STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
CONTRACT RENEWAL

CONTRACT NO.: C700313001
AMENDMENT NO.: 013
TITLE: ORACLE MIDRANGE LICENSES
ISSUE DATE: 5/16/05

REQUISITION: NA
BUYER: JULIE BRANIGAN
PHONE NO.: (573) 751-4148
E-MAIL: Julie.Branigan@oa.mo.gov

TO: ORACLE USA, Inc.
1910 ORACLE WAY
RESTON, VA 20190-4735
(301) 657-7860

RETURN AMENDMENT NO LATER THAN: 6/2/05 AT 5:00 PM

RETURN AMENDMENT TO: DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
301 WEST HIGH STREET, ROOM 630
PO BOX 809
JEFFERSON CITY MO 65102-0809

OR FAX TO: (573) 526-9818 ***(either mail or fax, not both)***

DELIVER SUPPLIES/SERVICES PER DELIVERY TERMS SPECIFIED ON AN ORACLE ORDERING DOCUMENT SIGNED BY BOTH PARTIES TO THE FOLLOWING ADDRESS:

VARIOUS AGENCY LOCATIONS
STATEWIDE

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL ORACLE USA, INC.		
MAILING ADDRESS 1910 ORACLE WAY		
CITY, STATE, ZIP CODE RESTON, VA 20190		
CONTACT PERSON KATHY KLASS		EMAIL ADDRESS KATHY.KLASS@ORACLE.COM
PHONE NUMBER 703-364-2331		FAX NUMBER 703-318-6344
TAXPAYER ID NUMBER (TIN) 84-133-2677	TAXPAYER ID (TIN) TYPE (CHECK ONE) X FEIN ___ SSN	VENDOR NUMBER 4114269730 E
VENDOR TYPE (CHECK ONE) X Corporation ___ Individual ___ State/Local Government ____ Partnership ___ Sole Proprietor ___ Other		
AUTHORIZED SIGNATURE Josh Akers		DATE 7/6/2005
PRINTED NAME JOSHUA AKERS		TITLE ORACLE CONTRACTS MANAGER

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:		
CONTRACT NO.		CONTRACT PERIOD
BUYER	DATE	DIRECTOR

AMENDMENT #013 TO CONTRACT C700313001

TITLE: ORACLE MIDRANGE LICENSES

CONTRACT PERIOD: JULY 1, 2005 THROUGH JUNE 30, 2006

The State of Missouri hereby exercises its option to renew the above-referenced contract.

During the above referenced contract period, state agencies may acquire licenses as listed on the contractor's US Price List (USPL) dated June 1, 2005 subject to the discount percentages as described below. The USPL shall provide firm fixed prices for the above contract period. The contractor must submit the USPL with this renewal amendment.

Discount Schedule:

Transaction Band (List License + List Support)	E-Business License and Technical Support Discounts
$0 - $100,000	25%
$100,001 - $250,000	30%
$250,001 - $375,000	35%
$375,001 +	40%

Until June 30, 2006, for licenses that were purchased prior to January 1, 2000 (non e-business licenses) and that have not been migrated to the e-business licensing model, the renewal price for annual technical support for such licenses shall be the technical support price for the previous year plus 4% of that price.

All other terms, conditions and provisions of the contract shall remain the same and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated on page 1.

Amendment Nine
to the
State of Missouri Contract No. C700313001
between
the
State of Missouri
and
Oracle USA, Inc.

This Amendment Nine, (hereinafter the "Amendment") to the State of Missouri Contract No. C700313001 effective November 01, 1996 and all amendments thereto (the "agreement') between the State of Missouri ("you and your") and Oracle USA, Inc. ("Oracle") shall serve to amend the agreement as described herein below. Should there be any inconsistencies between this Amendment and the agreement, this Amendment shall take precedence.

1. Term. The term of the agreement shall be extended until June 30, 2006.

2. Agreement Pricing and Discounting Terms. The pricing and discounting terms set forth in this Amendment are hereby added to the agreement and supersede any and all prior pricing and discounting terms for program licenses and technical support services in the agreement, including, but not limited to exhibits, discount percentages and pricing terms in preceding amendments or other addenda thereto. All prior Price List(s) are hereby deleted and made null and void.

3. Pricing and Discounting Terms for New Program Licenses and First Year Technical Support.

   Price List. For purposes of this Amendment, "Price List" is defined as Oracle's E-Business Global Price List, dated June 1, 2005, and is hereby incorporated into and attached hereto as **Attachment 1**.

   Until June 30, 2006, you may acquire licenses for the programs listed on the Price List provided such programs are available in production release when ordered, and provided you have continuously maintained technical support for your existing licenses, by paying Oracle the fees specified for such licenses on the Price List less the discount determined by the Discount Schedule set forth below. You may also acquire first year Update Support and first year Product Support for such programs by paying Oracle the fees specified for such services on the Price List less the discount determined by the Discount Schedule set forth below.

4. Discount Schedule. Until June 30, 2006, the following Discount Schedule shall apply to fees listed on the Price List for program licenses, first year Update Support and first year Product Support for such licenses acquired pursuant to the terms of this Price List Update (the Transaction Band amount shall be determined per order; each order placed pursuant to this schedule shall be considered a separate transaction):

E-Business License and Support Transaction Band

List License + List Support	E-Business Discounts
$0 - $100,000	25%
$100,001 - $250,000	30%
$250,001 - $375,000	35%
$375,001 +	40%

5. License Definitions and Rules. For purposes of this Amendment, Oracle's License Definitions and Rules, V061705 is hereby incorporated into and attached hereto as **Attachment 2** and shall apply to all orders for licensing under the Price List defined above. When the Price List (as defined above) is updated or replaced in the agreement, the License Definitions and Rules shall also be updated in the agreement.

