Database Firewall and Database Firewall Management Server programs).

## 7. Tools Used to Perform Technical Support Services

Oracle may make available collaboration tools (such as tools that enable Oracle, with your consent, to access your computer system (e.g., Oracle Web Conferencing)) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g., Oracle Configuration Manager)) to assist with issue resolution. The tools are licensed under the My Oracle Support Terms of Use, and may be subject to additional terms provided with the tools. Some of the tools are designed to collect information concerning the configuration of your computer environment ("tools data"). The tools will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your computer environment. By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive technical support services. In addition, the tools data may be used by Oracle to assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings.

Some of the tools may be designed to connect automatically or on a periodic basis and you may not receive a separate notice upon connection. You are responsible for maintaining the telecom gateway through which the tools communicate tools data to Oracle. Use of the tools is voluntary; however, refusal to use the tools may impede Oracle's ability to provide technical support services to you.

Further details about some of the current tools Oracle uses to provide technical support services, the data collected, and how the data is used, are described in the Global Customer Support Security Practices and on My Oracle Support. You may also contact your Oracle sales representative or call your local Customer Support office for more details regarding the tools and availability.

If Oracle expressly provides in the tools documentation, technical support policies, an order, or readme that a tool is provided under separate license terms ("Separate Terms") then the Separate Terms shall govern your access and use of the tool. Embedded third party software, or third party software, licensed under Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme. Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by your agreement with Oracle.

## 8. Global Customer Support Security Practices

Oracle is deeply committed to the security of its technical support services. In providing standard technical support services, Oracle will adhere to the Global Customer Support Security Practices, which are available at

<http://www.oracle.com/support/policies.html>. The Global Customer Support Security Practices are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of security specified in the Global Customer Support Security Practices during the period for which fees for technical support have been paid. To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).

Please note that global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data. Please ensure that you do not submit any health, payment card or other sensitive data that requires protections greater than those specified in the [Global Customer Support Security Practices](#). Information on how to remove sensitive data from your submission is available in My Oracle Support at <https://support.oracle.com/CSP/main/article?cmd=show&type=NOT&id=1227943.1>

## 9. Severity Definitions

Service requests for supported Oracle programs may be submitted by you online through Oracle's web-based customer support systems or by telephone. The service request severity level is selected by you and Oracle and should be based on the severity definitions specified below.

### Severity 1\*

Your production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

Except as otherwise specified herein, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour. For response efforts associated with Oracle Communications Network Software Premier Support, please see the Oracle Communications Network Premier & Sustaining Support section above.

24 Hour Commitment to Severity 1 Service Requests for all supported Oracle programs, except as otherwise specified herein: OSS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide OSS with a contact during this 24x7 period, either on site or by phone, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

### Severity 2\*

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

### Severity 3\*

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality

### Severity 4\*

You request information, an enhancement, or documentation clarification regarding your software but there is no impact on the operation of the software. You experience no loss of service. The result does not impede the operation of a system.

\* For Phase Forward programs (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal, Trace), InForm, and LabPas), the severity levels are denoted as P0, P1, P2 and P3 and correspond to the above as follows: P0= Severity 1; P1=Severity 2, P2=Severity 3 and P3=Severity 4.

## 10. Hyperion and Agile Specific Support Terms

For orders placed pursuant to a Hyperion master agreement or to an Agile master agreement, the following terms apply with respect to the technical support services you have ordered.

### Warranties, Disclaimers, and Exclusive Remedies

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

**FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT TECHNICAL SUPPORT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT TECHNICAL SUPPORT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES.**

**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.**

### Limitation of Liability

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.**

For orders placed pursuant to a Hyperion master agreement, the following terms also apply with respect to the technical support services you have ordered.

### Nondisclosure

By virtue of your order, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under your order. Confidential information shall be limited to the terms and pricing under your order and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

## 11. Contact Information

Phone numbers and contact information can be found on Oracle's support web site located [here](#).

**EXHIBIT F  
CONTRACTOR'S EEO CERTIFICATION**

Oracle America, Inc.  
Contractor Name  
1910 Oracle Way, Reston, VA 20121  
Address  
94-2805249  
Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor 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 and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |  |       |                             |
|--|-------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes X | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes X | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes X | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes X | No <input type="checkbox"/> |

Mark Johnson, Senior Vice President, Public Sector Software  
Authorized Official's Printed Name and Title

Mark C Johnson  
Authorized Official's Signature  
Jul 25, 2014  
Date

**Mark C Johnson**  
E-signed 2014-07-25 10:23AM PDT  
mark.c.johnson@oracle.com

## **EXHIBIT G**

### **Jury Service Program**

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

#### **2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a 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 such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "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 chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten 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. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**EXHIBIT H**  
**SAFELY SURRENDERED BABY LAW**

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

[www.babysafela.org](http://www.babysafela.org)

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://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](http://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 Angeles. 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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 Angeles 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 brazaletes 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.



## EXHIBIT I



**ORACLE BUSINESS ASSOCIATE AGREEMENT**  
**{may only be used in an order for Oracle Advanced Customer Support (“ACS”) Services**  
**that have been audited for HIPAA compliance}**

**ORACLE CONTRACT INFORMATION**

This Business Associate Agreement (the “Business Associate Agreement” or the “Exhibit”) amends the Ordering Document, dated \_\_\_\_\_, and all amendments and addenda thereto (the “Ordering Document”) between you and Oracle America, Inc. (“Oracle”).

**Customer Name:**  
**Ordering Document Number:**  
**Exhibit Number:           2**

This exhibit incorporates by reference the terms of the Ordering Document specified above.

**WHEREAS** you represent that the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 and all implementing regulations of the U.S. Department of Health & Human Services (collectively “HIPAA”), govern your use of Protected Health Information (“PHI”) and Electronic Protected Health Information (“ePHI”) (as defined by 45 C.F.R. § 160.103) with respect to the services detailed in the Ordering Document referenced above to which this is attached; and

**WHEREAS** Oracle recognizes your obligations under HIPAA require service providers that create, receive, maintain or transmit PHI/ePHI to agree to certain contractual terms and conditions designed to maintain the privacy and security of such PHI/ePHI;

**THEREFORE**, the parties agree to the following:

I. In the event that the Ordering Document requires Oracle to access, receive, maintain or transmit your PHI/ePHI, Oracle will take the following measures designed to protect the privacy and security of such PHI/ePHI, unless otherwise required by law:

- A. Not use or further disclose such PHI/ePHI other than as permitted or required by the Ordering Document and this Exhibit.
- B. Use appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of such PHI/ePHI and comply, where applicable to Oracle in its performance of the services, with 45 C.F.R. § 164 Subpart C, to prevent the use or disclosure of such PHI/ePHI other than as provided under the Ordering Document; additional information concerning such measures may be specified in this Exhibit.
- C. Report to you any use or disclosure of such PHI/ePHI in violation of the terms of the Exhibit of which Oracle becomes aware, including Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 (as those terms are defined by 45 C.F.R. § 164.402) and Security Incidents (as defined by 45 CFR 164.304). Such report shall include the identification of each individual, to the extent known by Oracle, whose unsecured protected health information has been, or is reasonably believed by Oracle to have been, accessed, acquired or disclosed during such breach. To the extent known, Oracle shall also provide you with: a brief

description of what happened, including the date of the breach and the date of the discovery of the breach; a description of the types of unsecured PHI/ePHI that were involved in the breach; and a brief description of what Oracle is doing to investigate the breach, remediate its cause, and protect against any further breaches of the same or similar nature.

- D. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), ensure that any subcontractors that access, receive, maintain, or transmit such PHI/ePHI on Oracle's behalf in its provision of services under the Ordering Document agree in all material respects to the same restrictions and conditions that apply to Oracle with respect to such PHI/ePHI under this Exhibit.
- E. Make available to you any requests received by Oracle from individuals to inspect or obtain a copy of their PHI/ePHI in accordance with 45 C.F.R. § 164.524.
- F. Make available to you any requests received by Oracle from individuals to have their PHI/ePHI amended in accordance with 45 C.F.R. § 164.526.
- G. Make available to you any requests received by Oracle from individuals for an accounting of disclosures of PHI/ePHI in accordance with 45 C.F.R. § 164.528.
- H. Make its internal practices, books and records relating to the use and disclosure of such PHI/ePHI available to the Secretary of the United States Department of Health and Human Services or his or her designee for purposes of determining your compliance with 45 C.F.R. § 164 Subpart E .
- I. At the end of the services under the Ordering Document or upon termination thereof in accordance with its terms, if feasible and at your request, Oracle shall return or destroy any such PHI/ePHI then in its possession in any form, and retain no copies of such PHI/ePHI. If such return or destruction is not feasible, Oracle will extend the protections specified in the ordering document to such PHI/ePHI and limit further uses and disclosures to those purposes that make its return or destruction of such PHI/ePHI infeasible.

## II. Additional Terms

- A. You may terminate the applicable Ordering Document if Oracle is in material breach of the obligations stated in this Business Associate Agreement and fails to correct the breach within 30 days of written specification of the breach.
- B. If Oracle knows of a pattern of activity or practice of a subcontractor that constitutes a material breach of the subcontractor's obligation of the contract executed with Oracle in accordance with Section I.D above, Oracle will promptly require the subcontractor to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract, if feasible.
- C. The terms and conditions of this Business Associate Agreement shall survive termination of the Ordering Document.
- D. When using or disclosing such PHI/ePHI or when requesting such PHI/ePHI from you, the parties shall make reasonable efforts to limit PHI/ePHI to the minimum necessary to accomplish the intended purposes of the use, disclosure or request.

Subject to the modifications herein, the Ordering Document shall remain in full force and effect.

The effective date of this Business Associate Agreement is \_\_\_\_\_, 201\_\_\_. {to be completed by Oracle}.

*(insert Customer name)*

**Oracle America, Inc.**

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_

## EXHIBIT J

### LICENSE DEFINITIONS AND RULES



#### License Definitions and Rules

##### Definitions and License Metrics

**\$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 Developed:** is defined as a software program developed by You that operates on smart-phones and/or other end user devices and that (i) provides end users with access to content or (ii) provides end users with end user transaction enablement or (iii) otherwise enables use by end users of functions available through the Oracle run-time Program.

**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. For the purpose of the Oracle Financial Services Operational Risk Solution program, employees who are just contributing information to the program via the applicable user interface shall not be counted as application users.

**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 12 month 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.

**Chassis:** is defined as a physical enclosure containing hardware. For the purposes of the following programs: Oracle Fabric Manager and Oracle Fabric Monitor, only the chassis (a) that contain networking hardware and (b) that are managed by the program must be counted for the purpose of determining the number of licenses required.

**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.

**Custom Suite User:** is defined as an individual authorized by you to use the application programs included in the applicable Custom Applications Suite 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.

**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:** is defined as a service for which the description may be found in the Technical Support Policies section (Oracle Hardware and Systems Support Policies) at [www.oracle.com/contracts](http://www.oracle.com/contracts) and which 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.

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

**Enterprise 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. The value of these program licenses is determined by the number of Enterprise FTE Students. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise FTE Students as of the effective date of your order. If at any time the number

of Enterprise FTE Students exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise FTE Students is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise FTE Students. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise FTE Students as of such date.

**Enterprise Trainee:** is defined as an employee, contractor, student or other person who is being recorded by the program. The value of these program licenses is determined by the number of Enterprise Trainees. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Trainees as of the effective date of your order. If at any time the number of Enterprise Trainees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Trainees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Trainees. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise Trainees as of such date.

**Enterprise \$M in Cost of Goods Sold:** Enterprise \$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. The value of these program licenses is determined by the amount of Enterprise \$M Cost of Goods Sold. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M Cost of Goods Sold as of the effective date of your order. If at any time the amount of Enterprise \$M Cost of Goods Sold exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Cost of Goods Sold is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Cost of Goods Sold. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise \$M Cost of Goods Sold as of such date.

**Enterprise \$M in Freight Under Management:** \$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). The value of these program licenses is determined by the amount of Enterprise \$M Freight Under Management. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M Freight Under Management as of the effective date of your order. If at any time the amount of Enterprise \$M Freight Under Management exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Freight Under Management is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Freight Under Management. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise \$M Freight Under Management as of such date.

**Enterprise \$M in Operating Budget:** is defined as one million U.S. Dollars of your gross budget reflected in an audited statement from your external accounting firm. The value of these program licenses is determined by the amount of Enterprise \$M in Operating Budget. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M in Operating Budget as of the effective date of your order. If at any time the amount of Enterprise \$M in Operating Budget exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M in Operating Budget is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M in Operating Budget. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise \$M in Operating Budget as of such date.

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

**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.

**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.

**Installation Services, Start-Up Packs and Configuration/Upgrade Services:** is defined as a service(s) for which the description may be found in the Advanced Customer Support Services section at [www.oracle.com/contracts](http://www.oracle.com/contracts) and which is incorporated by reference.

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

**Learning Credits:** may be used to acquire education products and services offered in the Oracle University online catalogue posted at <http://www.oracle.com/education> under the terms specified therein. Learning credits may only be used to acquire products and services at the list price in effect at the time you order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when you order the relevant product or service. The list price will be reduced by applying the discount specified to you by Oracle. Notwithstanding anything to the contrary in the previous three sentences, learning credits may also be used to pay taxes, materials and/or expenses related to your order; however, the discount specified above will not be applied to such taxes, materials and/or expenses. Learning credits are valid for a period of 12 months from the date your order is accepted by Oracle, and you must acquire products and must use any acquired services prior to the end of such period. You may only use learning credits in the country in which you acquired them, may not use them as a payment method for additional learning credits, and may not use different learning credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using learning credits to order products or services.