6. Learning Credits. The definition of "Learning Credits" is deleted from Oracle's License Definitions and Rules, V061705 in its entirety.

7. The following Attachments are incorporated into the Agreement:

   Attachment 1 - Oracle's E-Business Global Price List, dated June 1, 2005
   Attachment 2 - Oracle's License Definitions and Rules, V061705

Other than the amended terms set forth above, the terms and conditions of the agreement shall remain unchanged and in full force and effect.

The Effective Date of this Amendment is July 1, 2005.

Executed By State of Missouri:	Executed by Oracle USA, Inc.:
Signature: _____	Signature: John Akers
Name: _____	Name: Joshua Akers
Title: _____	Title: Oracle Contracts Manager
Date: _____	Date: 7/8/2005

E-Business Global Price List

June 1, 2005

Prices in USA (Dollar)

	Oracle Database			
	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Database Products				
Oracle Database				
Standard Edition One [10]	149	32.78	4,995	1,098.90
Standard Edition [5]	300	66.00	15,000	3,300.00
Enterprise Edition [8]	800	176.00	40,000	8,800.00
Personal Edition [9]	400	88.00	-	-
Lite	100	22.00	-	-
Enterprise Edition Options: [2]				
Real Application Clusters	400	88.00	20,000	4,400.00
Partitioning	200	44.00	10,000	2,200.00
OLAP	400	88.00	20,000	4,400.00
Data Mining	400	88.00	20,000	4,400.00
Spatial	200	44.00	10,000	2,200.00
Advanced Security	200	44.00	10,000	2,200.00
Label Security	200	44.00	10,000	2,200.00
Enterprise Managers: [2]				
Diagnostics Pack	60	13.20	3,000	660.00
Tuning Pack	60	13.20	3,000	660.00
Change Management Pack	60	13.20	3,000	660.00
Configuration Management Pack	60	13.20	3,000	660.00
Internet Application Server [1]				
TopLink and Application Development Framework [22]	100	22.00	5,000	1,100.00
Java Edition [22]	100	22.00	5,000	1,100.00
Standard Edition One [16] (Priced in Advance of Availability)	149	32.78	4,995	1,098.90
Standard Edition	200	44.00	10,000	2,200.00
Enterprise Edition	600	132.00	30,000	6,600.00
BPEL Process Manager	800	176.00	40,000	8,800.00
Portal	200	44.00	10,000	2,200.00
Identity Management	300	66.00	15,000	3,300.00
Integration	400	88.00	20,000	4,400.00
Business Intelligence	400	88.00	20,000	4,400.00
Forms and Reports	400	88.00	20,000	4,400.00
Web Services Manager [1]	300	66.00	15,000	3,300.00
XML Publisher [23]	-	-	40,000	8,800.00
Internet Application Server Standard Edition Options: [12]				
Identity Management Option	100	22.00	5,000	1,100.00
Web Services Manager [1,12]	200	44.00	10,000	2,200.00
Internet Application Server Enterprise Edition Options: [15]				
BPEL Process Manager Option	200	44.00	10,000	2,200.00
Web Services Manager [1,15]	200	44.00	10,000	2,200.00
Business Activity Monitoring [15] (priced in advance of availability)	400	88.00	20,000	4,400.00
XML Publisher [23]	-	-	30,000	6,600.00
Internet Application Server Java Edition Options:				
Web Services Manager [1,20]	200	44.00	10,000	2,200.00
Internet Application Server Standard Editon One Options:				
Web Services Manager [1, 21] (priced in advance of availability)	200	44.00	10,000	2,200.00
Internet Application Server Managers: [11]				
Diagnostics Pack	60	13.20	3,000	660.00
Configuration Management Pack	60	13.20	3,000	660.00
Tools				
Internet Developer Suite	5,000	1,100.00	-	-
Discoverer Desktop Edition	1,000	220.00	-	-
JDeveloper	995	218.90	-	-
Programmer	1,000	220.00	-	-

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License.

For term licenses, the support fee calculation is 22% of the perpetual license fee.

Oracle Database

	License Price	Software Update License & Support	Licensing Metric	Minimum
COREid Access and Identity	15	3.30	Employee User	2,000
	3.00	0.6600	Non Employee User - External	10,000
COREid Provisioning [17]	25	5.50	Employee User	2,000
	25	5.50	Non Employee User - External	2,000
Provisioning Connector (priced in advance of availability)	40,000	8,800.00	Connector	1
COREid Federation	40,000	8,800.00	Federated Link	2

		Collaboration Program User License	Software Update License & Support	Processor License	Software Update License & Support
Collaboration					
Collaboration Suite [6]	Perpetual License	60	15.00	-	-
	1 Year Subscription License	15	15.00	-	-
Files [6]	Perpetual License	45	11.25	-	-
	1 Year Subscription License	11	11.25	-	-
Email [6]	Perpetual License	45	11.25	-	-
	1 Year Subscription License	11	11.25	-	-
Web Conferencing [6]	Perpetual License	45	11.25	-	-
	1 Year Subscription License	11	11.25	-	-

	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Data Warehousing Products				
Express Server	800	176.00	40,000	8,800.00
Express Analyzer	800	176.00	-	-
Express Objects	5,000	1,100.00	-	-

	Named User Plus	Software Update License & Support	Computer License	Software Update License & Support
Integration Products				
Open System Gateways	-	-	15,000	3,300.00
Mainframe Integration Gateways	-	-	95,000	20,900.00
Enterprise Integration Gateways	-	-	35,000	7,700.00
Transparent Gateway for iWay	-	-	120,000	26,400.00
Each Additional iWay Driver	-	-	60,000	13,200.00

	Processor License	Software Update License & Support		
Application Adapters [3]	15,000	3,300.00	-	-
Oracle Applications Adapter	15,000	3,300.00		
Mainframe and TP-Monitor Adapters [4]	30,000	6,600.00	-	-
RosettaNet Adapter	30,000	6,600.00	-	-
EDI Adapter	30,000	6,600.00	-	-
Healthcare Adapter	30,000	6,600.00		
ebXML Adapter	10,000	2,200.00		

	License Price	Software Update License & Support	Licensing Metric	Minimum
Other				
Customer Data Management				
Customer Data Hub [14]	100,000	22,000.00	Processor	1
Health Care				
Healthcare Transaction Base [13, 14]	1,000	220.00	Named User Plus	50
	100,000	22,000.00	Processor	1

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For term licenses, the support fee calculation is 22% of the perpetual license fee.

For Collaboration Suite term licenses, the support fee calculation is 25% of the perpetual license fee.

Oracle Technology Footnotes

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

[2] Enterprise Edition Options & Enterprise Managers must match the number of licenses of the associated Oracle Database Enterprise Edition. In addition, a minimum of 25 Named User Plus licenses per Processor must be met. Associated Database is defined as the database(s) which is (are) being managed by the option.

[3] Application Adapters are available for: PeopleSoft, SAP, Siebel & JD Edwards.

[4] Mainframe and TP-Monitor Adapters are available for: CICS, IMS/DB, IMS/TM, VSAM, and Tuxedo.

[5] Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 processors. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses.
Additionally, it may be licensed on a single cluster of servers supporting up to a maximum of four processors per cluster (2 2-way nodes, 4 1-way nodes, and 1 1-way and 1 3-way).

[6] 2, 3, 4 and 5-Year Term Licenses are not available for Collaboration products. Customers must purchase Software Updates when purchasing Product Support. On Demand for Collaboration products is optional for customers purchasing Collaboration product licenses. Customers must purchase Software Updates and Product Support when purchasing On Demand. E-Business Discount Schedule applies to License, Software Updates, and Product Support fees. On Demand Discount Schedule applies to On Demand for Collaboration products. On Demand for this product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on http://esource.oraclecorp.com for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.

[8] If licensing by Named User Plus, the minimum is 25 Named User Plus licenses per Processor.

[9] Personal Edition provides a maximum of one Named User Plus per database.

[10] Oracle Standard Edition One may only be licensed on servers that have a maximum capacity of 2 processors. If licensing by Named User Plus, the minimum is 5 Named User Plus

[11] Internet Application Server Managers must match the number of licenses of the associated Internet Application Server (Excluding TopLink and Application Development Framework, for which these Manager Packs cannot be licensed).
An associated Internet Application Server is defined as the Internet Application Server(s) which is (are) being managed by the option.

[12] Standard Edition Options must match the number of licenses of the associated Oracle Internet Application Server Standard Edition. Associated Application Server is defined as the application server(s) which is (are) being managed by the option.

[13] This product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on http://esource.oraclecorp.com for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.

[14] For the purpose of licensing Healthcare Transaction Base, only the processors on which iAS Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of processors required to license this program. For the purpose of licensing Customer Data Hub, only the processors on which Oracle Database Enterprise Edition and this program are running in production are counted for the determining the number of licenses required to license this program.

[15] Internet Application Server Enterprise Edition Options must match the number of licenses of the associated Internet Application Server. Associated Application Server is defined as the application server(s) which is (are) being managed by the option.

[16] Internet Application Server Standard Edition One may only be licensed on servers that have a maximum capacity of 2 processors. If licensing by Named User Plus, the minimum is 5 Named User Plus licenses.

[17] COREid Provisioning requires COREid Access and Identity to be licensed separately.

[20] Java Edition options must match the number of licenses of the associated Oracle Internet Application Server Java Edition. Associated Application Server is defined as the application server(s) which is (are) being managed by the option.

[21] Standard Edition One Options must match the number of licenses of the associated Oracle Internet Application Server Standard Edition One. Associated Application Server is defined as the application server(s) which is (are) being managed by the option.

[22] Application Development Framework requires a runtime license. This can be purchases via Toplink and Application Development Framework or Java Edition

[23] XML Publisher is also licensable via the per employee metric. The price is $40.00 per employee when licensed as a standalone prodcut and $30.00 per employee when licensed as an option to the Application Server Enterprise Edition.

Oracle Rdb

Rdb Products	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Rdb Server Products [1]				
Rdb Enterprise Edition	800	176.00	40,000	8,800.00
CODASYL DBMS	800	176.00	-	-
Rdb Server Options:				
TRACE [2, 3]	100	22.00	5,000	1,100.00
Rdb Development, Query and Reporting Tools				
Programmer for Rdb [4]	1,000	220.00	-	-
CDD/ Repository	5,000	1,100.00	-	-
CDD/R Runtime [5]	-	-	5,000	1,100.00

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

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

[3] TRACE may also be licensed with CODASYL DBMS.

[4] Oracle precompiliers supported via SQL*Net for Rdb for use across Oracle & Rdb Servers.

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

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License.

For term licenses, the support fee calculation is 22% of the perpetual license fee.