**\$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.

**Managed Resource:** 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. In addition, your employees, contractors, partners and any other individual or entity managed by the programs shall be counted for the purposes of determining the number of Managed Resource licenses required.

**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. 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 Load Testing Suite for Oracle Applications, each emulated human user and non human operated device shall be considered as a virtual user and shall be counted for the purpose 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 programs: Oracle GoldenGate for Mainframe and 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.

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 programs: Data Integrator Enterprise Edition and Data Integrator Enterprise Edition for Oracle Applications, only the users that are running or accessing the data transformation processes must be counted for determining the number of licenses required.

For the purposes of the following programs: Oracle Mobile Client Runtime and Application Development Framework Mobile, only the end users of each Application Developed must be counted for the purposes of determining the number of licenses required, regardless of the choice of the mobile application development tool or the framework used to build the Application Developed.

**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.

**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.

**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, 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, Application Management Suite for JD Edwards EnterpriseOne, Application Management Pack for Utilities and Application Management Pack for Taxation and Policy Management, 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 and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed 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 program: Oracle GoldenGate, only (a) the processors running the Oracle database from which you capture data and (b) the processors running 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 programs: Oracle GoldenGate for Mainframe and 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 GoldenGate for Non Oracle Database, only (a) the processors running the non Oracle database from which you capture data and (b) the processors running 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 Application Adapters, only the processors running the source Oracle or non Oracle database(s) from which you capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all processors for all sources must be counted.

For the purposes of the following program: Audit Vault and Database Firewall, only the processors of the sources which are protected, monitored or audited 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.

**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).

**\$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.

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

For the purposes of the following program: ATG Web Commerce, requests for the full ATG pipeline at the ATG DynamoHandler in the Servlet Pipeline made by web browsers or via web service calls, including, but not limited to: JSP page requests; Ajax requests; REST service requests; SOAP service requests; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Endeca Experience Manager, requests at the Assembler and Presentation API, including but not limited to: any page request for Experience Manager; any single submitted query for the Search Engine (text box queries, selection or changes in facet selection); page requests by an application (e.g., ATG Web Commerce); direct requests from web browsers; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: WebCenter Sites for Oracle ATG Web Commerce, requests to the WebCenter Sites or Webcenter Sites Satellite Server programs for page or page fragments, JSP page requests, REST service requests, SOAP service requests or web service calls by browsers or external application must be counted for the purpose of determining the number of licenses required.

**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.

**1,000 Sites:** is defined as one thousand unique sites added to Multi-Site Quotes created during a 12 month period. Sites added to Multi-Site Quotes are listed as records in the Site Characteristics View and the Billing Group View of a Multi-Site Quote. A Site record is uniquely defined by its Service Account and Service Point fields. A single Site (as defined by its Service Account and Service Point fields Site) that is added to multiple Multi-Site Quotes created during a 12-month period shall be only counted once.

**Socket:** is defined as a slot that houses a chip (or a multi-chip module) that 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 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](http://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 agree: (a) 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) to maintain agreements with your

employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct your employees and agents of these requirements for the TRMs; (c) 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) maintain the TRMs at all times on your premises; and (e) 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.

#### **Technical Support**

For purposes of the ordering document, 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) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, 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 fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

Technical support is effective upon the effective date of the ordering document unless otherwise stated in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the first and second renewal years the fee for SULS, will not increase by more than 4% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported program licenses with new versions of the program.

**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 U.S. 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 Module:** is defined as the functional software component described in the product 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 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 US 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 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://oracle.com/contracts>. Notwithstanding anything above, Oracle 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 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, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics programs. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the following programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. 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 datasource 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 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, BPML 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.
- 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 pre-packaged 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.
- 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 data replication to non-Oracle databases or (ii) by other Oracle applications 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 source or target schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Oracle.
- 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.

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 Plus  | 10 Named Users Plus per Processor  |
| WebCenter Portal  | 10 Named Users Plus per Processor  |
| WebCenter Content   | 10 Named Users Plus per Processor  |
| WebCenter Sites   | 10 Named Users Plus per Processor  |
| WebCenter Sites Satellite Server                                    | 10 Named Users Plus per Processor  |
| WebCenter Universal Content Management                              | 10 Named Users Plus per Processor  |
| WebCenter Imaging   | 10 Named Users Plus per Processor  |
| WebCenter Forms Recognition   | 10 Named Users Plus per Processor  |
| WebCenter Enterprise Capture  | 10 Named Users Plus per Processor  |
| WebCenter Distributed Capture                                       | 10 Named Users Plus per Processor  |
| WebCenter Real-Time 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 time 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   |
|--|--|
| <b>Database Enterprise Edition Options*</b> - 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<br><br><b>Database Enterprise Management*</b> - Diagnostics Pack, Tuning Pack, Database Lifecycle Management Pack, Cloud Management Pack for Oracle Database | Oracle Database Enterprise Edition, Audit Vault Server   |
| <b>RDB Server Options*</b> - TRACE   | Rdb Enterprise Edition, CODASYL DBMS   |
| <b>WebLogic Suite Options**</b> - BPEL Process Manager Option, Service Bus, SOA Suite for Oracle Middleware, Business Process Management Suite   | WebLogic Suite   |
| <b>Application Server Enterprise Management**</b> - 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   |
| <b>Business Intelligence Server Enterprise Edition Options</b> - Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing   | Business Intelligence Server Enterprise Edition  |
| <b>Business Intelligence Suite Enterprise Edition Plus Option</b> - Business Intelligence Management Pack  | Business Intelligence Suite Enterprise Edition Plus  |
| <b>Beehive Platform Options</b> - Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration, Beehive Voicemail  | Beehive Platform   |
| Management Pack for Oracle Data Integrator   | Data Integrator Enterprise Edition, Data Integrator and Application Adapter for Data Integration, or Oracle Data Integrator Enterprise Edition for Oracle Applications |
| <b>Hyperion Financial Data Quality Management Options</b> - 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   |
| <b>Hyperion Financial Data Quality Management for Hyperion Enterprise Option</b> - Hyperion Financial Data Quality Management Adapter Suite  | Hyperion Financial Data Quality Management for Hyperion Enterprise   |
| <b>Hyperion Data Integration Management Options</b> - 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 programs 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, 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 following programs: Primavera P6 Enterprise Project Portfolio Management and Primavera P6 Enterprise Project Portfolio Management Web Services, developers and/or users (i) who are not already licensed for the Primavera P6 Enterprise Project Portfolio Management program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera P6 Enterprise Project Portfolio Management Web Services program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.
- For the purposes of the following programs: Primavera Contract Management Web Services and Primavera Contract Management, developers and/or users (i) who are not already licensed for the Primavera Contract Management program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera Contract Management Web Services program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.