Oracle E-Business Suite

		License Price	Software Update License & Support	Licensing Metric	Minimum
E-Business Suite 2003 Bundle					
E-Business Suite 2003 Professional User [12]		3,995	878.90	Professional User 2003	10%[11]
E-Business Suite 2003 Professional User (external usage) [12]		995	218.90	Professional User 2003 - External	1
Component Applications					
Intelligence	**In Bundle**				
E-Business Intelligence	«	3,995	878.90	Application User	10
Balanced Scorecard		1,995	438.90	Application User	20
Financials & Sales Analyzers		2,195	482.90	Application User	5
Enterprise Planning and Budgeting [14]		2,995	658.90	Application User	10
		595	130.90	Application Read-Only User	10
Marketing and Sales	**In Bundle**				
Marketing	«	4,995	1,098.90	Marketing User	10
Trade Management		7,990	1,757.80	Marketing User	20
Option: Advanced Pricing		1,995	438.90	Marketing User	20
TeleSales	«	5,995	1,318.90	TeleSales User	10
Option: Advanced Pricing [1]		1,995	438.90	TeleSales User	10
Field Sales	«	3,995	878.90	Field Sales User	10
Sales for Handhelds (Priced in advance of Availability)		425	93.50	Field Sales User	10
Quoting		1,195	262.90	Field Sales User	10
Option: Advanced Pricing [1]		1,995	438.90	Field Sales User	10
Partner Management [14]		995	218.90	Partner Organization	100
Proposals [14]		395	86.90	Application User	25
Incentive Compensation		495	108.90	Compensated Individual	10
Order Management	**In Bundle**				
Order Management [3]	«	3,995	878.90	Order Management User	5
		0.2000	0.0400	Electronic Order Line	100,000
Option: Advanced Pricing [1]		1,995	438.90	Order Management User	10
		0.1000	0.0200	Electronic Order Line	100,000
Option: Release Management [1]		0.2000	0.0400	Electronic Order Line	100,000
Sales Contracts [14, 21]		5,995	1,318.90	Application User	5
Configurator [6]		2,995	658.90	Application User	20
Configurator [4, 6]		150,000	33,000.00	Processor	1
iStore [4]		100,000	22,000.00	Processor	2
Logistics	**In Bundle**				
Inventory Management	«	3,995	878.90	Inventory/Shipping User	5
Option: Mobile Supply Chain Applications [1, 15]		1,495	328.90	Inventory/Shipping User	5
Option: Warehouse Management [1, 15]		3,000	660.00	Inventory/Shipping User	20
Transportation Execution [14]		450	99.00	$M Cost of Goods Sold	100
Transportation Planning [14]		1,000	220.00	$M Cost of Goods Sold	100
Option: Transportation Optimization [1, 14]		250	55.00	$M Cost of Goods Sold	100
Supply Chain Planning					
Advanced Supply Chain Planning		1,500	330.00	$M Cost of Goods Sold	60
Option: Constraint Based Optimization [1]		375	82.50	$M Cost of Goods Sold	60
Inventory Optimization		750	165.00	$M Cost of Goods Sold	60
Global Order Promising		300	66.00	$M Cost of Goods Sold	60
Demand Planning		600	132.00	$M Cost of Goods Sold	60
Collaborative Planning		500	110.00	$M Cost of Goods Sold	60
Procurement	**In Bundle**				
Purchasing [2]	«	3,995	878.90	Purchasing User	5
Option: Sourcing [1]		7,995	1,758.90	Purchasing User	5
Option: Sourcing Optimization		1,000	220.00	Purchasing User	5
Option: iSupplier Portal [1]		7,995	1,758.90	Purchasing User	5
Option: Procurement Contracts [1, 14]		5,995	1,318.90	Purchasing User	5
Option: Services Procurement [1, 14]		3,995	878.90	Purchasing User	5
Option: Advanced Pricing [1]		1,995	438.90	Purchasing User	5
iProcurement		5	1.10	Purchase Line	5,000
Manufacturing	**In Bundle**				
Discrete Manufacturing [2]	«	3,995	878.90	Manufacturing User	10
Option: Mobile Supply Chain Applications [1, 16]		1,495	328.90	Manufacturing User	10
Option: Flow Manufacturing [1, 16]		2,995	658.90	Manufacturing User	10
Option: Manufacturing Scheduling [1, 16]		1,495	328.90	Manufacturing User	10
Process Manufacturing [2, 20]	«	3,995	878.90	Manufacturing User	10
Option: Mobile Supply Chain Applications [1, 18]		1,495	328.90	Manufacturing User	10
Option: Manufacturing Scheduling [1]		1,495	328.90	Manufacturing User	10

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For term licenses, the support fee calculation is 22% of the perpetual license fee.