### **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 Employee and/or Application 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 Employees and/or Application 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 represent and warrant 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 Application 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. Application and Employee User(s) of UPK programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

#### **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 K

ADVANCED CUSTOMER SUPPORT SERVICES  
SAMPLE ORDERING DOCUMENT

Customer Name:  
Customer Address:

Oracle America, Inc.  
500 Oracle Parkway  
Redwood Shores, CA 94065

ORACLE CONTRACT INFORMATION

Agreement: US-GMA-270549  
Ordering Document Number:

This ordering document incorporates by reference the terms of the agreement specified above and all amendments and addenda thereto (the "agreement"). As used in this ordering document, "you" or "your" shall refer to the customer as defined in the agreement.

A. SERVICES

You have ordered the services listed below in the table and detailed in the attached exhibit(s), which are incorporated herein by reference.

All fees on this ordering document are in U.S. dollars.

| Services                                 | Reference | Fees*         |
|--|-----------|---------------|
| Time and Materials Services              | Exhibit 1 | \$0.00        |
| Estimated Travel and Expenses            |           | \$0.00        |
| <b>Total Fees and Estimated Expenses</b> |           | <b>\$0.00</b> |

\*Expenses are in accordance with the referenced exhibit(s).

Fees for any time and materials engagements listed above are estimated fees, as detailed in the referenced time and materials services exhibits(s).

B. ADDITIONAL TERMS

**1. Segmentation.** The purchase of (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services you may receive or have received from Oracle. You understand that you may purchase (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services independently of any other product or service. Your obligation to pay for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services is not contingent on delivery of hardware or performance of any other service.

**2. Contact Information.**

ACS Services Sales Representative:

Your Billing/Accounts Payable Contact:

|          |  |
|----------|--|
| Name:    |  |
| Address: |  |
| Phone:   |  |
| Email:   |  |

|          |  |
|----------|--|
| Name:    |  |
| Address: |  |
| Phone:   |  |
| Email:   |  |

**3. Order of Precedence.** In the event of any inconsistencies between (i) the agreement and this ordering document, this ordering document shall take precedence, (ii) this ordering document (excluding exhibits) and any attached exhibits, the exhibits shall take precedence, and (iii) the Business Associate Agreement attached hereto as Exhibit 2 shall take precedence over the agreement, the ordering document and any exhibits or other attachments.

**4. Change Control Process.** Any request for any change in services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until you and Oracle agree in writing to the proposed change in an amendment to this ordering document and/or applicable exhibit(s).

**5. Your General Obligations.** You acknowledge that your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from your officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of any services as set forth in under this ordering document. Oracle will not be responsible for any deficiency in performing services if such deficiency results from your failure to provide full cooperation. You acknowledge that Oracle's ability to perform the services depends upon your fulfillment of the following obligations:

- a. Maintain the properly configured software and hardware/operating system platform to support the services.
- b. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of services.
- c. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the services.
- d. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of services.
- e. Identify a designated contact to Oracle, with the appropriate level of authority, to set priorities, coordinate activities and resolve conflicts between your teams regarding the services hereunder.
- f. Provide, for all Oracle resources performing services at your site, a safe and healthful workspace (e.g. a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically correct work stations, etc.).
- g. Provide any notices, and obtain any consents, required for Oracle to perform services.
- h. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform services.
- i. Return all Oracle property (e.g., Oracle Advanced Support Gateway, hardware, VPNs, etc.) used for the delivery

- of services upon Oracle's request and in no event later than fourteen (14) days after the cessation of services.
- j. Provide and/or support all third-party software in connection with the provision of the services defined in the applicable exhibit(s) attached hereto.
  - k. Provide complete and accurate information to Oracle regarding hardware system(s) for, or on, which services are to be performed, including, without limitation, the serial number for the hardware system(s).
  - l. Perform back-up or archival reproductions of all software and data contained on all hardware system(s), and within any of your systems or equipment that may be affected by the services, prior to the commencement of the services.
  - m. Prior to the commencement of services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the services.
  - n. Perform additional scope specific obligations as may be defined in the applicable exhibit(s) attached hereto.
  - o. Work with Oracle to facilitate an efficient delivery of services.
  - p. As required by U.S. Department of Labor regulations (20 CFR 655.734), you will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

**6. Data Privacy.** In performing the services, Oracle will treat the data that resides on Oracle, customer or third-party systems to which Oracle is provided access to perform services in accordance with the Oracle Services Privacy Policy, which is available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html>. The Oracle Services Privacy Policy is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of protection specified in the Oracle Services Privacy Policy during the period for which fees for services have been paid.

**7. Delivery of Services.** Unless otherwise set forth in an applicable exhibit, Oracle will determine, in its sole discretion, whether services are provided by remote delivery resources or delivery resources on-site at your location. If services are provided by delivery resources on-site at your location, such services will be provided by local delivery resources (i.e., delivery resources local to your location) if available, as of the effective date of this ordering document. If local delivery resources are not available then on-site services will be provided by non-local delivery resources. For services provided by delivery resources on-site at your location, your location will be the location specified in the applicable exhibit.

If services are provided by remote delivery resources, Oracle may provide services by phone, via a customer-specific web portal (if ordered), and/or via electronic communication. For services provided by remote delivery resources, you agree that Oracle may access your systems throughout the performance of services using an Oracle defined standard virtual private network ("VPN"), multi-protocol label switching ("MPLS") connection, or Oracle Web Conference ("OWC"). If necessary to perform services under this ordering document, Oracle will provide you with a single pre-configured VPN or MPLS device. You are responsible for the installation of the VPN or the MPLS device on your internet network, in accordance with Oracle's specifications, to create a network connection between Oracle and the customer site(s) as specified in the applicable exhibit(s).

You are responsible for ensuring that your network and systems comply with specifications that Oracle provides and that all components of your Oracle software environment are accessible through the VPN, MPLS, or OWC.

Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection.

Except for those services identified in an applicable exhibit as services to be provided twenty-four (24) hours a day, seven (7) days a week ("24x7"), services are delivered during local business days and hours, excluding local public holidays, in the time zone of the location specified in the applicable exhibit. Services are not available during non-business hours unless otherwise specified in the exhibit. Services designated "24x7" may be delivered at any time of day, seven (7) days a week, including local public holidays.

**8. Relationship Between Parties.** Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. If while performing services Oracle requires access to other vendor's 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.

**9. Rights Granted.** You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for your internal business operations, anything developed by Oracle and delivered to you under this ordering document. You may allow your agents and contractors (including, without limitation, outsourcers) to use the deliverables for this purpose and you are responsible for their compliance with this ordering document in such use. For anything developed by Oracle and delivered to you under this ordering document that is specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under this ordering document. Oracle retains all ownership and intellectual property rights to anything developed or delivered under this ordering document.

**10. Business Associate Agreement.** The parties agree to the Business Associate Agreement attached hereto as Exhibit 2 and incorporated herein.

This quote is valid through \_\_\_\_\_, and shall become binding upon execution by you and acceptance by Oracle.

**Customer**

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Ordering Document Effective Date: \_\_\_\_\_ [to be completed by Oracle]

**Oracle America, Inc.**

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Exhibit 1 to ACS Ordering Document

ORACLE

ADVANCED CUSTOMER SUPPORT SERVICES  
TIME AND MATERIALS EXHIBIT

ORACLE CONTRACT INFORMATION

Customer Name: \_\_\_\_\_  
Ordering Document Number: \_\_\_\_\_  
Exhibit Number: 1

This exhibit incorporates by reference the terms of the ordering document specified above.