Oracle E-Business Suite

		License Price	Software Update License & Support	Licensing Metric	Minimum
Maintenance Management					
Enterprise Asset Management		3,995	878.90	EAM User	10
Option: Self-Service Work Requests [1]		495	108.90	EAM User	10
Service	**In Bundle**				
TeleService	«	3,995	878.90	Application User	10
Service Contracts	«	5,995	1,318.90	Application User	10
Field Service		2,995	658.90	Field Technician	20
Option: Spares Management [1]		995	218.90	Field Technician	50
Option: Advanced Scheduler [1, 14]		1,495	328.90	Field Technician	50
Option: Mobile Field Service		995	218.90	Field Technician	50
Depot Repair		3,995	878.90	Application User	10
iSupport [4]		50,000	11,000.00	Processor	2
Projects	**In Bundle**				
Project Costing [2]	«	3,995	878.90	Application User	5
Option: Project Billing [17]	«	2,995	658.90	Application User	5
Project Resource Management		195	42.90	Person	50
Project Collaboration		295	64.90	Application User	50
Project Management		1,495	328.90	Application User	25
Project Portfolio Analysis [14]		5,995	1,318.90	Application User	10
Project Contracts		5,995	1,318.90	Application User	10
Real Estate Management					
Property Manager		3,995	878.90	Application User	5
Product Lifecycle Management					
Product Lifecycle Management [14]		3,995	878.90	Application User	20
Option: Product Data Synchronization for GDSN and UCCnet Services [14]		75,000	16,500.00	Partner Organization	2
CADView-3D		995	218.90	Application User	100
Financial	**In Bundle**				
Financials [2]	«	3,995	878.90	Financials User	5
Option: Activity Based Management [1, 10]		1,195	262.90	Financials User	40
Advanced Collections		1,195	262.90	Financials User	10
Internet Expenses		5	1.10	Expense Report	1,000
iReceivables		50	11.00	1K Invoice Line	20
Treasury		24,995	5,498.90	Application User	4
Internal Controls Manager [14]		30	6.60	Employee	500
Financial Consolidation Hub [14]		50	11.00	Employee	2,000
Human Resources	**In Bundle**				
Human Resources	«	50	11.00	Person	100
Self-Service Human Resources		35	7.70	Person	100
Advanced Benefits		40	8.80	Person	500
iRecruitment		50	11.00	Person	500
Payroll		60	13.20	Person	500
Time and Labor		35	7.70	Person	100
HR Intelligence		25	5.50	Person	100
Learning Management					
Learning Management (formerly Training Admin. in 11.5.9)		30	6.60	Trainee	100
Option: Online Learning [1]		30	6.60	Trainee	100
iLearning		30	6.60	Trainee	100
Customer Data Management					
Customer Data Librarian		9,995	2,198.90	Application User	20
Customer Data Hub [4]		100,000	22,000.00	Processor	1
Product Information Management					
Product Information Management Data Librarian [14]		9,995	2,198.90	Application User	20
Option: Product Data Synchronization for GDSN and UCCnet Services [14]		75,000	16,500.00	Partner Organization	2
Product Information Management Data Hub [4, 14]		100,000	22,000.00	Processor	1
Interaction Center Technology					
Advanced Inbound Telephony		995	218.90	Workstation	50
Advanced Outbound Telephony [14]		995	218.90	Workstation	50
Scripting		595	130.90	Workstation	50
Email Center		1,995	438.90	Workstation	50

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For term licenses, the support fee calculation is 22% of the perpetual license fee.

Prices in USA (Dollar)

Subscription	Licensing Metric	Frequency	Minimum
Oracle Education Subscription			
iLearning Subscription [1]	48 Hosted Named User	Yearly	$5,000.00

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

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License.

For term licenses, the support fee calculation is 22% of the perpetual license fee.

Oracle E-Business Suite

		License Price	Software Update License & Support	Licensing Metric	Minimum
Other					
Tutor for Applications [5]		495	108.90	Application User	5
Files [19]	Perpetual License	45	9.90	Collaboration Program User	1
	1 Year Subscription License	11	2.42	Collaboration Program User	1
Self-Service Tutor for Applications [5]		20	4.40	Employee	5
Applications Read-Only User		1,495	328.90	Application Read-Only User	1
(for Financials, Purchasing, Project Costing, Service Contracts, Project Contracts, Sales Contracts, Discrete Manufacturing, and Process Manufacturing)					
Exchange MarketPlace [14]		5,000	1,100.00	Annual Transaction Volume	300
Vertical Applications					
Communications/Utilities					
CRL Financial Management [8]		249,995	54,998.90	Module	1
		0.2500	0.0600	Per Subscriber Thereafter	1
Asset Tracking		5,995	1,318.90	Application User	50
Telco Provisioning [8]		249,995	54,998.90	Module	1
		1.50	0.3300	Per Subscriber Thereafter	1
Number Portability [8]		249,995	54,998.90	Module	1
		10	2.20	Ported Number/Year	1
Public Sector/University					
Student System [14]		115	25.30	FTE Student	3,000
Financial Aid [14]		30	6.60	FTE Student	3,000
Student Recruiting [14]		30	6.60	FTE Student	3,000
Personal Portfolio [14]		50	11.00	FTE Student	1,000
Grants		3,995	878.90	Application User	5
Loans [14]		3,995	878.90	Application User	10
Financial Services					
Regulatory Capital Manager [14]		70	15.40	Employee	1,000
Performance Analyzer		70	15.40	Employee	1,000
Transfer Pricing		70	15.40	Employee	1,000
Transfer Pricing Online		750	165.00	Application User	5
Budgeting and Planning		3,000	660.00	Application User	5
Risk Manager		60	13.20	Employee	1,000
Financial Data Manager		200,000	44,000.00	Computer	1
Financial Services Provisioning		0.2000	0.0400	Service Order Line	50,000
Lease Management [13, 14]		2,000	440.00	$M Managed Assets	500
Health Care					
Adverse Event Reporting System		15,000	3,300.00	Application User	5
Clinical		15,000	3,300.00	Application User	5
Option: Distributed Study Conduct [1]		3,000	660.00	Application User	5
Option: Multinational Study [1]		9,000	1,980.00	Application User	5
Remote Data Capture [9]		9	1.98	CRF Page	10,000
		10,000	2,200.00	Application User	9
Thesaurus Management System [7]		9,000	1,980.00	Application User	1
Thesaurus Management System - Read-Only [7]		1,000	220.00	Application Read-Only User	5
Clinical TrialMinder [14]		5,000	1,100.00	Application User	10
Clinical SiteMinder [14]		5,000	1,100.00	Application User	10
Healthcare Transaction Base [4, 14]		1,000	220.00	Named User Plus	50
		100,000	22,000.00	Processor	1
High Tech					
Shop Floor Management		1,995	438.90	$M Cost of Goods Sold	30
Supply Chain Trading Connector for RosettaNet [14]		50,000	11,000.00	PIP	2
Aerospace, Defense and Transportation					
Complex Maintenance, Repair & Overhaul [14]		14,995	3,298.90	Application User	10

5-Year Term License available at 70% of Perpetual License; 4-Year Term License at 60% of Perpetual License; 3-Year Term License at 50% of Perpetual License; 2-Year Term License at 35% of Perpetual License; 1-Year Term License at 20% of Perpetual License.