Upon execution of the ordering document, Oracle will make available to you the Advanced Customer Support Services specified in section A below. You must notify Oracle in writing if and when you require performance of the services.

**A. Description of Services.**

1. *{Name of Service and definition of the scope}*

**B. Your Specific Project Obligations and Project Assumptions.** *{This paragraph may not be deleted.}*

You acknowledge that your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from your officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of any services as set forth in the ordering document or this exhibit. Oracle will not be responsible for any deficiency in performing services if such deficiency results from your failure to provide full cooperation.

For services provided by resources on-site as described in section B.7 of the ordering document, Oracle will perform such services at your \_\_\_\_\_ location.

*{If the scope(s) have NO associated Specific Obligations and NO associated Specific Assumptions, then the sentence below and Subsections 1 and 2 below shall be deleted.}*

*{The following sentence shall be used if the scope(s) have BOTH associated Specific Obligations and Specific Assumptions}*

You acknowledge that Oracle's ability to perform the services depends upon your fulfillment of the following obligations and the following project assumptions:

*{The following sentence shall be used if the scope(s) ONLY have associated Specific Assumptions (NO associated Specific Obligations)}*

You acknowledge that Oracle's ability to perform the services depends upon your fulfillment of the general obligations defined in the ordering document and the following project assumptions:

*{The following sentence shall be used if the scope(s) ONLY have associated Specific Obligations (NO associated Specific Assumptions)}*

You acknowledge that Oracle's ability to perform the services depends upon your fulfillment of the general obligations defined in the ordering document and the following specific obligations below:

1. Your Service Specific Obligations. *{This subsection shall be deleted in its entirety if there are no Specific Obligations to support the services defined in A.1. (Services Ordered / Services Descriptions) above}*
  - 1.1. Your {Name of Service here} Specific Obligations.
    - a. *{Specific Obligations for those individual scope descriptions listed in section A.1. (Services Ordered / Services Descriptions) above.}*
2. Service Specific Project Assumptions. *{This subsection shall be deleted in its entirety if there are no Specific Project Assumptions to support the services A.1. (Services Ordered / Services Descriptions) above.}*
  - 2.1. {Name of Service here} Specific Project Assumptions.
    - a. *{Specific Project Assumptions for those individual scope descriptions listed in section A.1. (Services Ordered / Services Descriptions) above.}*

**C. Payments, Fees and Expenses.**

For a period of *{number of months}* months from the effective date of the ordering document, the services described above will be provided at the following rates:

The fee estimate for labor performed under this exhibit is zero dollars (\$0.00); and  
The estimate for travel and out of pocket expenses is zero dollars (\$0.00).

**D. Project Management.**

You shall designate a project manager who shall be solely responsible for (i) project management associated with this exhibit and (ii) direction of services provided to you by Oracle under this exhibit. Oracle shall provide services under this exhibit only under the direction of such project manager, who shall make all decisions in connection with anything relating to project management and direction under this exhibit.

During the provision of services under this exhibit, Oracle shall report the status of services to your project manager once a month, including a summary of labor hours performed toward the estimated fees identified in section C of this exhibit.



## Exhibit 2 to ACS Ordering Document

### ORACLE BUSINESS ASSOCIATE AGREEMENT

{may only be used in an order for Oracle Advanced Customer Support (“ACS”) Services that have been audited for HIPAA compliance}

#### ORACLE CONTRACT INFORMATION

This Business Associate Agreement (the “Business Associate Agreement” or the “Exhibit”) amends the Ordering Document, dated \_\_\_\_\_, and all amendments and addenda thereto (the “Ordering Document”) between you and Oracle America, Inc. (“Oracle”).

**Customer Name:**

**Ordering Document Number:**

**Exhibit Number:** 2

This exhibit incorporates by reference the terms of the Ordering Document specified above.

**WHEREAS** you represent that the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 and all implementing regulations of the U.S. Department of Health & Human Services (collectively “HIPAA”), govern your use of Protected Health Information (“PHI”) and Electronic Protected Health Information (“ePHI”) (as defined by 45 C.F.R. § 160.103) with respect to the services detailed in the Ordering Document referenced above to which this is attached; and

**WHEREAS** Oracle recognizes your obligations under HIPAA require service providers that create, receive, maintain or transmit PHI/ePHI to agree to certain contractual terms and conditions designed to maintain the privacy and security of such PHI/ePHI;

**THEREFORE**, the parties agree to the following:

- I. In the event that the Ordering Document requires Oracle to access, receive, maintain or transmit your PHI/ePHI, Oracle will take the following measures designed to protect the privacy and security of such PHI/ePHI, unless otherwise required by law:
  - A. Not use or further disclose such PHI/ePHI other than as permitted or required by the Ordering Document and this Exhibit.
  - B. Use appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of such PHI/ePHI and comply, where applicable to Oracle in its performance of the services, with 45 C.F.R. § 164 Subpart C, to prevent the use or disclosure of such PHI/ePHI other than as provided under the Ordering Document; additional information concerning such measures may be specified in this Exhibit.
  - C. Report to you any use or disclosure of such PHI/ePHI in violation of the terms of the Exhibit of which Oracle becomes aware, including Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 (as those terms are defined by 45 C.F.R. § 164.402) and Security Incidents (as defined by 45 CFR 164.304). Such report shall include the identification of each individual, to the extent known by Oracle, whose unsecured protected health information has been, or is reasonably believed by Oracle to have been, accessed, acquired or disclosed during such breach. To the extent known, Oracle shall also provide you with: a brief

description of what happened, including the date of the breach and the date of the discovery of the breach; a description of the types of unsecured PHI/ePHI that were involved in the breach; and a brief description of what Oracle is doing to investigate the breach, remediate its cause, and protect against any further breaches of the same or similar nature.

- D. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), ensure that any subcontractors that access, receive, maintain, or transmit such PHI/ePHI on Oracle's behalf in its provision of services under the Ordering Document agree in all material respects to the same restrictions and conditions that apply to Oracle with respect to such PHI/ePHI under this Exhibit.
- E. Make available to you any requests received by Oracle from individuals to inspect or obtain a copy of their PHI/ePHI in accordance with 45 C.F.R. § 164.524.
- F. Make available to you any requests received by Oracle from individuals to have their PHI/ePHI amended in accordance with 45 C.F.R. § 164.526.
- G. Make available to you any requests received by Oracle from individuals for an accounting of disclosures of PHI/ePHI in accordance with 45 C.F.R. § 164.528.
- H. Make its internal practices, books and records relating to the use and disclosure of such PHI/ePHI available to the Secretary of the United States Department of Health and Human Services or his or her designee for purposes of determining your compliance with 45 C.F.R. § 164 Subpart E .
- I. At the end of the services under the Ordering Document or upon termination thereof in accordance with its terms, if feasible and at your request, Oracle shall return or destroy any such PHI/ePHI then in its possession in any form, and retain no copies of such PHI/ePHI. If such return or destruction is not feasible, Oracle will extend the protections specified in the ordering document to such PHI/ePHI and limit further uses and disclosures to those purposes that make its return or destruction of such PHI/ePHI infeasible.

## II. Additional Terms

- A. You may terminate the applicable Ordering Document if Oracle is in material breach of the obligations stated in this Business Associate Agreement and fails to correct the breach within 30 days of written specification of the breach.
- B. If Oracle knows of a pattern of activity or practice of a subcontractor that constitutes a material breach of the subcontractor's obligation of the contract executed with Oracle in accordance with Section I.D above, Oracle will promptly require the subcontractor to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract, if feasible.
- C. The terms and conditions of this Business Associate Agreement shall survive termination of the Ordering Document.
- D. When using or disclosing such PHI/ePHI or when requesting such PHI/ePHI from you, the parties shall make reasonable efforts to limit PHI/ePHI to the minimum necessary to accomplish the intended purposes of the use, disclosure or request.

Subject to the modifications herein, the Ordering Document shall remain in full force and effect.

The effective date of this Business Associate Agreement is \_\_\_\_\_, 201\_\_\_. {to be completed by Oracle}.

*(insert Customer name)*

**Oracle America, Inc.**

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_

# EXHIBIT B

CONTRACT  
BY AND BETWEEN  
THE CITY OF LOS ANGELES  
AND  
ORACLE AMERICA, INC.  
FOR  
SOFTWARE LICENSE MASTER AGREEMENT

THIS CONTRACT (the "Contract," Oracle reference number US-GMA-362233) is made and entered into this November 1, 2014 by and between the **CITY OF LOS ANGELES** (hereinafter referred to as "City") and **ORACLE AMERICA, INC.** (hereinafter referred to as "Oracle" or "Contractor").

## RECITALS

That for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

WHEREAS, City desires to purchase products and services; and,

WHEREAS, the County of Los Angeles (hereinafter referred to as "LA County") entered into the Software License Master Agreement (hereinafter referred to as "LA County Contract," LA County reference number: MA-IS-1540029-1, Oracle reference number: US-GMA-270549) with Contractor for software licenses and related products and services; and,

WHEREAS, City has reviewed the LA County Contract and has determined that it is in its best financial interest to join the LA County Contract to procure products and services from Contractor; and,

NOW, THEREFORE, City agrees, subject to the following terms and conditions, as follows:

### **Section 1.0**    Term of Contract.

1.1    The term of this Contract shall commence on Nov. 1, 2014 and terminate five (5) years thereafter, or upon the termination of LA County Contract, whichever occurs first. Upon mutual agreement thereafter, and coterminous with the term of the LA County Contract, the parties may extend the term by five (5) additional one-year terms. Either party hereto may terminate this Contract upon giving the other party a thirty (30) day advance written notice or as provided elsewhere in the Contract.

### **Section 2.0**    Prevailing Terms and Conditions.

2.1    All orders placed under this Contract are subject to the terms and conditions of the LA County Contract, in addition to those stated on **Attachment A (EXHIBIT CONTAINING GENERAL TERMS AND CONDITIONS FOR CITY OF LOS ANGELES PURCHASING AGENT CONTRACTS)** attached hereto and the terms stated in the applicable Oracle ordering document. Orders for products and services must be evidenced by an Oracle ordering document signed by both parties. In the event of an inconsistency

between the provision of this Contract and the LA County Contract, the provisions of this Contract shall take precedence. The terms and conditions in the Oracle ordering document shall prevail over the LA County Contract and this Contract.

2.2 This Contract is available to all City of Los Angeles public entities (collectively referred to as "City entities"), including all agencies or instrumentalities of such City entities (each being an "Authorized User"). By signing an Oracle ordering document under this Contract, the applicable Authorized User shall be bound by the terms and conditions of such Oracle ordering document, this Contract, and the LA County Contract.

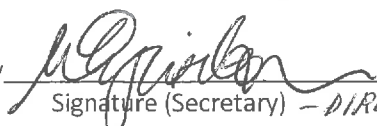
2.3 The Authorized Users as defined in section 2.2 immediately above shall include but not be limited to the following entities:

- a. Los Angeles Department of Water and Power
- b. Los Angeles World Airports
- c. Port of Los Angeles

The effective date of this Contract shall be NOV. 1, 2014.

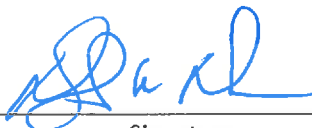
IN WITNESS WHEREOF, City has caused this Contract to be executed on its behalf and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

CITY OF LOS ANGELES

By   
Signature (Secretary) - DIRECTOR  
MELISSA YUZILOV  
Print Name

[SEAL]

ORACLE AMERICA, INC.

By   
Signature  
Douglas W. Doran  
Print Name  
Director, Public Sector License Contracts  
Print Title

CITY OF LOS ANGELES  
Department of General Services – Supply Services Division

**ATTACHMENT A**

**EXHIBIT CONTAINING GENERAL TERMS AND CONDITIONS FOR  
CITY OF LOS ANGELES PURCHASING AGENT CONTRACTS**

CITY OF LOS ANGELES  
Department of General Services – Supply Services Division  
**GENERAL TERMS AND CONDITIONS (GTC) FOR  
CITY OF LOS ANGELES PURCHASING AGENT CONTRACTS**

**GTC-1. Integrated Contract:**

The general terms and conditions of this Exhibit (collectively called "this contract" supplement the terms and conditions of the LA County Master Agreement US-GMA-270549, as amended ("Agreement"). The phrases "this contract" and "the contract" as used herein means only these supplemental terms of the Agreement.

**GTC-2. Applicable Law, Interpretation and Enforcement:**

**(Deleted as not applicable: See LA County Contract Sections 35, 49)**

**GTC-3. Prevailing Wage Ordinance:**

In accordance with City of Los Angeles Administrative Code Section 10.7 *et seq.*, the supplier agrees to comply with applicable sections of the California State Labor Code pertaining to labor and the prevailing wage rates. Where labor is required for public work as a part of this contract, the supplier shall pay no less than the Prevailing Wage as determined by the California Department of Industrial Relations.

Bidders may contact the Department of Public Works, Office of Contract Compliance for current prevailing wage information at (213) 847-2629.

Payroll documentation and other related information pertaining to workers and wages shall be submitted upon request to the Office of Contract Compliance, in accordance with Section 1776 of the California State Labor Code. Failure to comply may result in wage restitution and/or State penalties in accordance with the State Labor Code.