For term licenses, the support fee calculation is 22% of the perpetual license fee.

Oracle E-Business Suite

[1] An option must be licensed at the same level (or greater than) as its parent. Example: number of Flow Manufacturing users = number of Discrete Manufacturing users. If the parent has multiple metrics, the option must be licensed at the same level as its parent for each metric. Example: number of Advanced Pricing users = number of Order Management users AND number of Advanced Pricing Electronic Order Lines = number of Order Management Electronic Order Lines.

[2] Primary Usage: is defined as each User of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each such User is counted only once based on primary usage. You must specify how many Users you are licensing for each application. Primary Usage of one of the applications listed above provides the User with the right to use any or all of the other application programs listed above for which you are licensed. Primary Usage does not provide you with the right to use other application programs including the extensions or options to the application programs listed above.

[3] Order Management is licensed based upon the number of application users AND the number of order lines entered from any source other than those entered by licensed Order Management Users. Order Management User licenses are required for all individuals who are using Order Management. In addition, any order that is entered electronically into Order Management must be licensed using the Electronic Order Line metric. This applies to order lines originating in iStore, Quoting, EDI/XML transactions, legacy applications or any other source. (Order lines entered manually by the licensed Order Management users are covered under the Order Management User license)

[4] For the purpose of licensing this program (except Healthcare Transaction Base and Customer Data Hub), only the processors on which iAS Standard Edition and/or Enterprise Edition and this program are running are counted for the purpose of determining the number of processors required to license this program.

For the purpose of licensing Healthcare Transaction Base, only the processors on which iAS Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of processors required to license this program. For the purpose of licensing Customer Data Hub, only the processors on which Oracle Database Enterprise Edition and this program are running in production are counted for the determining the number of licenses required to license this program.

[5] The number of Applications Users for Tutor for Applications must match the number of Application Users of each Application for which the customer is using Tutor. If the application is licensed with a metric based on all the individuals in an organization, i.e., Person, Employee, then everyone in the LOB or organization must be licensed using the Self Service Tutor for Applications. If the application is licensed with any other metric, i.e., Purchase Line, Order Line, then the number of Application Users for Tutor for Applications must match the number of Application Users that the customer would have licensed for the application, had this metric been available.

[6] Configurator can be licensed by Application User OR by Processor. If licensing by Application User, then the actual users accessing Configurator must be counted. If the user population accessing Configurator is uncountable, then the Processor metric must be used.

[7] If licensed with Clinical, the total number of application users and application read-only users of Thesaurus Management System must match the number of application users of Clinical. If licensed separately, the minimum of application users for Thesaurus Management System is 1, the minimum of application read-only users is 5.

[8] Customers must pay for both the module and the subscriber/workstation fee.

[9] Separate Remote Data Capture licenses are required for remote site-based data entry. In-house entry users require Clinical licenses. Remote Data Capture is licensed by Application User when the annual CRF Page volume cannot be estimated, or if it is more cost effective.

[10] If the customer is running Activity Based Management in conjunction with a 3rd party Financials application, and not Oracle Financials, then licenses of Oracle Financials are not required.

[11] The customer is required to maintain Professional User 2003 licenses for at least 10% of the employee population.

- The official source for the total company employee population is the company's annual report for publicly held companies. For private firms, this information must verified in writing by a person who is authorized to make such a representation on the firm's behalf
- A company may not license the E-Business Suite 2003 at the division level, unless it has wholly owned subsidiaries. Lines of Business, Departments, and Organizations within a company are not eligible for the E-Business Suite 2003 pricing regardless of whether they meet the minimum licensing requirements
- If a company's employee population grows by 10% or more and the company is no longer meeting the minimum license requirements, the company will need to purchase incremental user licenses to satisfy the 10% requirement
- Once minimums are satisfied, they are not required to be met in subsequent purchases.

[12] Customers who licensed Oracle applications under the E-Business Suite pricing model can continue to purchase licenses per pages 5 and 6 of the March 7, 2003 price list. This rule applies also to customers who do not have a price hold.

[13] If Managed Assets are $10 billion or less, the price per $M in Managed Assets is 2,000. If Managed Assets are greater than $10 billion, the price per $M in Managed Assets for the first 10,000 licenses is 2,000, and the price per $M in Managed Assets for each additional license is 1,000.

[14] This product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on http://esource.oraclecorp.com for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.

[15] Where Inventory Management is licensed across multiple plants or warehouses, the Inventory Management options (Mobile Supply Chain Applications, Warehouse Management) can be licensed

[16] Where Discrete Manufacturing is licensed across multiple plants, the Discrete Manufacturing options (Mobile Supply Chain Applications, Flow Manufacturing, Manufacturing Scheduling) can be licensed individually for each plant. Within each plant using the Manufacturing option, the option must be licensed at the same user count as Discrete Manufacturing.

[17] Where Projects is licensed across many lines of business, the Project Billing option to Project Costing can be licensed individually for each line of business using the Oracle Projects solution. Within each line of business using the Project Billing option, the option must be liensed at the same user count as Project Costing.

[19] 2, 3, 4 and 5-Year Term Licenses are not available for Collaboration products. Customers must purchase Software Updates when purchasing Product Support. On Demand for Collaboration products is optional for customers purchasing Collaboration product licenses. Customers must purchase Software Updates and Product Support when purchasing On Demand. E-Business Discount Schedule applies to License, Software Updates, and Product Support fees. On Demand Discount Schedule applies to On Demand for Collaboration products. On Demand for this product is on Controlled Availability and requires approval. Please refer to the Approval Matrix on http://esource.oraclecorp.com for more information. If you are an Oracle partner, please contact your Oracle PRN Representative for additional information.

[20] Where Process Manufacturing is licensed across multiple plants, the Process Manufacturing option (Manufacturing Scheduling) can be licensed individually for each plant. Within each plant using the Manufacturing option, the option must be licensed at the same user count as Process Manufacturing.

[21] Sales Contracts Application User licenses are required for all contract administrators, legal staff, order administrators and sales personnel who manage the contracts library or author contracts.

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.

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. For the purposes of counting the number of processors which require licensing, a multicore chip with "n" processor cores shall be counted as "n" processors.

Professional User 2003: 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. Professional Users 2003 are allowed to manually enter orders directly into the programs but any orders entered electronically into Order Management from other sources must be licensed separately.

Professional User 2003 - 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. Professional Users 2003 - External are allowed to manually enter orders directly into the programs but any orders entered electronically into Order Management from other sources must be licensed separately.

Application User, Field Sales User, Financials User, Inventory/Shipping User, Marketing User, Manufacturing User, Purchasing User, TeleSales User, Enterprise Asset Management (EAM) 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 Self Service Work Request option in conjunction with EAM, you are required to maintain licenses for the equivalent number of EAM Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion date for your entire employee population.

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

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

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

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

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

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

Connector: is defined as each connector connecting the software [roduct 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.

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 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.)*

Employee User: is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. Your human resource personnel that require access to the Oracle Self Service Human Resources program may not be licensed as Employee Users, but must be licensed as Professional Users. Additionally, your technical support personnel that require access to the Oracle iSupport program may not be licensed as Employee Users, but must be licensed as Professional Users.

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.

Federated Link: is defined as a one-to-one pairing between a source domain and a destination domain. A source domain is the point of origin for a request. A destination domain contains the resource that users from source domains want to access. One source domain might have many pairings with different destination domains and one destination domain might have many pairings with different source domains. Each and every pairing is a federated link.

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.

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.

Order Management User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. Order Management Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

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 Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. For Internet Time, a person is defined as an individual who is charging time to a project via the application. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

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

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

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.

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

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

$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.

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

Software Update Licnse & Support

Software Updates License & Support provides customers with the right to product upgrades and 24x7 technical support. 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 Updates License & Support is the technical support fees paid for the same licenses in the prior year, increased by the appropriate renewal adjustment. Oracle uses two different renewal adjustments: the Support Cap Rate (SCR) and the Local Renewal Adjustment (LRA). Support renewals for licenses sold under the old pricing model (generally prior to January 1, 2000), are renewed using the SCR. Support renewals for licenses sold under the current pricing model (generally on or after January 1, 2000) called e-Business licenses, are renewed using the LRA. 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 Product Support

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

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

Incident 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 Maintenance Support (EMS)

Customers with current Software Updates, License & Support or Incident Server Support Packages, can purchase EMS for certain Oracle programs after they are desupported. EMS may only be sold to customers who already have the applicable release at the time their support is renewed and may not be sold with new licenses. EMS fees are applied to the desupported Oracle programs only. EMS fees for most products consist of the prior year's fee for Software Updates & Support or Incident Server Support Packages plus the applicable renewal adjustment uplifted by 30% [Prior Year's fee*(1+Applicable Renewal Adjustment)*130%].

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.

Customers purchasing On Demand for either E-Business Suite or Technology Online must meet the minimum annual net fees for Administration Services of 48000 USA (Dollar) and minimum monthly net fees of 4000 USA (Dollar). Customers purchasing On Demand for both E-Business Suite and Technology Online must meet the minimum annual net fees for Administration Services of 96000 USA (Dollar) and minimum monthly net fees of 8000 USA (Dollar). Prices shown on this price list are monthly fees and apply to both perpetual and term licenses.

Computer and Administration Services

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

Customers purchasing On Demand for either E-Business Suite or Technology Online must meet the minimum annual net fees for Computer and Administration Services of 72000 USA (Dollar). and minimum monthly net fees of 6000 USA (Dollar). Customers purchasing On Demand for both E-Business Suite and Technology Online must meet the minimum annual net fees for Computer and Administration Services of 144000 USA (Dollar) and minimum monthly net fees of 12000 USA (Dollar). Prices shown on this price list are monthly fees and apply to both perpetual and term licenses.

ATTACHMENT 2

ORACLE®

ORACLE LICENSE DEFINITIONS AND RULES

Definitions and License Metrics

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

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

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

Application User, Enterprise Asset Management (EAM) User, Field Sales User, Financials User, Inventory/Shipping User, Marketing User, Manufacturing User, Purchasing User, TeleSales 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 Self Service Work Request option in conjunction with EAM, you are required to maintain licenses for the equivalent number of EAM Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population.

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 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.

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 Web Conferencing 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.

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.

Electronic Order Line: is defined as the total number of distinct 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 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.*)

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. Your human resource personnel that require access to the Oracle Self Service Human Resources program may not be licensed as Employee Users, but must be licensed as Professional Users. Additionally, your technical support personnel that require access to the Oracle iSupport program may not be licensed as Employee Users, but must be licensed as Professional Users.