**GTC-4. Equal Benefits Ordinance:**

Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). All Bidders shall complete and upload the Equal Benefits Ordinance Affidavit (2 pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) prior to award of a City contract valued at \$5,000 or more. The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve months from the date it is first uploaded to the City's BAVN. Bidders do not need to submit supporting documentation with their bids. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

**GTC-5. Nondiscrimination, Equal Employment Practices and Affirmative Action Program:  
(Deleted as not applicable: See LA County Contract Sections 50, 51)**

**GTC-6. Child Support Assignment Orders Ordinance:**

**(Deleted as not applicable: See LA County Contract Section 64)**

**GTC-7. Small Local Business Ordinance:**

**(Deleted as not applicable)**

**GTC-8. Environmentally Preferable Products Purchasing Program:**

In accordance with City of Los Angeles Administrative Code Section 10.32 *et seq.*, it is the policy of the City to specify and purchase Environmentally Preferable Products and services where criteria have been established by governmental or other widely recognized and respected third-party authorities (e.g., Energy Star, Green Seal, EPA Recycled Materials Advisory Notice (RMAN) Purchasing Guidelines, Federal Electronic Product

Environment Assessment Tool (EPEAT) program guidelines for electronics, State Agency Buy Recycled Campaign (SABRC)).

Suppliers and Contractors are encouraged to offer environmentally preferable products and services at competitive prices, and to consider environmental impacts of service delivery by using environmentally preferable products and delivery methods whenever possible.

Suppliers shall endeavor to certify in writing the minimum, if not the exact percentage of Recycled Material, both Post-Consumer Recycled Content and Secondary Waste, and other environmental attributes in products to be provided in the performance of any awarded contract. The supplier shall endeavor to provide such certification even in instances in which the product contains no Recycled Material or other environmental attributes. Failure to provide such certification shall result in the product being deemed to contain no Recycled Material or Environmentally Preferable attributes.

**GTC-9. Living Wage Ordinances:**

Unless otherwise exempt in accordance with the provisions of the Ordinance, this contract is subject to the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles City Administrative Code, as amended from time to time. The Ordinance requires that all employers under contracts primarily for furnishing services to or for the City that involve an expenditure in excess of \$25,000 and a contract term of at least three months shall provide the following: payment of a minimum initial wage rate to employees as defined in the LWO, and as may be adjusted each July 1 and provision of benefits as defined in the LWO.

Unless pre-empted by the California State Labor Code pertaining to Prevailing Wage in Item GTC-3 above, any supplier who enters into a service contract of \$25,000 or more with the City agrees to comply with applicable sections of the Los Angeles City Administrative Code pertaining to the Living Wage. Contact the Bureau of Contract Administration, Office of Contract Compliance for living wage rules and regulations at (213) 847-2625.

**GTC-10. Contractor Responsibility Ordinance:  
(Deleted as not applicable: See LA County Contract Section 56)**

**GTC-11. Slavery Disclosure Ordinance:**

Supplier certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance (effective 15, 2003), Section 10.41 of the Los Angeles Administrative Code.

**GTC-12. Sweat-Free Procurement Ordinance:**

This Agreement is subject to the Sweat-free Procurement Ordinance, Section 10.43, et seq. of the Los Angeles Administrative Code, as amended from time to time, unless otherwise exempt in accordance with its provisions. The Ordinance requires the Contractor to sign under oath and comply with the City's Contractor Code of Conduct, thereby promising the following to the extent required to fulfill its express obligations under the contract:

1. Contractor shall comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes, and laws and ordinances relating to workplace discrimination.
2. Contractor shall comply with all human and labor rights and labor obligations that are imposed by treaty or law on the country in which the equipment, supplies, goods or materials are made or assembled, including but not limited to abusive forms of child labor, slave labor, convict or forced labor, or sweatshop labor.
3. Contractor shall take good faith measures to ensure, to the best of Contractor's knowledge, that Contractor's subcontractors also comply with the City's Contractor Code of Conduct.
4. Contractor shall pay a procurement living wage to employees working on contracts for garments, uniforms, foot apparel, and related accessories, meaning for domestic manufacturers a base hourly wage adjusted annually to the amount required to produce, for 2,090 hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services most

recent poverty guideline for a family of three plus an additional 20 percent of the wage level paid either as hourly wages or health benefits. For manufacturing operations in countries other than the United States, a procurement living wage shall be comparable to the wage for domestic manufacturers as defined above, adjusted to reflect the country's level of economic development by using the World Bank's Gross National Income Per Capita Purchasing Power Index.

**GTC-13. First Source Hiring Ordinance:**

(Deleted as not applicable: See LA County Contract Section 54)

**GTC-14. Local Business Preference for Procurements in Excess of \$150,000**

(Deleted as not applicable)

**GTC-15. Contract Purchase Orders:**

Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

**GTC-16. Most Favorable Government Prices:**

(Deleted as not applicable)

**GTC-17. Price Reductions:**

(Deleted as not applicable)

**GTC-18. Retention of Records, Audits and Reports:**

(Deleted as not applicable: See LA County Contract Section 46)

**GTC-19. Contract Termination:**

(Deleted as not applicable: See LA County Contract Sections 27, 28)

**GTC-20. Termination for Non-appropriation:**

(Deleted as not applicable: See LA County Contract Section 45)

**GTC-21. Assignment:**

(Deleted as not applicable: See LA County Contract Section 22)

**GTC-22. Restocking Fee:**

(Deleted as not applicable)

**GTC-23. Care and Custody:**

(Deleted as not applicable)

**GTC-24. Default by Supplier:**

(Deleted as not applicable)

**GTC-25. Breach and Waiver of Breach:**

(Deleted as not applicable: See LA County Contract Sections 27, 31)

**GTC-26. Claims for Labor and Materials:**

The supplier shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this contract so as to prevent any lien or other claim under any provision of law from arising against any City property, against the supplier's rights to payments hereunder, or against the City, and shall pay all amounts due

under the Unemployment Insurance Act with respect to such labor.

**GTC-27. Americans with Disabilities Act:**

The supplier hereby certifies that its workplace will comply with the Americans with Disabilities Act (ADA), 42, U.S.C. Section 12101 et seq., and the implementing regulations. The supplier will provide reasonable workplace accommodations to allow qualified individuals with disabilities to have physical access to, and to participate in, its employee workplace programs, services and activities in accordance with the applicable provisions of ADA. The supplier's employment policies and practices will not be designed to discriminate against persons with disabilities nor against persons due to their relationship to or association with a person of disability. Any subcontract entered into by the supplier, relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**GTC-28. City Tax Registration Certificate:**

The supplier shall obtain and maintain a Tax Registration Certificate (TRC) and all such certificates required of it and shall not allow any such certificates to be revoked or suspended while any contract is in effect. Contact the Office of Finance, Tax and Permit Division at 213-473-5901 for compliance requirements and general information.

**GTC-29. Force Majeure:**

(Deleted as not applicable: See LA County Contract Section 26)

**GTC-30. Patent Rights:**

(Deleted as not applicable: See LA County Contract Section 15.2)

**GTC-31. Indemnification:**

(Deleted as not applicable: See LA County Contract Section 15.1)

**GTC-32 Intellectual Properties:**

(Deleted as not applicable: See LA County Contract Sections 5.2.3, 6.1, 15.2)

**END OF GENERAL TERMS AND CONDITIONS FOR  
CITY OF LOS ANGELES PURCHASING AGENT CONTRACTS**

## EXHIBIT C

### BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

The City of Los Angeles Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal Code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to [www.lacity.org/finance](http://www.lacity.org/finance) to download the business tax registration application.

#### MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101

(213) 473-5901



**CITY OF LOS ANGELES**

OFFICE OF FINANCE  
P.O. BOX 53200  
LOS ANGELES CA 90053-0200

15 100-002698 1202 1

ORACLE AMERICA INC  
PO BOX 5200  
BELMONT CA 94002-5200

15760 VENTURA BOULEVARD #14THFL  
ENCINO, CA 91436-3000

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS


| CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE      |            |                              |                   |        |
|---|------------|------------------------------|-------------------|--------|
| THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED |            |                              |                   |        |
| BUSINESS TAX  |            |                              |                   |        |
|   |            |                              | ISSUED: 2/19/2012 |        |
| ACCOUNT NO.   | FUND/CLASS | DESCRIPTION                  | STARTED           | STATUS |
| 0000543503-0001-8                                     | L046       | Prop/Coll/Sport/Vend/Freight | 01/01/1998        | Active |

ORACLE AMERICA INC

15760 VENTURA BOULEVARD #14THFL  
ENCINO, CA 91436-3000

POST OFFICE BOX #5200  
BELMONT, CA 94002-5200



ISSUED BY:

*Antoinette D. Christman*

DIRECTOR OF FINANCE

## **EXHIBIT D - AFFIRMATIVE ACTION PROGRAM PROVISIONS**

### **Sec. 10.8.4 Affirmative Action Program Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. 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 their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the

Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

## EXHIBIT E

### Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

#### (c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) **Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.



City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 129  
(213) 978-1960

# Prohibited Contributors (Bidders) CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

Original filing  Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

|  |                            |
|--|----------------------------|
| <b>Bid/Contract/BAVN Number</b> (or other identifying information if no number): | <b>Date Bid Submitted:</b> |
|--|----------------------------|

**Description of Contract:**  
Oracle Software Licenses, Software Support and Training.

**Awarding Authority (Department):**  
Port of Los Angeles

**BIDDER**

Name: Oracle America, Inc.

Address: 500 Oracle Parkway, Redwood City, CA 94065

Email (optional): \_\_\_\_\_ Phone: 1 (650) 506-7000

State Contractor ID: Not Applicable

*State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".*

**PRINCIPALS**

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Larry Ellison Title: Executive Chairman & Chief Technology Officer  
Address: 500 Oracle Parkway, Redwood City, CA 94065

Name: Safra Catz Title: Chief Executive Officer  
Address: 500 Oracle Parkway, Redwood City, CA 94065

Name: Mark Hurd Title: Chief Executive Officer  
Address: 500 Oracle Parkway, Redwood City, CA 94065

Name: Aaron Hinde Title: Senior Sales Consultant- S&L West  
Address: Remote Worker

1 additional sheets are attached.  Bidder is an individual and no other principals exist.



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 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mall Stop 129  
 (213) 978-1960

# Prohibited Contributors (Bidders)

## CEC Form 55

### SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



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 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

# Prohibited Contributors (Bidders) CEC Form 55

## PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

## CERTIFICATION

*I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.*

Date: 7/27/15

Signature: 

Name: Mark C. Johnson

Title: Senior Vice President, Public Sector Software

*Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.*

## PRINCIPALS

| <b>Principals</b>  | <b>Title</b>   | <b>Address</b>   |
|--------------------|--|--|
| Ambrocia Henry     | North America Deal Strategy Team   | 306 Sentinel Drive, 4 <sup>th</sup> Floor, Annapolis Junction, MD 20701  |
| Anjali Korde       | Principal Sales Consultant   | 200 North Sepulveda Blvd, El Segundo, CA 90245                           |
| Beena Patel        | Principal Sales Consultant   | 17901 Von Karman Avenue, Irvine, CA 92614                                |
| Daniel Liu         | Principal Sales Consultant   | 17901 Von Karman Avenue, Irvine, CA 92614                                |
| David Simpson      | Regional Manager   | 17901 Von Karman Avenue, Irvine, CA 92614                                |
| Dee Revere         | Assistant General Counsel  | 1910 Oracle Way, Reston, VA 20190  |
| Elizabeth Huang    | Senior Contracts Manager-Public Sector Deal Managment                    | 1910 Oracle Way, Reston, VA 20190  |
| Eric Gill          | Senior Sales Consultant  | 500 Northpark 1100 Abernathy Road, Atlanta, GA 30328                     |
| Jeffrey Kohn       | Master Principal Sales Consultant-S&L West                               | 7604 Technology Way, Denver, CO 80237                                    |
| Leslie Summerill   | Sr.Sales Representative, Public Sector Technology, OracleDirect          | 1400 W.Stanford Ranch Road, Rocklin, CA 95765                            |
| Michael Smith      | Technology Sales Representative  | Eastgate Technology Park V, 9515 Towne Centre Drive, San Diego, CA 92121 |
| Michael Youngwirth | Regional Vice President  | Remote Worker  |
| Mike Koenig        | Principal Sales Consultant   | 7460 Warren Parkway, Suite 300, Frisco, TX 75034                         |
| Noel Francisco     | Deal Manager, Government Sector Contract Administration-NA State & Local | 4220 Network Circle, Santa Clara, CA 95054                               |
| Pamela Snyder      | Regional Vice President  | 5815 Owens Drive, Pleasanton, CA 94588                                   |
| Paul Snyder        | Applications Sales Manager   | 17901 Von Karman Avenue, Irvine, CA 92614                                |
| Reymund Dumlao     | Technology Sales Representative  | 17901 Von Karman Avenue, Irvine, CA 92614                                |
| Tony Rapaglia      | Application Sales Representative   | Eastgate Technology Park V, 9515 Towne Centre Drive, San Diego, CA 92121 |

# IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits proposers engaged in investment activities in Iran from submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A proposer who "engages in investment activities in Iran" is defined as either:

- A proposer providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
- A proposer that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The proposer shall certify that at the time of submitting a proposal for a new contract or for the renewal of an existing contract, he or she is **not** identified on the DGS list of ineligible businesses or persons and that the proposer is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the proposer shall complete and sign ONE of the options shown below.

## OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the proposer or financial institution identified below, and that the proposer or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Name of Proposer/Financial Institution (Printed): Oracle America, Inc.

Signed by: [Signature] (Authorized Signature)

Mark C. Johnson (Printed Name)

Senior Vice President, Public Sector Software (Title of Person Signing)

## OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a proposer or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a proposal for, or enter into, or renew, a contract for services. If the proposer or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the proposer or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Name of Proposer/Financial Institution (Printed): \_\_\_\_\_

Signed by: \_\_\_\_\_ (Authorized Signature)

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Title of Person Signing)