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.

Federated Link: is defined as a one-to-one pairing between a source domain and a destination domain. A source domain is the point of origin for a request. A destination domain contains the resource that users from source domains want to access. One source domain might have many pairings with different destination domains and one destination domain might have many pairings with different source domains. Each and every pairing is a federated link.

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.

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.

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.

iLearning Subscription: is defined as a web based learning environment that is made available to you subject to the terms of this agreement and Oracle's iLearning Subscription Policies. Oracle's iLearning Subscription Policies may be accessed at http://oracle.com/contracts, and may be updated by Oracle from time to time without notice to you.

Implementation Services, Packaged Methods, Architecture Services, Accelerator Services, Assessment Services and Workshops
Each Implementation Service, Packaged Method, Architecture Service, Accelerator Service, Assessment Service and Workshop is provided subject to the statement of obligation for that particular offering and Oracle's consulting services policies. Oracle's consulting services policies may be accessed at http://oracle.com/contracts, and are subject to change.

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.

$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.

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

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

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.

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

Oracle University Knowledge Center Service: is defined as a web based learning environment hosted by Oracle that provides on demand access to either an individual Oracle University training course ("Online Course") or to all of the Oracle University training courses available on the Knowledge Center website ("Passport"). The Oracle University Knowledge Center service is available at http://www.oracle.com/education/oukc/, and is made available to you subject to the terms of this agreement and Oracle University's Online Hosting Access Policies, which are located at http://www.oracle.com/education/oukc/hosting_policies.html and may be updated by Oracle from time to time without notice to you. Online Courses are made available on a named user basis, and the Passport is made available on a membership basis. In the event that any Oracle programs are made available for download as part of the service, then use of such programs is subject to the terms of this agreement. If you acquire the Oracle University Knowledge Center service, the term shall be one year from the effective date of your order. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT THE ORACLE UNIVERSITY KNOWLEDGE CENTER SERVICE WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.**

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

Order Management User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. Order Management Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

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

Partner Organization: is defined as an external third party business entity that provides value-added services in 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 Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the application. For Project Resource Management, a person is defined as an individual who is scheduled on a project. For Internet Time, a person is defined as an individual who is charging time to a project via the application. 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.

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 third party users. For the purposes of counting the number of processors which require licensing, a multicore chip with "n" processor cores shall be counted as "n" processors. For the Healthcare Transaction Base program, only the processors on which Internet Application Server Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program are running are 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. With respect to the Customer Data Hub program, in determining the number of licenses required, only processors on which both Oracle Database Enterprise Edition and the Customer Data Hub program are running in production shall be counted.

Professional User: is defined as an individual authorized by you to use the application programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time. For the purposes of Order Management, Advanced Pricing and Purchasing, Professional Users are allowed to manually enter orders directly into these programs but any orders transmitted or executed electronically (via EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing) must be licensed separately.

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

Professional User 2003: 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. Professional Users 2003 are allowed to manually enter orders directly into the programs but any orders entered electronically into Order Management from other sources must be licensed separately.

Professional User 2003 – 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. Professional Users 2003 – External are allowed to manually enter orders directly into the programs but any orders entered electronically into Order Management from other sources must be licensed separately.

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

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

$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.

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 Oracle.

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.

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.

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

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

Term Designation
If your program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

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

1 Year Hosting Term: A program license specifying a 1 Year Hosting Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate. A program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

1 Year Oracle Hosted Term: A program license specifying a 1 Year Oracle Hosted Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate. A program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

1 Year Subscription: A program license specifying a 1 Year Subscription shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate.

Licensing Rules

Failover: Your license for the following programs, Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) and Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition) 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. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the program(s).

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.

Primary Usage: is defined as each licensed user of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each licensed user is counted only once based on primary usage. You must specify how many users you are licensing for each application. Primary Usage of one of the applications listed above provides the licensed user with the right to use any or all of the other application programs listed above for which you are licensed. This concept also applies to Application Read-Only Users. Each Application Read-Only User of any of the applications listed above has the right to use any or all of the other application programs listed above for which you have also acquired Application Read-Only User licenses. Primary Usage does not provide you with the right to use other application programs including the extensions or options to the application programs listed above.

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

- Oracle Database Standard Edition may only be used on machines which have the ability to run a maximum of four processors or on a cluster of machines supporting up to a maximum of four processors per cluster.
- Oracle Standard Edition One and Internet Application Server Standard Edition One may only be used on machines which have the ability to run a maximum of two processors.
- The number of TRACE licenses (Rdb Server Option) must match the number of licenses of the associated database.
- The number of Diagnostics Pack and/or Configuration Management Pack licenses must match the number of licenses of the associated Internet Application Server program (Enterprise Edition, Standard Edition or Java Edition). The number of Identity Management licenses must match the number of licenses of the associated Internet Application Server Standard Edition program.
- Application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at http://oracle.com/contracts.

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
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
Internet Application Server Java Edition	10 Named Users Plus per Processor
Internet Application Server Standard Edition One	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
BPEL Process Manager	10 Named Users Plus per Processor
Portal	10 Named Users Plus per Processor
Identity Management	10 Named Users Plus per Processor
Integration	10 Named Users Plus per Processor
Business Intelligence	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Web Services Manager	10 Named Users Plus per Processor
XML Publisher	10 Named Users Plus per Processor

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database

The number of licenses for the programs listed below must match the number of licenses of the associated database and if you purchase Named User Plus licenses for these programs, you must maintain, at a minimum, 25 Named Users Plus per Processor per associated database:

Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack