



ANTONIO R. VILLARAIGOSA  
*Mayor*

Commission  
THOMAS S. SAYLES, *President*  
ERIC HOLOMAN, *Vice-President*  
CHRISTINA E. NOONAN  
JONATHAN PARFREY  
BARBARA E. MOSCHOS, *Secretary*

RONALD O. NICHOLS  
*General Manager*

July 21, 2011

The Honorable City Council  
City of Los Angeles  
Room 395, City Hall  
Los Angeles, California 90012

Honorable Members:

Subject: Amendment No. 1 Agreement No. 47446-6 with Oracle America, Inc.

Pursuant to Charter Section 373, enclosed for approval by your Honorable Body is Resolution No. 012 016, adopted by the Board of Water and Power Commissioners (Board) on July 19, 2011, approved as to form and legality by the City Attorney, which authorizes execution of Amendment No. 1 to Agreement No. 47446-6 with Oracle America, Inc., for Software Licensing and Maintenance. This amendment will increase contract limit by \$28,700,000 and extend the term three years with two one-year renewal options. As directed by the Board, transmitted to you are supporting documents.

If there are any questions regarding this item, please contact Ms. Winifred Yancy, Director of Local Government and Community Relations, at (213) 367-0025.

Sincerely,

Barbara E. Moschos  
Board Secretary

BEM:oja

Enclosures: LADWP Resolution  
Board Letter  
CAO Report  
Amendment No. 1 Agreement No. 47446-6

**Water and Power Conservation ... a way of life**

111 North Hope Street, Los Angeles, California 90012-2607 Mailing address: Box 51111, Los Angeles 90051-5700  
Telephone: (213) 367-4211 Cable address: DEWAPOLA

c/enc: Mayor Antonio Villaraigosa  
Councilmember Jan C. Perry, Chair, Energy and the Environment Committee  
Gerry F. Miller, Chief Legislative Analyst  
Miguel A. Santana, City Administrative Officer  
Rafael Prieto, Legislative Analyst, CLA  
William R. Koenig, Chief Administrative Analyst  
Winifred Yancy

WHEREAS, the Los Angeles Department of Water and Power (LADWP) entered into Agreement No. 47446-6 (Agreement) with Oracle America, Inc. (Contractor), effective September 25, 2005, wherein Contractor agreed to provide software licensing and continuous software maintenance services for a six (6) year contract term, from September 25, 2005 through September 24, 2011; and

WHEREAS, there is a need to amend Agreement No. 47446-6 to cover future costs of software licenses and maintenance services for current applications in use by the LADWP as well as the recently purchased Customer Information System software; and

WHEREAS, Amendment No. 1 to Agreement No. 47446-6 extends the contract term and increases the amount of the Agreement to purchase software licenses and provide continuous maintenance services to existing and new software, databases and related software programs; and

WHEREAS, the LADWP and Contractor agree to extend the term by an additional three (3) years, from September 25, 2011 through September 24, 2014, with two (2), one (1) year renewal options, from September 25, 2014 through September 24, 2016, and increase the total Agreement amount from \$8,008,852 for a maximum expenditure amount, not-to-exceed \$36,700,000 with all other terms and conditions remaining unchanged and in full force and effect.

NOW, THEREFORE, BE IT RESOLVED that Amendment No. 1 to Agreement 47446-6 is approved as to form and legality by the City Attorney and filed with the Secretary of the Board, between LADWP and the Contractor is approved; and

BE IT FURTHER RESOLVED that pursuant to City Charter Section 1022, that such purchases and services covered by this Agreement are more feasibly performed by an independent contractor than by City employees; and

BE IT FURTHER RESOLVED that the Chief Accounting Employee, upon proper certification, is authorized and directed to draw demands on both the Water Revenue Fund and the Power Revenue Fund in payment of the obligations arising under this Agreement; and

BE IT FURTHER RESOLVED that the President or Vice President of the Board, or the General Manager, or such person as the General Manager shall designate in writing, and the Secretary, Assistant Secretary or the Acting Secretary of the Board be and they are hereby authorized, empowered and directed to execute said Amendment No. 1 to Agreement No. 47446-6 for and on behalf of the LADWP.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Water and Power Commissioners of the City of Los Angeles at its meeting held

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTANICH, CITY ATTORNEY

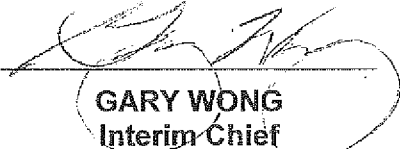
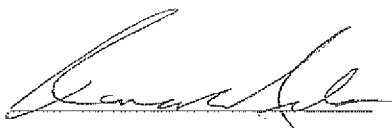
JUL 19 2011

MAR 29 2011

*Deborah E. Proedl*  
Secretary

BY  
DIRK R. BROERSMA  
DEPUTY CITY ATTORNEY

**LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP) BOARD APPROVAL LETTER**

<b>TO: BOARD OF WATER AND POWER COMMISSIONERS</b>	<b>DATE: June 30, 2011</b>
<div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;">   <b>GARY WONG</b>                  Interim Chief                  Administrative Officer             </div> <div style="text-align: center;">   <b>RONALD O. NICHOLS</b>                  General Manager             </div> </div>	<p><b>SUBJECT:</b></p> <p align="center"><b>Amendment No. 1 to Agreement No. 47446-6 for Software Licensing and Maintenance</b></p> <p align="center"><i>Contract With: Oracle America, Inc. Redwood City, California</i></p>
<p><b>FOR COMMISSION OFFICE USE:</b></p> <p align="right">RESOLUTION NO. _____</p>	
<p><b>CITY COUNCIL APPROVAL</b>                  REQUIRED: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p><b>IF YES, BY WHICH CITY</b>                  CHARTER SECTION: 373</p>

- New Contract (not replacing existing contract)
- Replacement Contract
- Amendment to Existing Contract

**PURPOSE**

The attached Resolution recommends to the Los Angeles City Council approval of Amendment No. 1 to Agreement No. 47446-6 (Agreement) with Oracle America, Inc. (Oracle) to extend the Agreement term, increase the limit for future purchases of Oracle software licenses, and to provide continuous maintenance services to support the Los Angeles Department of Water and Power (LADWP) enterprise databases and application(s).

**COST AND DURATION**

The Amendment will increase the Agreement limit by \$28,700,000. The not-to-exceed amount of Agreement No. 47446-6 will increase to \$36,700,000. The duration of the Agreement will be extended by three years to begin on September 25, 2011 and ending on September 24, 2014. In addition, there will be two, one-year renewal options beginning September 25, 2014 and ending September 24, 2016.

## **BACKGROUND**

The existing Agreement between LADWP and Oracle was established on September 25, 2005 to purchase software licenses and to provide continuous maintenance services to support LADWP's applications. Three years into the Agreement, Oracle purchased several other companies, i.e., Siebel, Weblogic, Stellent, Primavera, Hyperion and Sun Microsystems. With notification of Oracle's purchases, LADWP realized that many of the software products and maintenance services used for other LADWP applications were now under the ownership of Oracle and would soon reach their licensure expirations. As a result, the Information Technology Services Division (ITSD) created Change Order No. 4, approved on July 9, 2009, to release a \$2,000,000 contingency fund to pay for software licensing renewals and to continue maintenance services and support.

Referenced below is a list of internal administrative actions reflected in Change Order Nos. 1 through 4 under Agreement No. 47446-6:

- 1) **Change Order No. 1 – Changed the Statement of Work (SOW) in Section 4**  
Added MBE/WBE subcontracting to the Agreement. Specifically, mutually agreed upon subcontractors would provide training and mentoring for staff at a value of 3.495 percent of license fees.
- 2) **Change Order No. 2 – Revised Exhibit A SOW**  
Scheduled changes as follows: a) added Oracle's Ordering Document for software licenses that were purchased in February 2008 b) updated Oracle pricing and discounting terms, and c) revised the Fee Summary to report actual software licenses purchased and to estimate future software license requirements.
- 3) **Change Order No. 3 – Updated the pricing and discount terms for products absorbed by Oracle from other companies.**
- 4) **Change Order No. 4 – Released a \$2,000,000 contingency fund to renew software licenses and maintenance services resulting from the Oracle acquisitions.**

Approval of Amendment No. 1 is requested to extend the Agreement term and increase the Agreement limit for the future cost of software licenses and maintenance services as well as ongoing telephone technical support and product upgrades. The Amendment will include the aforementioned companies acquired by Oracle and co-term all consolidated contracts.

Amendment No. 1 will also pay for maintenance on the recently purchased Customer Information System (CIS) software (Customer Care and Billing), which will be especially critical during CIS system implementation.

Amending the existing Agreement versus establishing a new one will enable LADWP to continue to receive zero-percent escalation fee on new software purchases for the first five renewal years and obtain up to a 40 percent discount on those purchases.

Per Charter Section 373, City Council approval is required when contracts with one vendor exceed the time period set by Ordinance. Amendment No. 1 to Agreement No. 47446-6 will extend the contract for five additional years; therefore City Council approval is required. The City Administrative Officer report is attached.

**M/W/OBE SUBCONTRACTING PARTICIPATION**

Oracle was not required to use subcontractors at the inception of this Agreement. This was primarily a material contract for off-the-shelf software. The software is developed and maintained only by Oracle.

However, beginning with Change Order No. 1, effective September 25, 2005, the opportunity for MBE/WBE subcontractors to participate in the Agreement was established. MBE/WBE subcontractors could then earn 3.495 percent of the net cost of new licenses purchased under the Agreement for training purposes. Since that time Oracle has paid MBE/WBE subcontractors the amounts shown in the following table as training credits for LADWP staff. The training credits were used to allocate training classes at the Oracle University.

DATE	PURCHASE	LICENSE VALUE	MBE/WBE AMOUNT	COMPANY NAME
9/28/2005	Original DB Purchase	\$572,284.80	\$20,001.35	Software Licensing Consultants Corporation
2/25/2008	Classic Purchase	\$413,595.00	\$14,455.15	Method 180
5/7/2008	Identity Management Suite	\$542,433.50	\$18,328.95	Method 180
11/25/2008	Business Intelligence	\$528,597.69	\$18,474.49	Method 180
1/22/2009	Content Management	\$132,676.00	\$ 4,637.03	Method 180
		TOTAL	\$75,896.97	

**ENVIRONMENTAL DETERMINATION**

In accordance with the California Environmental Quality Act (CEQA), it has been determined that the purchase of software licenses and maintenance services is exempt, pursuant to the General Exemption described in CEQA Guidelines Section 15061 (b)(3). General Exemptions apply in situations where it can be seen with reasonable certainty that there is no possibility that the activity in question may have a significant effect on the environment.

**RECOMMENDATION**

It is requested that your Honorable Board adopt the attached Resolution recommending the Los Angeles City Council's approval of Amendment No. 1 to Agreement No. 47446-6 be executed as authorized in the Resolution.

MTG:rp

Attachments

e-c/att: Ronald O. Nichols  
Richard M. Brown  
Aram Benyamin  
James B. McDaniel  
Gary Wong  
Lorraine A. Paskett  
Ann M. Santilli  
Anselmo G. Collins  
Matthew M. Lampe  
Mona T. Guirguis

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: June 22, 2011

CAO File No. 0150-09565-0000

Council File No.

Council District: Citywide

To: The Mayor

From: Miguel A. Santana, City Administrative Officer 

Reference: Transmittal from the Department of Water and Power dated April 1, 2011; referred by the Mayor for report on April 19, 2011

Subject: **Amendment No. 1 to Agreement No. 47446-6 between the Department of Water and Power and Oracle America, Inc.**

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### SUMMARY

The Department of Water and Power (DWP; Department) requests approval of a proposed resolution which authorizes Amendment No. 1 to Agreement No. 47446-6 (Agreement) with Oracle America, Inc. (Oracle). The term of the current six-year Agreement began on September 25, 2005 and expires on September 24, 2011. Approval of the proposed Amendment extends the term by an additional three years and includes two one-year renewal options resulting in a total potential term of 11-years that expires September 24, 2016. Furthermore, approval will increase the expenditure authority from \$8 million to \$36.7 million with funding provided from both the Water Revenue Fund and Power Revenue Fund. In accordance with Charter Section 373, Council approval is required because the term exceeds three years. The City Attorney has approved the proposed resolution and Agreement as to form and legality.

The Department states that approval of this agreement is necessary to continue software licenses, maintenance services, technical support and product upgrades for existing and future Oracle Technology and Oracle Business applications. Additionally, the proposed Agreement will consolidate several other agreements between DWP and other contractors (e.g. Siebel, Weblogic, Stellent, Primavera, Hyperion, and Sun Microsystems) that have been acquired by Oracle.

### BACKGROUND

The current Agreement with Oracle was executed in 2005; however, DWP has contracted with Oracle since 2001 to provide database and software support for numerous Department systems and operations. During the term of the current Agreement, Oracle has acquired or merged with several other software companies that held separate contracts with DWP. As the various companies merged into a single Oracle corporation, the individual contracts with the Department were also combined. The DWP states that the significant increase in cost from approximately \$8 million during the current six-year term to a total of approximately \$37 million during the total 11-year term is a result of implementing a new customer information system known as Customer Care and Billing (\$10M) and two other utility business applications involved with meter data management and mobile



workforce management (\$7M). The remaining contract increase is a result of price increases for the consolidated licensing services and maintenance of existing systems (\$12M). The table below highlights the changes between the current and proposed agreements.

<b>Oracle Contract Summary</b>		
<b>Existing Agmt</b>	<b>6 years</b> <i>- Maintain Existing Systems (\$8M)</i>	<b>\$8M</b>
<b>1<sup>st</sup> Amendment</b>	<b>5 years</b> <i>- Maintain Existing Systems (\$12M)</i> <i>- Customer Care &amp; Billing (\$10M)</i> <i>- Utility and Business Applications (\$7M)</i>	<b>\$29M</b>
<b>Total</b>	<b>11 years</b>	<b>\$37M</b>

DWP considers Oracle Platform and Business applications to be an integral component for many of the Department's Water and Power group systems in addition to other company applications that contain backend/support operations, which also utilize Oracle databases. Examples of DWP operations that rely on Oracle applications include: Power Outage Management, Customer Relationship Management, Work Request Management, Asset Management and Preventive Maintenance, Power SCADA System, Marketing, Business Reporting and Analytics, LADWP website portal, Data Security, Web Services Development, Customer Care and Billing, Meter Data Management, and Mobile Workforce Management.

**CONTRACTING COMPLIANCE**

The Department made a Charter Section 1022 determination that concluded that these services can more feasibly be performed by outside contractor, Oracle America, Inc., because DWP neither owns nor can modify the proprietary software. The Department states that the current agreement with Oracle, a sole source provider, was executed in September 2005 through a competitive bidding process, and that the contractor has performed in an acceptable manner with respect to its obligations for all previous agreements.

The above mentioned aspects of the proposed resolution, agreement, and this report, are based upon revised information received from the Department subsequent to the initial request submittal.

## **RECOMMENDATION**

That the Mayor:

1. Approve the proposed resolution authorizing Amendment No. 1 to Agreement No. 47446-6 with Oracle America, Inc. for software licensing and maintenance with a total authorized expenditure limit of \$36.7 million and a total term of 11 years expiring September 24, 2016; and,
2. Return the proposed Agreement to the Department for further processing, including Council consideration.

## **FISCAL IMPACT STATEMENT**

Approval of the proposed Agreement with Oracle America, Inc., will have no impact on the General Fund. All expenditures for this Agreement will be from the Department's Power Revenue Fund and Water Revenue Fund. Since the Department of Water and Power is only bound by the City Debt Management Policies, the City Financial Policies are not applicable.

## **TIME LIMIT FOR COUNCIL ACTION**

Pursuant to Charter Section 373, "Long Term Contracts Approved by Council," and the Los Angeles Administrative Code Section 10.5, "Limitation and Power to Make Contracts," unless the Council takes action disapproving a contract that is longer than three years within 60 days after submission to Council, the contract shall be deemed approved.

*MAS:RPR:10110130*

Attachment

**AMENDMENT NO. 1 TO AGREEMENT NO. 47446-6**

**BETWEEN THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER AND  
ORACLE AMERICA, INC.**

This Amendment No.1 to Agreement No. 47446-6 is made and entered into by and between the City of Los Angeles acting by and through the Los Angeles Department of Water and Power (LADWP), a municipal corporation, and Oracle America, Inc. (Contractor) are referred to under this Amendment as "Party" and collectively as the "Parties."

**WITNESSETH**

WHEREAS, effective September 25, 2005, the parties entered into Agreement No. 47446-6 (which together with all amendments thereto is hereinafter referred to as the "Agreement") for Oracle to provide LADWP with consolidated software licensing and continuous software maintenance services to support LADWP's database applications for six (6) years, from September 25, 2005 through September 24, 2011; and

WHEREAS, the Contract provides for amendment; and

WHEREAS, LADWP is proposing Amendment No.1 to extend the term by an additional three (3) years, from September 25, 2011 through September 24, 2014, with two (2), one (1) year renewal options, to be exercised by the Board from September 25, 2014 through September 24, 2016, and increase the total Agreement amount from Eight Million Eight Thousand, Eight Hundred and Fifty-Two dollars (\$8,008,852) for a maximum expenditure amount, not-to-exceed Thirty-Six Million Seven Hundred Thousand dollars (\$36,700,000); and

WHEREAS, the Chief Accounting Employee of LADWP upon proper certification is authorized and directed to draw demands on both the Water Revenue Fund and the Power Revenue Fund in payment of the obligations arising under Agreement No. 47446-6, not-to-exceed Thirty-Six Million Seven Hundred Thousand dollars (\$36,700,000).

NOW, THEREFORE, the parties hereby agree to amend Agreement No. 47446-6 as follows:

**AMENDMENT No. 1**  
**to**  
**THE AGREEMENT FOR INFORMATION TECHNOLOGY PRODUCTS & SERVICES**  
**between**  
**THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES**  
**and**  
**ORACLE AMERICA, INC.**

This Amendment No. 1 ("Amendment") to the Agreement for Information Technology Products & Services No. 47446-6, also referenced as "GMA1149829925SEPT2005", effective September 25, 2005, as amended, modified and addended ("Agreement") between the Department of Water and Power of the City of Los Angeles (the "Department") and Oracle America, Inc., as successor in interest to Oracle USA, Inc. ("Contractor" or "Oracle"), shall serve to amend the Agreement as described herein. If and to the extent any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The Agreement is hereby modified as follows:

1. Term. The term of the Agreement shall be extended until September 24, 2014. Upon mutual agreement thereafter, the parties may extend the term by two (2) additional oneyear terms, or until September 24, 2016.
2. Pricing and Discounting Terms for new Program Licenses and First Year Technical Support. The following pricing and discounting terms are hereby incorporated into the Agreement:
  - a. Price Lists. Until September 24, 2014, the "Price Lists" in the Agreement shall be defined as follows (attached hereto as **Attachment A** to this Amendment):
    - i. Oracle Technology Global Price List, dated January 7, 2011
    - ii. Oracle Business Intelligence Applications Global Price List, dated April 23, 2010
    - iii. PeopleSoft Component Global Price List, dated October 21, 2010<sup>1</sup>
    - iv. Siebel CRM Component Pricing, dated December 17, 2010
    - v. Primavera Global Price List, dated September 7, 2010<sup>2</sup>All prior price list(s), price holds and other pricing information previously incorporated into the Agreement are hereby deleted.
  - b. Pricing and Discounts. Until September 24, 2014, provided that the Department has continuously maintained technical support for its existing program licenses, the Department may acquire licenses for the programs listed on the Price List, provided such programs are available in production release when ordered, by paying Oracle the fees specified for such licenses on the Price Lists less the

<sup>1</sup> Any discounts provided in Section 2.c of this Amendment shall not apply toward any thirdparty products, including but not limited to all Micro Focus International Ltd. products, on the PeopleSoft Component Global Price List.

<sup>2</sup> The Primavera SureTrak product and any grandfathered products are hereby excluded. Any discounts provided in Section 2.c of this Amendment shall not apply toward Primavera SureTrak or any grandfathered products on the Primavera Global Price List.

discount determined by the discount schedule set forth below. The Department 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.

- c. Discount Schedule. Until September 24, 2014, the following Discount Schedule shall apply to fees listed on the Price Lists for Program licenses and first year SULS for such licenses acquired pursuant to the terms of the Agreement. The Transaction Band (the discount tier based on List License and List SULS, as provided in the table below) amount shall be determined per order; each order placed pursuant to this schedule shall be considered a separate transaction; and orders will not be aggregated to increase the overall discount.

Transaction Band (List License + List SULS)	EBusiness License and First-Year SULS Discounts
\$0 \$25,000	25%
\$25,001 \$50,000	25%
\$50,001 \$100,000	25%
\$100,001 \$250,000	30%
\$250,001 \$375,000	35%
\$375,001 \$1,000,000	40%
\$1M+	40%

If, and when, the price lists (as defined above in this section) are updated or replaced in the Agreement, this discount schedule shall no longer apply, and Oracle acknowledges that the Department may desire to negotiate such replacement terms.

### 3. Technical Support Cap

- a. For the program licenses with CSI number 14598205 (acquired under the Ordering Document number 1799181 effective September 25, 2005 and attached as Exhibit K to the Agreement Number 47446-6), if the Department continues to annually renew the existing Software Maintenance, or SULS, for the same number of licenses for the same programs during the three year extension of this Amendment, the annual SULS fee will not increase by i) more than 3% over the prior year’s SULS fee for the sixth and seventh renewal years, and ii) more than 4% over the prior year’s SULS fee for the eighth renewal year.
- b. For the program licenses with CSI numbers 13592718, 14188032, 16568754, 14778176, 14775934, 14778394, 16287218, 16288889, 15974766, and 15539154, if the Department continues to annually renew the existing Software Maintenance, or SULS, for the same number of licenses for the same programs during the three year extension of this Amendment, the annual SULS fee will not increase by i) more than 3% over the prior year’s SULS fee for the renewal years between September 25, 2011 and September 24, 2013, and ii) more than 4% over the prior year’s SULS fee for the renewal year between September 25, 2013 and September 24, 2014.
- c. Until May 27, 2013, for the program licenses with CSI number 16882372 (acquired under the Ordering Document number 3275768 effective May 28, 2010), if the Department renews the

existing Software Maintenance or SULS for the same number of licenses for the same programs, the annual SULS fee will not increase over the prior year's SULS fee.

d. Until November 23, 2015, for the program licenses with CSI number 17727046 (acquired under the Ordering Document number 3439268 effective November 24, 2010), if the Department renews the existing Software Maintenance or SULS for the same number of licenses for the same programs, the annual SULS fee will not increase over the prior year's SULS fee.

4. License Definitions and Rules. Until September 24, 2014, the Oracle License Definitions and Rules, v121510 (attached hereto as Attachment B to this Amendment) shall apply to all licenses and technical support services listed on the price lists and acquired pursuant to the updated pricing terms set forth in this Amendment.

5. Technical Support Policies. Until September 24, 2014, the Oracle Software Technical Support Policies, v121410 (attached hereto as Attachment C to this Amendment) are a representative sample of the current technical support policies, and are subject to change. Current policies may also be viewed on the following link: <http://www.oracle.com/support/collateral/oracle-technical-support-policies.pdf>.

6. The following attachments are incorporated into the Agreement:

Attachment A: Price Lists

Attachment B: Oracle License Definitions and Rules, v121510

Attachment C: Oracle Software Technical Support Policies, v121410

7. Order of Precedence. The parties agree that the terms of this Amendment will prevail in the event of any inconsistencies with any terms of the Agreement.

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

The Effective Date of this Amendment to the Agreement shall be \_\_\_\_\_, 2011.

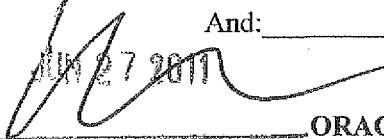
**THE DEPARTMENT OF WATER AND POWER OF  
THE CITY OF LOS ANGELES BY  
BOARD OF WATER AND POWER COMMISSIONERS OF  
THE CITY OF LOS ANGELES**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ronald O. Nichols, General Manager

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTIANICH, CITY ATTORNEY

And: \_\_\_\_\_  
Barbara E. Moschos, Board Secretary

BY  \_\_\_\_\_ ORACLE AMERICA, INC.  
DIRK P. BROERSMA  
DEPUTY CITY ATTORNEY

Date: 9/15/2011

By:  \_\_\_\_\_ Title: Contracts Manager

**Attachment A:**  
**Price Lists**

- a. Oracle Technology Global Price List, dated, January 7, 2011
- b. Oracle Business Intelligence Applications Global Price List, dated April 23, 2010
- a. PeopleSoft Component Global Price List, dated October 21, 2010<sup>1</sup>
- b. Siebel CRM Component Pricing, dated December 17, 2010
- c. Primavera Global Price List, dated September 7, 2010<sup>2</sup>

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<sup>1</sup> Any discounts provided in Section 2.c of this Amendment shall not apply toward any third-party products, including but not limited to all Micro Focus International Ltd. products, on the PeopleSoft Component Global Price List.

<sup>2</sup> The Primavera SureTrak product and any grandfathered products are hereby excluded. Any discounts provided in Section 2.c of this Amendment shall not apply toward Primavera SureTrak or any grandfathered products on the Primavera Global Price List.



Oracle Technology Global Price List  
January 7, 2011  
Software Investment Guide



Oracle Database

Prices in USA (Dollar)

	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	38.60	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	-	-
Lite Mobile Server	-	-	23,000	5,060.00
<b>Enterprise Edition Options:</b>				
Real Application Clusters	460	101.20	23,000	5,060.00
Real Application Clusters One Node	200	44.90	10,000	2,200.00
Active Data Guard	200	44.00	10,000	2,200.00
Partitioning	230	50.80	11,500	2,530.00
Real Application Testing	230	50.60	11,500	2,530.00
Advanced Compression	230	50.60	11,500	2,530.00
Total Recall	120	26.40	5,800	1,276.00
Advanced Security	230	50.60	11,500	2,530.00
Label Security	230	50.60	11,500	2,530.00
Database Vault	460	101.20	23,000	5,060.00
OLAP	460	101.20	23,000	5,060.00
Data Mining	460	101.20	23,000	5,060.00
Spatial	350	77.00	17,500	3,850.00
In-Memory Database Cache	460	101.20	23,000	5,060.00
Retail Data Model	800	176.00	40,000	8,800.00
Communications Data Model	800	176.00	40,000	8,800.00
<b>Database Enterprise Management</b>				
Diagnostics Pack	100	22.00	5,000	1,100.00
Tuning Pack	100	22.00	5,000	1,100.00
Change Management Pack	70	15.40	3,500	770.00
Configuration Management Pack for Oracle Database	100	22.00	5,000	1,100.00
Provisioning and Patch Automation Pack for Database	70	15.40	3,500	770.00
Data Masking Pack	230	50.60	11,500	2,530.00
Secure Backup	License Price 3,500	Software Update License & Support 770.00	Licensing Metric Per Tape Drive	Minimum -
<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>				
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	800	198.00
<b>Berkeley DB Java Edition - High Availability</b>				
Berkeley DB Java Edition - High Availability	-	-	9,800	2,156.00
<b>Berkeley DB Java Edition - Transactional Data Store</b>				
Berkeley DB Java Edition - Transactional Data Store	-	-	5,800	1,276.00
<b>Berkeley DB Java Edition - Concurrent Data Store</b>				
Berkeley DB Java Edition - Concurrent Data Store	-	-	1,800	396.00
<b>Berkeley DB XML - High Availability</b>				
Berkeley DB XML - High Availability	-	-	13,800	3,036.00
<b>Berkeley DB XML - Transactional Data Store</b>				
Berkeley DB XML - Transactional Data Store	-	-	8,100	1,782.00
<b>Berkeley DB XML - Concurrent Data Store</b>				
Berkeley DB XML - Concurrent Data Store	-	-	2,600	572.00
<b>Berkeley DB XML - Data Store</b>				
Berkeley DB XML - Data Store	-	-	1,800	396.00
<b>Other Products</b>				
Secure Enterprise Search	70	15.40	34,500	7,590.00
Audit Vault Server	-	-	57,500	12,650.00
Audit Vault Collection Agent	-	-	3,500	770.00
Secure Enterprise Search Connector	License Price 34,500	Software Update License & Support 7,590.00	Licensing Metric Connector	Minimum 1

Integration Products	Named User Plus	Software Update License & Support	Computer License	Software Update License & Support
Mainframe Integration Gateways	-	-	109,500	24,080.00
Database Gateway for Sybase	-	-	17,500	3,850.00
Database Gateway for SQL Server	-	-	17,500	3,850.00
Database Gateway for Informix	-	-	17,500	3,850.00
Database Gateway for Teradata	-	-	109,500	24,080.00
Database Gateway for VSAM	-	-	109,500	24,080.00
Database Gateway for IMS	-	-	109,500	24,080.00
Database Gateway for Adabas	-	-	109,500	24,080.00
Database Gateway for DRDA	-	-	46,000	10,120.00
Database Gateway for APPC	-	-	46,000	10,120.00
Database Gateway for WebSphere MQ	-	-	46,000	10,120.00

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

Rdb Products	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
<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

	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
<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 One	180	39.60	5,800	1,276.00
Internet Application Server Standard Edition	230	50.60	11,500	2,530.00
Internet Application Server Enterprise Edition	700	154.00	35,000	7,700.00
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
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
Unified Business Process Management Suite for Non Oracle Middleware	1,150	253.00	67,500	12,850.00
Event-Driven Architecture Suite	1,400	308.00	70,000	15,400.00
Forms and Reports	460	101.20	23,000	5,060.00
<b>Data Integration Technology</b>				
Data Service Integrator	1,440	316.80	72,000	15,840.00
Data Integrator Enterprise Edition	-	-	23,000	5,060.00
Data Quality for Data Integrator (up to a maximum of 100 million records)	-	-	70,000	15,400.00
Data Profiling	34,500	7,580.00	-	-
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	500	132.00	30,000	6,600.00
GoldenGate for Teradata Replication Services	350	77.00	17,500	3,850.00
	<b>License Price</b>	<b>Software Update License &amp; Support</b>	<b>Licensing Metric</b>	<b>Minimum</b>
Data Quality Rules for Data Integrator	23,000	5,060.00	Per Rule Set	-
Data Quality for Data Integrator (for greater than 100 Million Records)	5	1.10	Per 1000 Records	-
	<b>Named User Plus</b>	<b>Software Update License &amp; Support</b>	<b>Processor License</b>	<b>Software Update License &amp; Support</b>
<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 Suite Virtualization Option	200	44.00	10,000	2,200.00
WebLogic Coherence Grid Edition Option	200	44.00	10,000	2,200.00
<b>Application Server Enterprise Management</b>				
Diagnostics Pack for Oracle Middleware	140	30.80	7,000	1,540.00
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
<b>Fusion Middleware Adapters:</b>				
Application Adapters	-	-	17,500	3,850.00
Oracle Applications Adapter	-	-	17,500	3,850.00
Mainframe and TP-Monitor Adapters	-	-	34,500	7,580.00
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	7,580.00
B2B for EDI	690	151.80	34,500	7,580.00
Healthcare Adapter	690	151.80	34,500	7,580.00
B2B for ebXML	230	50.60	11,500	2,530.00
Enterprise Link for Business Activity Monitoring	-	-	17,500	3,850.00
Financial Message Designer	21,000	4,620.00	-	-
SWIFT Adapter for Oracle Service Bus	-	-	100,000	22,000.00
FIX Adapter for Oracle Service Bus	-	-	50,000	11,000.00
Payments Adapter for Oracle Service Bus	-	-	50,000	11,000.00
Derivatives Adapter for Oracle Service Bus	-	-	50,000	11,000.00
<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 (TSAM)	-	-	6,000	1,320.00
Tuxedo Mainframe Adapter for SNA	-	-	22,000	4,840.00
Tuxedo Mainframe Adapter for TCP	-	-	22,000	4,840.00
Tuxedo Mainframe Adapter for OSI TP	-	-	22,000	4,840.00
Tuxedo JCA Adapter	-	-	22,000	4,840.00
Tuxedo Application Runtime for CICS and Batch	-	-	22,000	4,840.00
Tuxedo Application Rehosting Workbench	42,500	9,350.00	-	-
MessageQ	-	-	6,000	1,320.00
<b>Application Integration Architecture</b>				
Application Integration Architecture Foundation Pack	920	202.40	46,000	10,120.00

Prices in USA (Dollar)

	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
<b>Business Intelligence Technology Products</b>				
<b>Oracle Business Intelligence</b>				
Standard Edition	460	101.20	23,000	5,050.00
Standard Edition One	1,200	264.00	-	-
Suite Enterprise Edition Plus	2,000	440.00	295,000	64,900.00
Suite Enterprise Edition Plus Upgrade Only	230	50.60	34,500	7,580.00
Server Enterprise Edition	350	77.00	51,800	11,386.00
Business Intelligence Publisher	460	101.20	46,000	10,120.00
<b>Business Intelligence Server Enterprise Edition Options:</b>				
Interactive Dashboard	580	127.60	86,500	19,030.00
Delivers	350	77.00	51,800	11,386.00
Answers	580	127.60	86,500	19,030.00
Office Plug-in	230	50.60	34,500	7,530.00
Reporting and Publishing	460	101.20	70,000	16,400.00
Disconnected Analytics	580	127.60	-	-
Server Administrator	5,800	1,276.00	-	-
<b>Business Intelligence Suite Enterprise Edition Plus Options:</b>				
Business Intelligence Management Pack	230	50.60	11,600	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	-	-	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	184,000	40,480.00
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

	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
<b>Enterprise 2.0 Products</b>				
WebCenter Services	1,400	308	70,000	15,400
WebCenter Suite	2,500	550	125,000	27,500
WebCenter Adapter	-	-	11,500	2,530.00
WebLogic Portal	1,500	330.00	60,000	13,200.00
Universal Content Management Standard Edition	1,200	254	57,500	12,650.00
Universal Content Management	2,300	506.00	115,000	25,300.00
Universal Records Management	-	-	115,000	25,300.00
Imaging and Process Management	1,840	404.80	92,000	20,240.00
Content Conversion Server	460	101.20	23,000	5,080.00
Document Capture	-	-	7,000	1,540.00
Distributed Document Capture	1,200	264.00	-	-
Enterprise Content Management Suite	-	-	172,500	37,950.00
WebCenter Real-Time Collaboration	100	22.00	20,000	4,400.00
WebCenter Intelligent Collaboration	125	27.50	25,000	5,500.00
WebCenter Intelligent Collaboration Connector	-	-	20,000	4,400.00

**Enterprise Content Management Adapters:**

Siebel Adapter for Enterprise Content Management			20,000	4,400.00
E-Business Suite Adapter for Enterprise Content Management			20,000	4,400.00
Universal Records Management Adapter			11,500	2,530.00
PeopleSoft Adapter for Enterprise Content Management			20,000	4,400.00

**Enterprise 2.0 Management**

Management Pack for WebCenter Suite	240	52.80	12,000	2,540.00
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	License Price	Software Update License & Support	Metric	Minimum
<b>Identity Management Products</b>				
Entitlements Server	35,000	7,700	Processor	1
Entitlements Server Security Module	35,000	7,700	Processor	1
Directory Services Plus	800	176.00	Named User Plus	
	50,000	11,000.00	Processor	
Access Manager	25	5.50	Employee User	2,000
	6	1.32	Non Employee User - External	5,000
Adaptive Access Manager	25	5.50	Employee User	2,000
	6	1.32	Non Employee User - External	5,000
Identity Federation	35,000	7,700.00	Processor	1
Identity Manager	70	15.40	Employee User	2,000
	6	1.32	Non Employee User - External	5,000
Identity Manager Connector	45,000	10,120.00	Connector	1
Role Manager	35	7.70	Employee User	2,000
	6	1.32	Non Employee User - External	5,000
Information Rights Management	70	15.40	Employee User	2,000
	10	2.20	Non Employee User - External	5,000
Enterprise Single Sign-On Suite Plus	85	18.70	Named User Plus	
Access Management Suite Plus	180,000	39,600.00	Processor	
Identity and Access Management Suite Plus	110	24.20	Employee User	
	15	3.30	Non Employee User - External	
Identity Analytics	50	11.00	Employee User	2,000
	8	1.76	Non Employee User - External	5,000
Identity Management Enterprise Management Management Pack Plus for Identity Management	8	1.76	Employee User	
	2	0.4400	Non Employee User - External	
<b>Tools</b>				
Discoverer Desktop Edition	1,200	264.00	Named User Plus	-
Programmer	1,200	264.00	Named User Plus	-
Portlet Factory	10,500	2,310.00	Named User Plus	-
Internet Developer Suite	5,800	1,276.00	Named User Plus	-
Business Process Analysis Suite	10,500	1,980.00	Named User Plus	5

## Applications and Systems Management

	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
<b>Database Enterprise Management</b>				
Diagnostics Pack	100	22.00	5,000	1,100.00
Tuning Pack	100	22.00	5,000	1,100.00
Change Management Pack	70	15.40	3,500	770.00
Configuration Management Pack for Oracle Database	100	22.00	5,000	1,100.00
Provisioning and Patch Automation Pack for Database	70	15.40	3,500	770.00
Data Masking Pack	230	50.60	11,500	2,530.00
<b>Application Server Enterprise Management</b>				
Diagnostics Pack for Oracle Middleware	140	30.80	7,000	1,540.00
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
<b>Business Intelligence Management</b>				
Business Intelligence Management Pack	230	50.60	11,500	2,530.00
<b>Enterprise 2.0 Management</b>				
Management Pack for WebCenter Suite	240	52.80	12,000	2,640.00
	License Price	Software Update License & Support	Metric	Minimum
<b>Identity Management Enterprise Management</b>				
Management Pack Plus for Identity Management	8	1.75	Employee User	-
	2	0.4400	Non Employee User - External	-
	License Price	Software Update License & Support	Metric	Minimum
<b>Other Infrastructure Management</b>				
Configuration Management Pack for Applications	5,000	1,100.00	Per Processor	-
	100	22.00	Per Named User Plus	-
Provisioning and Patch Automation Pack	3,500	770.00	Per Processor	-
	70	15.40	Per Named User Plus	-
System Monitoring Plug-in for Hosts	1,800	395.00	Per Processor	-
	35	7.70	Per Named User Plus	-
System Monitoring Plug-in for Non Oracle Databases	1,800	395.00	Per Processor	-
	35	7.70	Per Named User Plus	-
System Monitoring Plug-in for Non Oracle Middleware	1,800	395.00	Per Processor	-
	35	7.70	Per Named User Plus	-
System Monitoring Plug-in for Network Devices	1,800	395.00	Per Network Device	-
System Monitoring Plug-in for Storage	1,800	395.00	Per Terabyte	-
Management Connectors	5,800	1,275.00	Per Connector	-
Management Pack for Non Oracle Middleware	9,500	2,090.00	Per Processor	-
	190	41.80	Per Named User Plus	-
Oracle VM Management Pack	1,800	395.00	Per Processor	-
	35	7.70	Per Named User Plus	-
Ops Center Virtualization Management Pack	1,800	395.00	Per Processor	-
Grid Engine	500	110.00	Per Processor	32
<b>Service Management</b>				
Real User Experience Insight	85,500	19,030.00	Per Processor	2
	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
<b>Applications Management</b>				
Application Management Suite for Oracle E-Business Suite	-	-	20,000	4,400
Application Management Suite for Siebel	-	-	15,000	3,300
Application Management Suite for PeopleSoft	-	-	15,000	3,300
Application Management Suite for JD Edwards EnterpriseOne	-	-	15,000	3,300
<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	-	-
Load Testing Accelerator for Siebel	25	5.50	-	-
Load Testing Accelerator for Oracle E-Business Suite	25	5.50	-	-
Load Testing Accelerator for Application Development Framework Applications	25	5.50	-	-
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		
Functional Testing Accelerator for Siebel	2,000	440.00		
Functional Testing Accelerator for Oracle E-Business Suite	2,000	440.00		
Functional Testing Accelerator for Application Development Framework Applications	2,000	440.00		
Test Manager	2,000	440.00		

	Prices in USA (Dollar)			
Collaboration	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
Beehive Enterprise Messaging Server	175	38.50	35,000	7,700.00
Beehive Enterprise Collaboration Server	275	60.50	65,000	12,100.00

## Oracle Application Specific Technology Products

Prices in USA (Dollar)

	Named User Plus	Software Update License & Support	Processor License	Software Update License & Support
<b>Application Server Products</b>				
WebLogic Suite for Oracle Applications	360	79.20	18,000	3,960.00
<b>WebLogic Suite for Oracle Applications Options:</b>				
BPEL Process Manager Option for Oracle Applications	184	40.48	9,200	2,024.00
SOA Suite for Oracle Middleware for Oracle Applications	480	105.60	23,000	5,060.00
Unified Business Process Management Suite for Oracle Applications	460	101.20	23,000	5,060.00
<b>Enterprise 2.0 Products</b>				
WebCenter Suite for Oracle Applications	1,000	220.00	50,000	11,000.00
Imaging and Process Management for Oracle Applications	736	161.92	35,800	8,096.00
<b>Identity Management Products</b>				
Identity and Access Management Suite Plus for Oracle Applications	-	-	80,000	17,600.00
<b>Business Intelligence Technology Products</b>				
Business Intelligence Publisher for Oracle Applications	184	40.48	18,400	4,048.00
Business Intelligence Foundation Suite for Oracle Applications	1,470	323.40	180,000	39,600.00
<b>Database Products</b>				
<b>Oracle Database Enterprise Edition Option</b>				
In-Memory Database Cache for Oracle Applications	184	40.48	9,200	2,024.00

**Application Specific Technology Products Licensing Rules and General Notes**

Programs that contain "for Oracle Applications" in the program name are limited use programs. These limited use programs may only be used with "eligible" Oracle application programs that contain the following prefixes in the program name: Oracle Fusion, Oracle Communications, Oracle Media, Oracle Retail, Oracle Enterprise Taxation, Oracle Utilities, Oracle Financial Services, Oracle FLEXCUBE, Oracle Revelus, Oracle Mentas, Oracle Healthcare, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance and Oracle Primavera. All programs in the Oracle Business Intelligence Applications Global Price List are eligible except those with program name prefix "Hyperion". 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>. 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 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.

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, Load Testing Accelerator for Oracle Database, 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 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 an 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, Oracle VM Management Pack, Ops Center Virtualization Management Pack, Grid Engine 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: 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 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.

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

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

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

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

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

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

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

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

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

## DEFINITIONS (Continued)

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

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

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

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

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

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

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

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

**IVR Part:** 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 Parts 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 cleaned records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator program.

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

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

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

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

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

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

**Terabyte:** is defined as a terabyte of computer storage space used by a storage 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>

## **ORACLE SUPPORT SERVICES**

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

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

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

### **Support Renewals**

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

### **Advanced Customer Support**

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

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

### **Incident Server Support Packages**

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

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

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

### **JDeveloper Support**

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

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

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

### **Extended Support**

Customers with current Software Updates, License & Support can support their product for a further 3 years, past the initial 6 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/Custom 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**  
**April 23, 2010**

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 Applications</b>				
Hyperion Financial Close Suite	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: Hyperion Data Relationship Management for Oracle Hyperion Financial Close Suite	5,000	1,100.00	Application User	50
Hyperion Data Relationship Steward	5,800	1,276.00	Application User	
Hyperion Enterprise Planning Suite	9,995	2,198.90	Application User	50
Option: Hyperion Financial Data Quality Management for Oracle Hyperion Enterprise Planning Suite	2,500	550.00	Application User	50
Option: Crystal Ball Enterprise Performance Management for Oracle Hyperion Enterprise Planning Suite	1,500	330.00	Application User	50
Option: Hyperion Data Relationship Management for Oracle Hyperion Enterprise Planning Suite	5,000	1,100.00	Application User	50
Hyperion Data Relationship Steward	5,800	1,276.00	Application User	
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
Hyperion Essbase Analytics Link for Hyperion Financial Management	1,600	352.00	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 Workforce Planning	900	198.00	Application User	25
Hyperion Capital Asset Planning	900	198.00	Application User	25
Integrated Operational Planning	11,000	2,420.00	Application User	25
Integrated Margin Planning	7,000	1,540.00	Application User	25
Hyperion Profitability and Cost Management	25,000	5,500.00	Application User	10
Hyperion Performance Scorecard Plus	800	176.00	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	2,900	638.00	Application User	25
Option: Hyperion Financial Data Quality Management Adapter for Financial Management	600	132.00	Application User	25
Option: Hyperion Financial Data Quality Management Adapter Suite	600	132.00	Application User	25
Option: Hyperion Financial Data Quality Management ERP Source Adapter for SAP	600	132.00	Application User	25
Hyperion Financial Data Quality Management for Hyperion Enterprise	2,300	506.00	Application User	25
Option: Hyperion Financial Data Quality Management Adapter Suite	600	132.00	Application User	25
Hyperion Data Integration Management	69,000	15,180.00	Computer	1
Option: Hyperion Data Integration Management Source Adapter	57,500	12,650.00	Computer	1
Option: Hyperion Data Integration Management Team Based Development	17,300	3,806.00	Computer	1
Hyperion Data Relationship Management	16	3.52	Record	20,000
Hyperion Data Relationship Steward	5,800	1,276.00	Application User	

	License Price	Software Update License & Support	Licensing Metric	Minimum
<b>User Productivity Kit</b>				
User Productivity Kit	17,500	3,850.00	UPK Developer	1
User Productivity Kit	60	13.20	UPK User	50
User Productivity Kit	30	6.60	UPK Employee	500
User Productivity Kit Professional	25,000	5,500.00	UPK Developer	1
User Productivity Kit Professional	80	17.60	UPK User	50
User Productivity Kit Professional	40	8.80	UPK Employee	500
<b>User Productivity Kit Content Materials for Enterprise Performance Management Applications</b>				
User Productivity Kit for Hyperion Financial Management Plus				
(up to 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	70,000	15,400.00	UPK Module	not applicable
User Productivity Kit for Hyperion Planning Plus				
(up to 4K employees and/or \$1 billion in revenue)	35,000	7,700.00	UPK Module	not applicable
(over 4K employees and/or \$1 billion in revenue)	70,000	15,400.00	UPK Module	not applicable

## 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	25
Service Analytics, Fusion Edition	5,800	1,276.00	Application User	25
Contact Center Telephony Analytics, Fusion Edition	5,800	1,276.00	Application User	25
Marketing Analytics, Fusion Edition	5,800	1,276.00	Application User	25
Price Analytics	5,800	1,276.00	Application User	25
Partner Analytics, Fusion Edition	5,800	1,276.00	Application User	25
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	25
Financial Analytics, Fusion Edition	5,800	1,276.00	Application User	25
Procurement & Spend Analytics, Fusion Edition	5,800	1,276.00	Application User	25
Spend Classification	40,000	8,800.00	Application User	5
Project Analytics	5,800	1,276.00	Application User	25
Human Resources Analytics, Fusion Edition	5,800	1,276.00	Application User	100
<b>BI Applications for Oracle Data Integrator - ERP Analytics</b>				
Supply Chain and Order Management Analytics for Oracle Data Integrator	5,800	1,276.00	Application User	25
Financial Analytics for Oracle Data Integrator	5,800	1,276.00	Application User	25
Procurement & Spend Analytics for Oracle Data Integrator	5,800	1,276.00	Application User	25
Human Resources Analytics for Oracle Data Integrator	5,800	1,276.00	Application User	100
<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 Profitability 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
<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.

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

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

**\$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 AAP policies as disclosed in your annual report and/or regulatory filings.

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 of the CCR or the IAR. Oracle uses two different renewal adjustments: the Inflationary Adjustment Rate (IAR) and the Local Renewal Adjustment (LRA). Support for all licenses is adjusted by the greater of the LRA or the IAR. In all cases, any valid technical support cap included in a license agreement or ordering document that governs the licenses, limits the renewal adjustment. For more information on renewal adjustments, contact your Support Sales representative.

### **Advanced Customer Support**

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

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

### **Incident Server Support Packages**

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

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



**PeopleSoft Component Global Price List**  
October 21, 2010  
Software Investment Guide

	Component License Price	Software Update License & Support	License Metric	Minimum
<b>Customer Relationship Management</b>				
Banking Transactions	870	191.40	Application User	5
Bill Presentment and Account Management	1,750	385.00	Application User	5
Client Management	3,500	770.00	Application User	5
CRM Portal Pack	1,750	385.00	Application User	5
CTI Integration	2,295	504.90	Application User	5
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
HelpDesk Upgrade - Restricted License to Standard License	60	13.20	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
Partner Commerce	2,300	505.00	Application User	5
Partner Marketing	1,450	319.00	Application User	5
Partner Planning	870	191.40	Application User	5
Partner Platform	5,800	1,276.00	Application User	5
Partner Sales	1,450	319.00	Application User	5
Partner Service	870	191.40	Application User	5
Phone Number Administration	870	191.40	Application User	5
Policy and Claims Presentment	1,450	319.00	Application User	5
Real-Time Advisor	3,500	770.00	Application User	5
Sales	7,500	1,650.00	Application User	5
Service Center for Higher Education	15,250	3,355.00	Application User	5
Services Management	2,600	572.00	Application User	5
SmartViews	4,350	957.00	Application User	5
Strategic Account Planning	4,350	957.00	Application User	5
Support	13,795	3,034.90	Application User	5
Support for Customer Self Service	1,450	319.00	Application User	5
Support Upgrade - Restricted License to Standard License	2,900	638.00	Application User	5
TelSales	2,900	638.00	Application User	5
Workforce Communications	105	23.10	Employee	All Employees
<b>Supply Chain Management</b>				
Catalog Management	9,100	2,002.00	Application User	5
Collaborative Supply Management	3,650	803.00	Application User	5
Discrete Manufacturing	4,595	1,010.90	Application User	5
eProcurement	80	17.60	Application User	5
eSupplier Connection	9,195	2,022.90	Application User	5
Flow Production	1,050	231.00	Application User	5
Inventory	4,595	1,010.90	Application User	5
Inventory Policy Planning	13,800	3,036.00	Application User	5
Order Management	5,100	1,122.00	Application User	5
Product Configurator	3,800	836.00	Application User	5
Promotions Management	5,100	1,122.00	Application User	5
Purchasing	4,595	1,010.90	Application User	5
Services Procurement	2,995	658.90	Application User	5
Strategic Sourcing	9,195	2,022.90	Application User	5
Supplier Contract Management	6,895	1,516.90	Application User	5
Supply Chain Portal Pack	2,525	555.50	Application User	5
Supply Planning	12,300	2,706.00	Application User	5
<b>Asset Lifecycle Management</b>				
Asset Lifecycle Management Portal Pack	1,185	260.70	Application User	5
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

PeopleSoft Component Price List

Prices in USA (Dollar)

	Component License Price	Software Update License & Support	License Metric	Minimum
<b>ESA</b>				
Contracts	6,895	1,516.90	Application User	5
ESA Portal Pack	1,100	242.00	Application User	5
Expenses	6	1.32	Expense Report	1,000
Grants	7,125	1,567.50	Application User	5
Pay/Bill Management	5,395	1,185.90	Application User	5
Program Management	2,695	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>				
eSettlements	1,950	429.00	Application User	5
Financials	4,595	1,010.90	Application User	5
Financials Portal Pack	1,185	260.70	Application User	5
Transaction Billing Processor	1,595	350.90	Application User	5
Treasury	26,995	6,378.90	Application User	5
<b>HRMS</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
HRMS Portal Pack	12	2.64	Employee	All Employees
Human Resources	185	40.70	Employee	All Employees
Payroll	225	49.50	Employee	All Employees
Payroll Interface	70	15.40	Employee	All Employees
Payroll Interface Connector for ADP Connection	35	7.70	Employee	All Employees
Pension Administration	85	18.70	Employee	All Employees
Recruiting Solutions	75	16.50	Employee	All Employees
Stock Administration	58	12.76	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>Learning Solutions</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	35	7.70	FTE Student	All Students
Contributor Relations	1,350	297.00	Application User	5
Student Administration	185	40.70	FTE Student	All Students
Student Administration Integration Pack	17	3.74	FTE Student	All Students
<b>Portals</b>				
Applications Portal	500	110.00	Application User	5
<b>CRM Analytics (EPM)</b>				
CRM Warehouse	5,100	1,122.00	Application User	25
<b>Supply Chain Analytics (EPM)</b>				
Supply Chain Warehouse	5,100	1,122.00	Application User	25
<b>Workforce Analytics (EPM)</b>				
HCM Warehouse	5,100	1,122.00	Application User	100
<b>Financial/ESA Analytics</b>				
Financials Warehouse	5,100	1,122.00	Application User	25
Financials Warehouse for Public Sector and Higher Education	5,800	1,276.00	Application User	25
Project Portfolio Management	6,895	1,516.90	Application User	5
<b>Campus Solutions Analytics</b>				
Campus Solutions Warehouse	5,800	1,276.00	Application User	100

PeopleSoft Component Price List

Prices in USA (Dollar)

	Component License Price	Software Update License & Support	License Metric	Minimum
<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>Fusion Intelligence</b>				
Fusion Campus Solutions Intelligence for PeopleSoft Enterprise	3,500	770.00	Application User	100
<b>Governance, Risk, and Compliance</b>				
Oracle Governance, Risk, and Compliance Manager	4,595	1,010.90	Application User	40
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
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
<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 Financials Accounting Hub Integration Pack for PeopleSoft General Ledger	35,000	7,700.00	Processor	1
Oracle Retail Merchandising Integration Pack for PeopleSoft Enterprise Financials: Financial Operations Control	70,000	15,400.00	Processor	1
Oracle Utilities Customer Care and Billing Integration to PeopleSoft Enterprise Financials for General Ledger and Accounts Payable	35,000	7,700.00	Processor	1
Oracle Workforce Administration Integration Pack for PeopleSoft Human Resources	35,000	7,700.00	Processor	1
<b>Other</b>				
Oracle Tutor	570	125.40	Application User	50
<b>UPK</b>				
Oracle User Productivity Kit	17,500	3,850.00	UPK Developer	1
Oracle User Productivity Kit	60	13.20	UPK User	50
Oracle User Productivity Kit	30	6.60	UPK Employee	500
Oracle User Productivity Kit Professional	25,000	5,500.00	UPK Developer	1
Oracle User Productivity Kit Professional	80	17.60	UPK User	50
Oracle User Productivity Kit Professional	40	8.80	UPK Employee	500
<b>User Productivity Kit Content Materials for CRM</b>				
PeopleSoft Enterprise UPK HelpDesk for Human Resources (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 (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 (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 Price List

Prices in USA (Dollar)

	Component License Price	Software Update License & Support	License Metric	Minimum
<b>User Productivity Kit Content Materials for HRMS</b>				
PeopleSoft Enterprise UPK Absence Management (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 (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 (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 (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 (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 (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 (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 (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 (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 Human Resources (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 (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 (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 (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 Solutions</b>				
PeopleSoft Enterprise UPK Enterprise Learning 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

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 Financials/ESA Software</b>				
PeopleSoft Enterprise UPK Asset 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
PeopleSoft Enterprise UPK for Cash 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
PeopleSoft Enterprise UPK Contracts (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 Expenses (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 (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 (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 (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 (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 (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 (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 (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 eProcurement (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 (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 (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 (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 (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 Portals</b>				
PeopleSoft Enterprise UPK for Enterprise Portal (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 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

PeopleSoft Component Global Price List

Prices in USA (Dollar)

	Component License Price	Software Update License & Support	Licensing Metric	Minimum
<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 HRMS 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 HRMS 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	30,380.00	See Supplement	not applicable
<b>Business Objects - Not available for distribution by Oracle partner</b>				
Crystal Enterprise/Business Objects Enterprise for PeopleSoft Enterprise Additional Concurrent Access Licenses (bundles of 5)	28,800	6,336.00	See Supplement	not applicable

## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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.

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 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, 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: 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 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.

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

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

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

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

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

## GENERAL LICENSING RULES

### TERM DESIGNATION

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

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

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

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

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

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

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

## **ORACLE SUPPORT SERVICES**

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

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

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

### **Support Renewals**

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

### **Advanced Customer Support**

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

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

### **Incident Server Support Packages**

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

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

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

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

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

### **Extended Support**

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

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

Extended Support offers the following:

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

### **Sustaining Support**

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

Sustaining Support provides:

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

## **ORACLE 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 Global Price List**  
**Siebel CRM Component Pricing**  
December 17, 2010  
Software Investment Guide

## Siebel Pricing and Quoting Notes

**Siebel Applications ship with two technology options that customers select via eDelivery. The standard option is Siebel Business Applications. This is based on the SIA repository. All new customers must select this standard option.**

**The second media package, SEA, is offered for existing customers of the SEA repository. Existing SEA (aka HOR) customers can upgrade existing deployments to the newest SEA repository. Any existing customer on the SEA repository may upgrade to the SIA repository if they choose to (no cost), but they do not have to.**

**Note: the SIA repository = SEA + Industries so it is a superset.**

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.

## 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. Note that if the customer requires an industry solution, all users must have an industry base option (exceptions require HQAPP approval).

**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 first move to 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	



**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 licensed the Communications, Media & Energy base option and they wanted contracts functionality, they should license Siebel CME Contracts and not Siebel Contracts.

	License Price	Software Update License & Support	Licensing Metric	Minimum
<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>Siebel CRM General</b>				
Siebel Advanced Market Development Funds	500	110.00	Application User	
Siebel Anywhere	200	44.00	Application User	
Siebel Client Sync	85	18.70	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 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 Store-and-Forward Messaging	120	26.40	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 Deal Management	3,495	768.90	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	

Siebel CRM, Enterprise Edition

Prices in USA (Dollar)

	License Price	Software Update License & Support	Licensing Metric	Minimum
<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	
<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>				
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	

License Price	Software Update License & Support	Licensing Metric	Minimum
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**Siebel CRM Applications Pricing**  
**Siebel CRM - Employee Applications Not Requiring a Base**

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

**Siebel CRM Not Requiring a Base - General**

Oracle Contact Center Anywhere <i>per Application User</i>	2,900	638.00	Application User	25
<i>per 1K Transactions</i>	185	40.70	1K Transactions	400
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	

**Siebel CRM Not Requiring Base - Marketing and Loyalty**

Siebel Loyalty Service Agent Console	2,700	594.00	Application User	
Siebel Segment Manager Stand Alone	2,900	638.00	Application User	

**Siebel CRM Not Requiring Base - Customer Order Management**

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	

**Siebel CRM Not Requiring Base - HelpDesk**

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 CRM Partner Modules Not Requiring Partner Portal**

Siebel PRM Wireless Stand Alone	400	88.00	Registered User
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**Siebel CRM Applications Pricing  
Siebel CRM Web Channel**

	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 licensed the Communications, Media & Energy base option and they wanted contracts functionality, they should license Siebel CME Contracts and 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	575	126.50	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	
<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 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 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 licensed the Communications, Media & Energy base option and they wanted contracts functionality, they should license Siebel CME Contracts and 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 licensed the Communications, Media & Energy base option and they wanted contracts functionality, they should license Siebel CME Contracts and 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 Personalized Content Delivery	3,500	770.00	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 Adverse Events and Complaints	17,500	3,850.00	Application User	
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 licensed the Communications, Media & Energy base option and they wanted contracts functionality, they should license Siebel CME Contracts and 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 Web Marketing	115,000	25,300.00	Processor	
Siebel OGC eSales	57,500	12,650.00	Processor	
Siebel OGC eService	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	Application 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 licensed the Communications, Media & Energy base option and they wanted contracts functionality, they should license Siebel CME Contracts and 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 licensed the Communications, Media & Energy base option and they wanted contracts functionality, they should license Siebel CME Contracts and not Siebel Contracts.

	License Price	Software Update License & Support	Licensing Metric	Minimum
<b>Siebel Public Sector General</b>				
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>				
Siebel Public Sector E-Support	175,000	38,500.00	Processor	2
<b>Siebel Public Sector Customer Portal</b>				
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>				
Siebel Public Sector Partner Portal	500	110.00	Registered User	

## Complementary Applications to Siebel CRM

### Siebel CRM, Enterprise Edition 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, Enterprise Edition 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, Enterprise Edition 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
<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 SAP Java Connector	100,000	22,000.00	Processor	
Oracle Policy Automation Connector for SAP Java Connector	600	132.00	Application User	500



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

*Note: The Siebel User Productivity Kit for Oracle Customer Hubs module covers the product formerly named Siebel Universal Customer Master.*

	License Price	Software Update License & Support	Licensing Metric	Minimum
<b>UPK</b>				
Oracle Tutor	570	125.40	Application User	50
Oracle User Productivity Kit (UPK)	17,500	3,850.00	UPK Developer	
Oracle User Productivity Kit (UPK)	60	13.20	UPK User	50
Oracle User Productivity Kit (UPK)	30	6.60	UPK Employee	500
Oracle User Productivity Kit Professional	25,000	5,500.00	UPK Developer	
Oracle User Productivity Kit Professional	80	17.60	UPK User	50
Oracle User Productivity Kit Professional	40	8.80	UPK 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, Enterprise Edition Applications Pricing**  
**Oracle Master Data Management Applications**

Licensing Customer Hub provides rights to use Oracle Customer Data Hub (CDH) and/or Siebel Universal Customer Master (UCM). If running both, licenses for the sum total of item records managed across the 2 products must be purchased. Licensing Product Hub provides rights to use Product Information Master (PIM) Data Hub and/or Universal Product Master (UPM). Licensing MDM using the Record metric or Enterprise metric provides the rights for unlimited read-only access for MDM data through the licensed hub.

	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>				
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
option: Hyperion Data Relationship Management for Customer Hub	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>				
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>				
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
<b>Master Data Management - Data Quality</b>				
Oracle Data Quality Address Validation Server	63,300	13,926.00	Processor	4
Oracle Data Quality Matching Server	125,000	27,500.00	Processor	4
Oracle Data Quality Parsing and Standardization Server	150,000	33,000.00	Processor	4
Oracle Data Quality Profiling Server	150,000	33,000.00	Processor	4
Oracle Product Data Quality	150,000	33,000.00	Processor	4

**Recommended Siebel Options**

The options listed below are suggested MDM options when running Siebel UCM and are listed here for reference only. Pricing for Data Quality is found in the "Siebel CRM General" section and pricing for Tools is found in the "Siebel CRM Tools and Servers" section of the Siebel price list.

Siebel Data Quality

Siebel Tools

Siebel Test Automation Interfaces

**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.

**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.

**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.

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

**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.

**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.

**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.

**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 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.

**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 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.

**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.

**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:** 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, 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.

**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.

**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 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 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.

**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.

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

**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. 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). **You may not exceed the licensed number of transactions during a 12 month period unless you acquire additional transaction licenses from Oracle.**

**\$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.

**\$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.

**\$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.

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

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 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.

**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 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 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.

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.

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.

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 Universal Case Master Applications are licensed based on the number of unique Case Records which you may store in the Siebel Universal Case Master.

**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.

**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

**Advanced Customer Support**

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

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

**Incident Server Support Packages**

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

Oracle Database Server Support Package 2,300 USA (Dollar) for 10 incidents on one server:

Oracle Database Enterprise Edition, Oracle Database Standard Edition, Standard Edition One, Partitioning, Real Application Clusters, Advanced Compression

Oracle Application Server Support Package 1,150 USA (Dollar) for 10 incidents on one server:

Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Java Edition

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

**Customer Support Services Policies and Definitions**

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

**Extended Support**

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

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

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

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

Extended Support offers the following:

Updates, fixes and security alerts

Tax, legal and regulatory updates

Upgrade scripts

Technical support

Major product and technology releases

**Sustaining Support**

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

Sustaining Support provides:

Technical Support

Access to MetaLink/Customer Connection

Major product and technology releases

Pre-existing fixes

**ORACLE 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

September 7, 2010

Oracle Primavera Global Price List

Prices in USA (Dollar)

	License Price	Software Update License & Support	Metric	Minimums	Notes
<b>Products</b>					
Primavera P6 Enterprise Project Portfolio Management	2,750	605	Application User		
Primavera P6 Progress Reporter	255	85	Application User		
Primavera P6 Professional Project Management	2,500	550	Application User		
Primavera P6 Analytics	2,000	440	Application User	25	
Primavera Contract Management	2,000	440	Application User		
Primavera Earned Value Management	10,000	2,200	Application User		2
Primavera Risk Analysis	9,500	2,080	Application User		
Primavera Portfolio Management	2,900	838	Application User	50	
Primavera Capital Planning and Investment Control Budgeting	2,000	440	Application User	50	
Primavera P6 Reporting Database	25,000	5,500	Processor		
Primavera SureTrak	995	219	Application User		2
Primavera Contractor	1,295	285	Application User		2
<b>Integration Products</b>					
Primavera Inspire for SAP	90,000	19,800	Application User		
Primavera Web Services	500	110	Application User	10	5
<b>Application Integration Architecture</b>					
Project Portfolio Management Integration Pack for Primavera P6 and JD Edwards EnterpriseOne	70,000	15,400	Processor	1	3
Project Portfolio Management Integration Pack for Primavera P6 and Oracle E-Business Suite	70,000	15,400	Processor	1	3
<b>Grandfathered Products (Expires on December 31, 2010)</b>					
Primavera P3 Project Planner	2,500	550	Application User		2, 4
Primavera Evolve (Controlled Availability)	3,000	600	Application User		2, 3, 4
Primavera P6 Enterprise Project Portfolio Management (Pre 6.2)	2,750	605	Application User		4
Primavera P6 Professional Project Management (Pre 6.2)	2,500	550	Application User		4

**NOTES**

- <sup>2</sup> These products have limited technical support, which is described in Oracle's Technical Support Policies.
- <sup>3</sup> Please refer to the Primavera Controlled Availability (CA) questionnaire for the list of questions and approvers for sale of Primavera Evolve. CA questionnaire can be found on eSource at <http://esource.oraclecorp.com> -> Global Business Units -> PGBU -> Pricing Practices -> Controlled Availability
- <sup>4</sup> These products can only be sold as add-on licenses to existing customers (only through Dec 31, 2010). They cannot be sold to any new customers.
- <sup>5</sup> This product should be licensed by developers and end-users who are not licensed for Primavera P6 Enterprise Portfolio Management, and who need access to applications created using P6 Web Services and/or P6 Java APIs.



## 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. 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 Supplier Portal, and Oracle Services Procurement 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, 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.



**Oracle Primavera Global Price List Supplement**

September 7, 2010

Oracle Primavera Global Price List Supplement

Oracle Primavera Global Price List Supplement Included and Prerequisite Products

Certain Oracle products may need other Oracle products to be installed as a prerequisite for their operation. The following is a guide to products which are shipped with the license and products which require a separate license purchase. It is the responsibility of the Sales Representative and Contract Administrator to specify products included with a license but requiring separate order. Version numbers are indicated only where there is a specific version dependency.

Not all platforms have product availability in the same release.

Restricted Use Licenses may be used only to run and install the licensed Program with which they are included. Specific restrictions for such licenses are described in the Licensed Program's Documentation.

LICENSED PROGRAM	PRODUCT/EQUIPMENT INCLUDED WITH LICENSE & SHIPPED WITH ORACLE	PRODUCTS TO BE LICENSED SEPARATELY (PREREQUISITES)
<p><b>Prerequisites:</b></p> <p>Primavera P6 Enterprise Project Portfolio Management</p>	<p><b>Restricted-use:</b> WebLogic Server Standard Edition only allowed to run in WebLogic Server Standard Edition instances. No other web applications may be deployed in this instance of WebLogic Server Standard Edition. Restricted to only WebLogic Server Standard Edition features, not the WebLogic Server Enterprise Edition features or WebLogic Suite features. This does NOT include the use of clustering, coherence or EJBs. For example, if a customer wishes to cluster their Primavera P6 Enterprise Project Portfolio Management instance, that would trigger a full use license of WebLogic Server Standard Edition.</p> <p><b>Restricted-use:</b> JRockit JVM only used for Primavera P6 Enterprise Project Portfolio Management servers. This is a runtime license that does not allow customers to utilize JRockit JVM for other applications or instances.</p> <p><b>Restricted-use:</b> Universal Content Management Standard Edition only valid for workspaces or folders that are built from Primavera P6 Enterprise Project Portfolio Management. Only valid for repositories that store Primavera P6 Enterprise Project Portfolio Management documents, artifacts and work products. Creating any repositories, folders, workspaces, etc. manually outside of Primavera applications will trigger full use. Only licensed Primavera application users can access the repository. For example, creating a new experimental workspace or folder would trigger a full use license.</p> <p><b>Restricted-use:</b> Application Development Framework. This does not grant permission to customers to build, deploy or reuse Application Development Framework user interface components or applications.</p> <p><b>Restricted-use:</b> Oracle HTTP Server used for access outside corporate firewall and single sign-on (SSO). May not be used for any purposes outside of those requirements.</p> <p><b>Restricted-use:</b> EclipseLink used only for Primavera P6 Enterprise Project Portfolio Management persistence. Run-time only and may not be used to build any other applications.</p> <p>Other included components: P6 Power Client, Web Access Project Management, Portfolio Analysis, Capacity Planning, Progress Reporting/Timesheets, P6 Web Services, P6 Java APIs</p>	
<p>Primavera P6 Progress Reporter</p>	<p><b>Restricted-use:</b> WebLogic Server Standard Edition only allowed to run in WebLogic Server Standard Edition instances. No other web applications may be deployed in this instance of WebLogic Server Standard Edition. Restricted to only WebLogic Server Standard Edition features, not the WebLogic Server Enterprise Edition features or WebLogic Suite features. This does NOT include the use of clustering, coherence or EJBs. For example, if a customer wishes to cluster their Primavera P6 Progress Reporter instance, that would trigger a full use license of WebLogic Server Standard Edition.</p> <p><b>Restricted-use:</b> JRockit JVM only used for Primavera P6 Progress Reporter servers. This is a runtime license that does not allow customers to utilize JRockit JVM for other applications or instances.</p> <p><b>Restricted-use:</b> Application Development Framework. This does not grant permission to customers to build, deploy or reuse Application Development Framework user interface components or applications.</p> <p><b>Restricted-use:</b> Oracle HTTP Server used only for access outside corporate firewall and single sign-on (SSO). May not be used for any purposes outside of those requirements.</p> <p><b>Restricted-use:</b> EclipseLink used only for Primavera P6 Progress Reporter persistence. Run-time only and may not be used to build any other applications.</p>	<p>Primavera P6 Enterprise Project Portfolio Management</p>
<p>Primavera P6 Professional Project Management Primavera P6 Analytics</p>	<p>Other included equipment: P6 Power Client</p> <p><b>Restricted-use:</b> Primavera P6 Reporting Database.</p>	<p>Primavera P6 Enterprise Project Portfolio Management AND one of the following: Oracle Business Intelligence Suite Enterprise Edition Plus OR Oracle Business Intelligence Standard Edition One.</p>

LICENSED PROGRAMS	PRODUCT/COMPONENT INCLUDED WITH LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY (IF APPLICABLE)
<p>Products contained:</p> <p>Primavera Contract Management</p>	<p>Restricted-use: WebLogic Server Standard Edition only allowed to run in WebLogic Server Standard Edition instances. No other web applications may be deployed in this instance of WebLogic Server Standard Edition. Restricted to only WebLogic Server Standard Edition features, not the WebLogic Server Enterprise Edition features or WebLogic Suite features. This does NOT include the use of clustering or coherence. For example, if a customer wishes to cluster their Primavera Contract Management instance, that would trigger a full-use license of WebLogic Server Standard Edition.</p> <p>Restricted-use: JRockit JVM only used for Primavera Contract Management servers. This is a runtime license that does not allow customers to utilize JRockit JVM for other applications or instances.</p> <p>Restricted-use: Universal Content Management Standard Edition only valid for workspaces or folders that are built from Primavera Contract Management. Only valid for repositories that store Primavera Contract Management documents, artifacts and work products. Creating any repositories, folders, workspaces, etc. manually outside of Primavera applications will trigger full-use. Only licensed Primavera application users can access the repository. For example, creating a new departmental workspace or folder would trigger a full-use license.</p> <p>Restricted-use: Oracle HTTP Server used only for access outside corporate firewall and single sign-on (SSO). May not be used for any purposes outside of these requirements.</p> <p>Restricted-use: EclipseLink used only for Primavera Contract Management persistence. Run-time only and may not be used to build any other applications.</p>	
Primavera Earned Value Management		
Primavera Risk Analysis		
Primavera Portfolio Management	Other included components: Project Bridge for Microsoft Project Server 2009/2007 and Primavera P8, Fast Track for APM, Fast Track for PPM, Propose	
Primavera Capital Planning and Investment Control Budgeting	Other included components: Fast Track for OPC Budgeting, Fast Track for EWA	Primavera Portfolio Management
Primavera P8 Reporting Database		Primavera P8 Enterprise Project Portfolio Management
Primavera Sure Trac		
Primavera Contractor		
Integration Products:		
Primavera Inspire for SAP		
Primavera Web Services	<p>Only allowed to run in WebLogic Server Standard Edition instance. No other web applications may be deployed in this instance of WebLogic Server Standard Edition. Restricted to only WebLogic Server Standard Edition features, not the WebLogic Server Enterprise Edition features or WebLogic Suite features. This does NOT include the use of clustering, coherence or ESB. For example, if a customer wishes to cluster their Primavera P8 Web Services instance, that would trigger a full-use license of WebLogic Server Standard Edition.</p> <p>Restricted-use: Universal Content Management Standard Edition only valid for workspaces or folders that are built from Primavera Web Services. Only valid for repositories that store Primavera Web Services documents, artifacts and work products. Creating any repositories, folders, workspaces, etc. manually outside of Primavera applications will trigger full-use. Only licensed Primavera application users can access the repository. For example, creating a new departmental workspace or folder would trigger a full-use license.</p> <p>Other included components: P8 Web Services, P8 Java APIs</p>	Primavera P8 Enterprise Project Portfolio Management

LICENSED PROGRAM	PRODUCT/COMPONENT INCLUDED WITH LICENSE AND SHIPPED WITH ORDER AND PRODUCTS TO BE LICENSED SEPARATELY (IF APPLICABLE)	
<p><b>Application Integration Architecture</b></p> <p>Note: All Application Integration Architecture (AIA) products listed below include restricted-use rights of Oracle Technology and must adhere to the full-use rules noted in the column to the right.</p>	<p>All Application Integration Architecture (AIA) pre-built integrations include restricted-use licenses of supporting Oracle Technology products/components that can be used to configure, modify and extend the integration packs to meet customer's business requirements within the context of the delivered business processes and Application(s).</p> <p>However, full-use licenses of the necessary Oracle Technology products <b>will</b> be required if a customer wishes to do either of the following:</p> <ol style="list-style-type: none"> <li>1. Add another application system (a "new application") to the AIA pre-built integration (i.e., a new application beyond the original applications the AIA program provided integration for); or</li> <li>2. Use additional Enterprise Business Objects (EBO) from the Foundation Pack Library.</li> </ol> <p>1) In cases where an additional application system is added to the Application Integration Architecture pre-built integration, but no additional Enterprise Business Object is used from the Foundation Pack Library, full-use licenses of the following Oracle Technology products are required:</p> <ol style="list-style-type: none"> <li>i. WebLogic Suite (for use of Internet Application Server Enterprise Edition)</li> <li>ii. SOA Suite for Oracle Middleware</li> <li>iii. Data Integrator Enterprise Edition (when used in the pre-built integration)</li> <li>iv. Oracle Database Enterprise Edition</li> </ol> <p>Example: A customer buys the "Order-to-Cash" Process Integration Pack between Siebel CRM and Oracle E-Business Suite and now wants to add another system such as the customer's own "web-order portal" to support the same business process. This would be considered another application system and would require full-use licenses of the Oracle Technology products noted directly above. Another application system could also be another application instance, custom built, legacy or a third-party application system.</p> <p>2) In cases where an additional Enterprise Business Object from the Foundation Pack Library is used, full-use licenses of the following Oracle Technology products and AIA product are required:</p> <ol style="list-style-type: none"> <li>i. WebLogic Suite (for use of Internet Application Server Enterprise Edition)</li> <li>ii. SOA Suite for Oracle Middleware</li> <li>iii. Data Integrator Enterprise Edition (when used in the pre-built integration)</li> <li>iv. Oracle Database Enterprise Edition</li> <li>v. Application Integration Architecture Foundation Pack</li> </ol> <p>Example: A customer buys the "Order-to-Cash" Process Integration Pack between Siebel CRM and Oracle E-Business Suite and now wants to extend the integration to include a new business object, such as "Asset" or integration flow, such as "Payment Terms." This would require full-use licenses of the Oracle Technology products noted directly above.</p>	
<p>Note: Oracle Service Registry is an optional component for Application Integration Architecture Foundation Packs and/or Process Integration Packs. You can install and use AIA products without Oracle Service Registry. However, if a customer wants to use Oracle Service Registry to manage only AIA objects and services at runtime, a restricted-use license of Oracle Service Registry is included.</p> <p>The restricted use license of Oracle Service Registry allows customers to view/edit objects and services included with AIA products, if a customer wants to use Oracle Service Registry to manage other content than standard out-of-the-box AIA content, the purchase of a full-use license of Oracle Service Registry is required.</p> <p>Restricted-use license of Oracle Service Registry for AIA is limited to the following:</p> <ol style="list-style-type: none"> <li>I. Viewing and consuming Oracle AIA content (Oracle intellectual property) available with their licensed AIA Foundation Pack and/or Process Integration Packs. The pre-built AIA content includes: Services/Binding Templates (WSDL), Schemas (XSD) and Transforms (XSLT/XQUERY);</li> <li>II. Making limited modifications and extensions to the AIA content only in accordance with the AIA extension mechanism, and not for other purposes:</li> <ol style="list-style-type: none"> <li>1. Adding custom attributes to the AIA schemas</li> <li>2. Adding corresponding transforms for the custom attributes</li> <li>3. Modifying out-of-the-box AIA services taxonomy/categorization</li> <li>4. Modifying out-of-the-box AIA endpoint binding templates.</li> <li>5. Adding new namespaces or models to categorize (1) the out-of-the-box and (2) the extended Oracle AIA content</li> </ol> </ol> <p>Any of the following conditions would trigger the full-use license of Oracle Service Registry with AIA:</p> <ol style="list-style-type: none"> <li>I. Adding custom business services</li> <li>II. Adding new operation to an existing service</li> <li>III. Registering your own in-house services</li> <li>IV. Adding new namespaces or models to categorize customer specific content (from 1, 2, 3 above)</li> <li>V. Modifying attributes and other metadata in OSR other than through the AIA extension mechanism</li> </ol>		
<p>Project Portfolio Management Integration Pack for Primavera P6 and JD Edwards EnterpriseOne</p>	<p>See restricted-use and full-use information above.</p>	<p>See restricted-use and full-use information above.</p> <p>This product requires Primavera P6 Enterprise Project Portfolio Management and the following JD Edwards products: Inventory Management, Manufacturing Management, Technology Foundation, Financials, Project Costing, and Time and Labor (regardless if customer wants to consume time/costs). These applications are listed on the Oracle Primavera Global Price List and the JD Edwards Global Price List located on eSource at <a href="http://esource.oraclecorp.com">http://esource.oraclecorp.com</a> &gt; Price Lists &amp; Supplements.</p>
<p>Project Portfolio Management Integration Pack for Primavera P6 and Oracle E-Business Suite</p>	<p>See restricted-use and full-use information above.</p>	<p>See restricted-use and full-use information above.</p> <p>This product requires Primavera P6 Enterprise Project Portfolio Management and Oracle E-Business Suite Project Costing. These applications are listed on the Oracle Primavera Global Price List and the Oracle E-Business Suite Global Price List located on eSource at <a href="http://esource.oraclecorp.com">http://esource.oraclecorp.com</a> &gt; Price Lists &amp; Supplements.</p>

LICENSED PROGRAM	PRODUCT COMPONENT INCLUDED IN LICENSE & SHIPPED WITH ORDER	PRODUCTS TO BE LICENSED SEPARATELY (PREREQUISITES)
<b>Grandfathered Products (Requires rev. November 30, 2010)</b>		
Primavera P3 Project Planner		
Primavera Evolve (Contract Availability)		
Primavera P6 Enterprise Project Portfolio Management (P6 E2)		
Primavera P3 Professional Project Management (P6 E2)		

**Oracle Primavera Global Price List Supplement Migration Listings**

**Old Name Changes (for Price Lists)**

Old Name	New Name
Primavera Contract Manager	Primavera Contract Management
Primavera Cost Manager	Primavera Earned Value Management
Primavera Performer/Risk Expect	Primavera Risk Analysis
Primavera Contractor Deluxe	Primavera Contractor

**Name and Functional Changes**

Old Product	New Product

**Band/Tag Changes**

Old Product	Banded Into (release)
Primavera Prologix Primavera Bridge for Microsoft Project Server 2003/2007 and Primavera P6 Primavera Fast Track for APM Primavera Fast Track for PPM	Primavera Portfolio Management
Primavera Fast Track for CPIC Primavera Fast Track for EVIA	Primavera Capital Planning and Investment Control Budgeting

**Old Product** *Still sold*

Products Without Migration (product is still supported but not migration is offered)

Products Without Migration (product is no longer supported)

The Product Migration listing is not a complete list of migrations and is subject to change without notice.

**Attachment B:**  
**Oracle License Definitions and Rules, v121510**



## 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 (\$1,000,000) 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 (\$1,000,000) excluding taxes processed through the licensed program. For Oracle Self-Service E-Billing products, the Annual Revenue is equivalent to the total invoiced amount for all company accounts that have at least one enrolled user per billing period.

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

**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.

**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.

**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.

**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 (\$1,000,000) in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

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

**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.

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

**Employee User:** is defined as an individual authorized by you to use the 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:** Enterprise 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 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 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 Enterprise Employees. 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:** 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 (\$1,000,000) 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 (\$1,000,000) 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 (\$1,000,000) 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 (\$1,000,000) 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 (\$1,000,000) of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid).

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

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

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

**1K Invoice Line:** is defined as one thousand invoice line items processed by the program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless you acquire additional Invoice Line licenses from Oracle.

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

**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 (\$1,000,000) of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the program, then sold within the previous 12 months.

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

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

**Monitored User:** is defined as an individual who is monitored by an Analytics program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics program, every user of your licensed CRM Sales application program must be licensed. For the purposes of the Human Resources Compensation Analytics program, all of your employees must be licensed.

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

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

**MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription and MySQL Standard Edition Annual Subscription:** are defined as the right to use the specified program(s) in accordance with the applicable license metric and to receive Oracle Software Update License & Support for the specified program(s) for the term specified on the order. 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. At the end of the specified term, you may renew your subscription, if available, at the then current fees for the applicable 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 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 Siebel, Load Testing Accelerator for Oracle E-Business Suite and Load Testing Accelerator for 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 users of the database from which you capture data and (b) the users of the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

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

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

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

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

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

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

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

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

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

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

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

**\$M in Revenue:** is defined as one million U.S. dollars (\$1,000,000) 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 (\$1,000,000) 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 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.

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

**Registered User:** is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. Registered Users shall be business partners and/or customers and shall not be your employees.

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

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

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

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

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

**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.



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** *{This definition is also in the OLSA - this section may be deleted from this document if the definitions are kept with the OLSA}*

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 (\$1,000,000,000) of your latest published or internally available "Total Asset Value" defined per GAAP policies as disclosed in your annual report and/or regulatory filings.

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

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

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

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

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

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

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

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

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

Term Designation

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

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

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

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

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

#### **Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications**

**Failover:** Subject to the conditions that follow below, your license for the programs listed on the 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.

**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.

- Programs that contain “for Oracle Applications” in the program name are limited use programs. These limited use programs may only be used with “eligible” Oracle application programs that contain the following prefixes in the program name: Oracle Fusion, Oracle Communications\*, Oracle Media, Oracle Retail\*, Oracle Enterprise Taxation\*, Oracle Utilities\*, Oracle Financial Services\*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare\*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance and Oracle Primavera. All programs in the Oracle Business Intelligence Applications Global Price List are eligible except those with program name prefix “Hyperion”. 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>. 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 made in Java 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.
- 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, 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 Planning Plus program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.
- The license for the Hyperion Profitability and Cost Management program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs may only be used to access data from the Hyperion Profitability and Cost

Management program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.

- The license for the Hyperion Data Relationship Management program includes a limited use license for both the WebLogic Server Standard Edition and BPEL Process Manager programs. Such limited use license means that the WebLogic Server Standard Edition and BPEL Process Manager programs may only be used to enable workflow functions in order to process requests within the Hyperion Data Relationship Management program.
- You may run only one data repository of the Oracle Real User Experience Insight per server regardless of the number of processors that are licensed for a server.

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

<b>Program</b>	<b>Named User Plus Minimum</b>
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
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
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
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
Web Services Manager	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
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
WebCenter Suite	10 Named Users Plus per Processor
WebCenter Services	10 Named Users Plus per Processor
Universal Content Management Standard Edition	10 Named Users Plus per Processor
Universal Content Management	10 Named Users Plus per Processor
Imaging and Process Management	10 Named Users Plus per Processor
Content Conversion Server	10 Named Users Plus per Processor
Distributed Document Capture	10 Named Users Plus per Processor
Directory Services Plus	10 Named Users Plus per Processor

\*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.

<b>Program</b>	<b>Named User Plus Maximum</b>
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, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Database Vault, Data Profiling and Quality, Active Data Guard, Real Application Testing, Advanced Compression, Total Recall  <b>Database Enterprise Management*</b> - Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack for Oracle Database, Provisioning and Patch Automation Pack for Database, Data Masking Pack	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> - Diagnostics Pack for Oracle Middleware, WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition	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
<b>Hyperion Financial Data Quality Management Options</b> - Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality	Hyperion Financial Data Quality Management

Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP	
<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 JD Edwards Applications**

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

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

For the purpose of using Oracle Business Intelligence Publisher, Oracle will include a limited use license of Business Intelligence Publisher for use with JD Edwards EnterpriseOne programs. Any use of Business Intelligence Publisher outside of a JD Edwards EnterpriseOne program, such as with a your own "custom" applications as well as with other Oracle applications

(including but not limited to Siebel Applications, PeopleSoft Applications, and/or Oracle Applications) will require a full use license of Business Intelligence Publisher. Business Intelligence Publisher may be installed on an unlimited number of processors.

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

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

#### **Licensing Rules for Oracle E-Business Suite Applications**

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

#### **Licensing Rules for PeopleSoft Applications**

- 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.
- You may use Crystal Reports for PeopleSoft Enterprise for Unlimited Users solely in conjunction with PeopleSoft Enterprise programs you have licensed. For the purposes of this Crystal program, “Unlimited Users” means all users who are authorized



by you to use such program. This program is a third party program and it is also a supportable program. Oracle will deliver these programs to you per the delivery terms in your order.

- You may use Crystal Enterprise/BusinessObjects Enterprise for PeopleSoft Enterprise, 5 Concurrent Access Licenses, solely in conjunction with PeopleSoft Enterprise programs you have licensed. For the purposes of this Crystal program, a “Concurrent Access License” is a license for one person to access all features and functions of this program. A concurrent access license user is accessing the program from the time the concurrent access license user logs onto the program until the concurrent access license user exits or closes the program. You acknowledge that this program requires a web application server. This program is a third party program and it is also a supportable program. Oracle will deliver these programs to you per the delivery terms in your order.
- 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, Support for Customer Self Service, TeleSales
- 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>.
- The Community Portal program includes a license to use the PeopleSoft Enterprise Portal functionality for up to three sites (as defined in the program documentation).
- 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 Crystal Reports and/or 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 Crystal Reports and/or 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**

- For the purposes of the following Primavera programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, you acknowledge that you have both read and understand the limited Software Update License & Support services that are available for these programs, as described in Oracle’s Technical Support Policies.
- For purposes of the Primavera SureTrak and Primavera P3 Project Planner programs, you acknowledge that the agreement delivered to you with these programs (i.e., the Oracle License and Services Agreement), and not the end user license agreement contained in the product installation, governs the end user’s use of these programs
- For the purposes of the Primavera Web Services program, developers and end users who are not already licensed for Primavera P6 Enterprise Project Portfolio Management and who need access to applications created using P6 Web Services and/or P6 Java APIs, must be licensed for the Primavera Web Services program.

#### **Licensing Rules for Siebel Applications**

- 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.

#### **Licensing Rules for Programs Licensed per UPK Module**

- Oracle grants to you a non-exclusive, nontransferable license for your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for UPK Employees and/or UPK Users to use the underlying programs for your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to UPK Employees and/or UPK Users to use the underlying programs for your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You 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 UPK Users and that: (a) provide services to you concerning your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by you as those contained in this agreement.

#### **Licensing Rules for MySQL Programs**

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

**Attachment C:**  
**Oracle Software Technical Support Policies, v121410**

**NOTE:** This 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/support/collateral/oracle-technical-support-policies.pdf>.

# Oracle Software Technical Support Policies

Effective Date: 14-December-2010

## 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 authorized distributor.

To receive technical support as provided by Oracle Support Services ("OSS") and described in the Oracle Technical Support Levels section below, 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, 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 programs will be provided to you in writing.

Oracle will provide technical support in accordance with Oracle's privacy policy available at <http://www.oracle.com/html/services-privacy-policy.html>.

These Technical Support Policies may be referred to in former PeopleSoft agreements as the "Software Support Services Terms and Conditions", in former Siebel agreements as the "Maintenance Services Policy", in former Hyperion agreements as the "Standard Maintenance Program", in former Agile agreements as the "product support policy", in former BEA agreements as the "Support Services" policies, in former Haley agreements as the "Support Maintenance Agreement", in former mValent agreements as the "Maintenance and Technical Support Agreement", in former AmberPoint agreements as the "Maintenance and Support Schedule 2.0", and in former Phase Forward agreements as the "Phase Forward 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 changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).

## 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 ordering document or financing or payment contract with Oracle or an Oracle affiliate. Your 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 support.

## Support Period

Technical support is effective upon the effective date of your ordering document unless stated otherwise in your ordering document. 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 ordering document, Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"). All technical support services ordered for a support period and the related fees are non-cancelable and non-refundable. 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, or (ii) all of your licenses of a program that share the same source code\*\*. 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, and Internet Application Server Standard Edition One.
- WebLogic Server Enterprise Edition, WebLogic Server Standard Edition, WebLogic Suite, and Web Tier.

For purposes of clarification, 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 under Oracle's matching service level policy.

## 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 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**

In the event that technical support lapses or was not originally purchased, upon the commencement of technical support a reinstatement fee will be assessed. The reinstatement fee is equal to 150% of the last-paid support fee, or 150% of the last-published list technical support price for the licensed program less the applicable standard discount as published on the Oracle Store ("standard discount") in effect at the time of reinstatement if support was not originally purchased for the relevant programs, prorated from the date technical support is being ordered back to the date technical support lapsed (or the license order date if technical support was never purchased). Applicable renewal adjustments are applied. Once the reinstatement fee has been assessed, technical support for the year following the reinstatement period may be purchased for an additional technical support fee as calculated based on how long the licensed program has been unsupported ("go-forward support fee"). If the lapsed support period is less than 6 months, the go-forward support fee is calculated based on the last-published list technical support price less the applicable standard discount in effect at the time of reinstatement. If the lapsed support period is 6 months or greater, the go-forward support fee is calculated based on the last-paid support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an ordering document is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply. Applicable renewal adjustments are applied to the reinstatement fee and go-forward support fee.

## **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 of programs. 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 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.

With the order of Software Update License & Support, 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 updates 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.

### **Oracle Configuration Manager**

Oracle provides Oracle Configuration Manager (OCM) with some of its programs. The OCM is a tool that assists in the collection and transmission of your configuration data to Oracle to enable us to respond more efficiently to your service requests. The OCM tool will connect to Oracle over the internet. You may not receive a separate notice upon connection. You may turn the OCM tool off, however we strongly discourage this as it impedes our ability to provide services to you. More information on the tool is available at <http://www.oracle.com/technology/documentation/ocm.htm>. By using this tool, you consent to the transmission of your configuration information to Oracle.

OCM will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your software environment. Configuration data provided to Oracle by software tools will be stored in password-protected repositories. It will be used to assist in resolving service requests and to provide recommendations regarding configuration of your environment and deployment of programs. In addition, because the configuration information will be updated, it 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 for you.

### **Payment Plan, Financing, and Leasing Agreements**

Technical support fees due under payment plans, financing or leasing agreements between you and Oracle or an Oracle affiliate ("payment plan") are due and payable in accordance with the terms and conditions of such payment plan, but the technical support shall be ordered pursuant to the terms of the applicable ordering document.

### **Lifetime Support**

Lifetime Support consists of the following service levels:

- Premier Support (also referred to as, and will be documented on your ordering document as, "Software Update License & 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, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available, except as noted below.

Based on availability, support may be extended for an additional three years with Extended Support for specific releases.

Alternatively, support may be extended with Sustaining Support, which will be available for as long as you maintain technical support for your Oracle licenses.

Refer to the attached document titled "Lifetime Support Policy: Coverage for Server Technologies" (PDF) for specific server technology programs that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "Lifetime Support Policy: Coverage for Fusion Middleware" (PDF) for specific fusion middleware programs that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "Lifetime Support Policy: Coverage for Applications" (PDF) for specific application programs that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "Lifetime Support Policy: Coverage for Retail Applications" (PDF) for specific Retail application programs that are, or will be, covered by the Lifetime Support policy.

Notes:

1. Active Reasoning, ContextMedia, Notiva, and Sigma Dynamics, and other programs and releases that have already had desupport dates posted on My Oracle Support are excluded from the Lifetime Support policy.
2. For PeopleSoft Enterprise programs that have been retired under the previous 4-year support policy, Sustaining Support will be available for as long as you maintain technical support for these programs.
3. Tax updates and regulatory changes\* will be made available for up to six (6) years from the release date of the licensed software for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs. Upgrade scripts, new software patches, and fixes to the latest release will be made available for five (5) years from the release date of the licensed software for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs.

\*Tax updates and regulatory changes refers to those updates that address tax and/or regulatory changes which are generally made available to similarly situated licensees of PeopleSoft software, on a when and if available basis only.

4. Oracle's PeopleTools program, which was 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 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: 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.

5. For certain Oracle Retail application program releases\* prior to release 11, limited Premier Support will be available for seven years from when that release became generally available. For Oracle Retail applications for which Premier Support is not available, Sustaining Support will be available for as long as you maintain technical support for these programs.

\*formerly Retek, ProfitLogic, and 360 Commerce

6. Extended Support:

- (a) For supported customers whose Oracle application programs are only certified on Oracle9i Database Release 9.2 and the release for such application programs is currently supported under Premier Support or Extended Support, the Extended Support fee for Oracle9i Database Release 9.2 has been waived for the period August 1, 2008 to July 31, 2010. You will receive access to generally available fixes and critical patch updates ("CPUs") for such supported application programs running on the Oracle9i Database Release 9.2, at no additional cost other than your fees for Software Update License & Support (or any successor technical support offering to Software Update License & Support). A list of applications that are certified on Oracle9i Database Release 9.2 is available at <http://www.oracle.com/us/support/library/tsp-certified-applications-069327.pdf>.
- (b) For customers with current support contracts for Oracle9i Database Release 9.2 on the following platforms: Solaris SPARC (64 bit), Linux x86 (32 bit), IBM AIX, HP-UX Itanium, HP-UX PA-RISC, HP Tru64 UNIX, Microsoft Windows (32 bit), IBM z/OS on System z, and IBM Linux on System z, Extended Support will be available from July 2010 through July 2012. During this period, Extended Support will be limited to Severity 1 fixes only; Critical Patch Updates ("CPUs") will not be made available.
- (c) Extended Support for PeopleSoft Enterprise HRMS 8.8 has been extended one year, from December 2010 to December 2011.
- (d) For customers with a current support contract for the Programs listed below, the Extended Support fee has been waived for the program releases and periods as noted. During these periods, you will receive access to generally available fixes, tax\*, legal\*, and regulatory updates\*, and critical patch updates ("CPUs") at no additional cost other

than your fees for Software Update License & Support (or any successor technical support offering to Software Update License & Support).

<b>Program Release</b>	<b>Period of Extended Support Fee Waiver</b>
Oracle e-Business Suite 11i/10	December 2010 – November 2011
JD Edwards EnterpriseOne 8.11*	January 2010 – December 2010
Siebel CRM 7.8	June 2010 – May 2011
Oracle Database 10gR2	August 2010 – July 2011**
PeopleSoft Enterprise 8.9*	July 2009 – June 2011

\*Tax, legal, and regulatory updates are for the following program releases only: JD Edwards EnterpriseOne 8.11 and PeopleSoft Enterprise 8.9

\*\*For customers with current support contracts running Oracle Database 10gR2 on the following platforms: IBM Linux on System Z , IBM Linux on POWER Systems, HP OpenVMS Itanium, and Windows Itanium, the Extended Support Fee Waiver Period has been extended for one year; the Extended Support fee will be waived from August 2010 – July 2012.

For customers with current support contracts running Oracle Database 10gR2 on Linux Itanium, the Extended Support fee will be waived for three years; the Extended Support fee will be waived from August 2010 – July 2013. For the period of August 2013 – July 2015, Extended Support will continue to be available but will be at then-current fees. During this period, Extended Support will be limited to Severity 1 fixes only; Critical Patch Updates (“CPUs”) will not be made available.

- (e) For the first year of Extended Support for PeopleSoft Enterprise 9.0, the Extended Support fee will be waived.
- 7. For the first year of Sustaining Support for Oracle E-Business Suite Release 11i/9 (July 1, 2008 – June 30, 2009), Oracle will provide fixes for Severity 1 production bugs. No legislative updates will be provided with the exception of U.S. Tax Form 1099 updates for the 2008 tax year. For the second year of Sustaining Support for Oracle e-Business Suite Release 11i/9 (July 1, 2009 – June 30, 2010), Oracle will continue to provide fixes for Severity 1 production bugs. No legislative updates will be provided with the exception of U.S. Tax Form 1099 updates for the 2009 tax year. For the third year of Sustaining Support for Oracle E-Business Suite 11i/9 (July 1, 2010 – June 30, 2011), Oracle will continue to provide fixes for Severity 1 production bugs. No legislative updates or U.S. Tax Form 1099 updates will be provided.
- 8. Premier Support for the Lustre program will be available as follows:
  - a. For Lustre 1.6, Premier Support will be available through June 2010.
  - b. For Lustre 1.8, Premier Support will be available through June 2012.

### **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 under Premier Support are governed by Oracle's Lifetime Support policy. If Phase Forward programs are desupported, you will be notified of such desupport directly by Oracle. For all other Oracle programs, desupport information, including desupport dates, information about availability of Extended Support and Sustaining Support, and information about migration paths for certain features, is posted on My Oracle Support. Desupport information is subject to change. For Phase Forward programs, updated desupport information will be provided to you in writing. For all other Oracle programs, Oracle will provide updated desupport information on My Oracle Support.

## **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 of 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. Oracle does not warrant its performance of the technical support described herein if you do not provide such access at Oracle's request.

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 application, hardware platform, framework, database, and/or operating system configuration to continue receiving technical support services from Oracle.

## **PeopleSoft and JD Edwards Release Information**

Release information for PeopleSoft Enterprise and JD Edwards EnterpriseOne programs is available in the attached table titled, "[Release Types for PeopleSoft Enterprise and JD Edwards EnterpriseOne Applications](#)" (PDF).

## **Hyperion-Specific 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.

**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've licensed to your 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.

**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
- Upgrade scripts

- Certification with most new third-party products/versions
- 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 or MySQL Customer Support Center (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Non-technical customer service during normal business hours
- For MySQL programs, web-based support is provided through MySQL Customer Support Center. For all other Oracle programs web-based support is provided through My Oracle Support.

Software Update License & Support for 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 within the last six (6) months; 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 four (4) years from the date a release of the Oracle Linux program becomes generally available. After four (4) years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide such hardware certification.

Due to the unique constraints of the early releases of former Retek, ProfitLogic, and 360 Commerce retail applications, limited Software Update License & Support will be available for certain releases prior to release 11. The Limited Software Update License & Support will consist of:

- Program updates and fixes
- Major product and technology releases
- 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

Limited Software Update License & Support will be available for the following Moniforce programs: webSensor Enterprise and webProbe. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests during normal business hours.
- Access to My Oracle Support (24 x 7 web-based customer support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Limited Software Update License & Support will be available for the Phase Forward programs. The limited Software Update License & Support will consist 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/corporate/Acquisitions/phaseforward/support-176416.html>
- Non-technical customer service during normal business hours

Software Update License & Support for the Oracle Financial Services Software ("OFSS") product lines is provided pursuant to the OFSS Technical Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

### 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.

Program releases eligible for Extended Support will receive Software Update License & Support limited to the following, except as specified below for Oracle Linux and Java program releases:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates
- Upgrade scripts
- 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 or [MySQL Customer Support Center](#) (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

*Oracle Linux* - Extended Support is not available for the Oracle Linux programs.

*Java* - Java program releases eligible for Extended Support will receive Java Premier Support limited to the following:

- Program updates and fixes
- Upgrade tools
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and document 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
- Non-technical customer service during normal business hours

### Sustaining Support

Sustaining Support will be available after Premier Support expires. Program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following, except as specified below for Oracle Linux, Java, and OpenOffice.org program releases:

- Program updates, fixes, security alerts, and critical patch updates created during the (i) Premier Support period, (ii) Extended Support period for those customers who acquired Extended Support. Customers who do not maintain Extended Support but acquire

Sustaining Support will receive the items listed in (i) immediately above, as well as items listed in (ii) but only after the Extended Support period ends.

- Tax, legal, and regulatory updates created during the Premier Support period
- Upgrade scripts created during the Premier Support period
- 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 or MySQL Customer Support Center (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

*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

\*Refer to the attached "Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM" (PDF) document for specific Oracle Linux program releases and the dates in which the above service deliverables are expected to be available.

Sustaining Support for the Oracle Linux programs does not include:

- Hardware certification
- Backport of fixes
- Access to new patches, fixes, and security alerts

*Java* - Java program releases eligible for Sustaining Support will receive Java Premier Support limited to the following:

- Program updates and fixes created during the (i) Premier Support period, (ii) Extended Support period for those customers who acquired Extended Support. Customers who do not maintain Java Extended Support but acquire Java Sustaining Support will receive the items listed in (i) immediately above, as well as items listed in (ii) but only after the Extended Support period ends.
- Upgrade tools created during the Premier Support period
- 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 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 program releases does not include:

- New program updates and 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

*OpenOffice.org* – OpenOffice.org program releases eligible for Sustaining Support will receive OpenOffice.org Premier Support limited to the following:

- Program updates and fixes created during the Premier Support period
- Unlimited Service Requests
- 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

Sustaining Support for the OpenOffice.org program releases does not include:

- New program updates and fixes
- 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

Because program releases supported by 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.

### Priority Service

Priority Service is available for program releases receiving Premier, Extended, or Sustaining Support. Priority Service consists of:

- **Prioritization of Service Requests:** Service requests will be prioritized above service requests of the same severity level submitted by Premier Support customers
- **Service Request Response Guidelines:** Reasonable efforts will be made to respond to your service requests per the following guidelines:
  - 90% of Severity 1 service requests within 1 hour (available 24x7)
  - 90% of Severity 2 service requests within 2.5 local business hours
  - 90% of Severity 3 service requests within the next local business day
  - 90% of Severity 4 service requests within the next local business day
- Time-based internal escalations for Severity 1 and Severity 2 service requests
- An Oracle Service Delivery Manager ("SDM") who will serve as your designated point of contact for Severity 1 and mutually agreed upon Severity 2 service requests (collectively, "critical service requests") and who will communicate with you in a local language. The role of the SDM is to provide assistance in managing critical service requests as follows:
  - Defining your service request priorities,
  - Coordinating a virtual team of Oracle Support delivery contributors, including your customer contact(s), to aid in the resolution of critical service requests,
  - Defining responsibilities, outstanding actions and the related action plan for resolving critical service requests,
  - At your request, helping to execute specific tasks on a critical service request managed by Oracle Support,
  - Monitoring the virtual team activity and escalating critical service requests within Oracle Support and/or to your management as necessary,
  - Organizing communication between team members as necessary, and
  - Communicating the status of your critical service requests to your customer contact(s) and senior management.
- Prioritization of defects to Oracle's Product Development team for product bugs initiated for the resolution of service requests



- Monthly Service Request reviews
- Joint Contact and Escalation Guide
- Environment Configuration Guide
- 24x7 access to a customer-specific web portal
- Quarterly service reviews
- Pre-recorded orientation session
- Priority access to Oracle-sponsored events, as made available to Priority Service customers
- Access to monthly web conference sessions delivered in English featuring Oracle product technology experts

At Oracle's discretion, Oracle may temporarily substitute or permanently replace the SDM assigned to you; however, Oracle will use reasonable efforts to minimize any such substitution or removal of your SDM. Oracle will not assign an SDM who does not speak your local language without your prior consent.

In order to acquire Priority Service for a license set, you must acquire Software Update License & Support for that license set. 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.

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.

### **Priority Service Desk**

Priority Service Desk is available for program releases receiving Premier, Extended, or Sustaining Support. Priority Service Desk consists of:

- **Prioritization of Service Requests:** Service requests will be prioritized above service requests of the same severity level submitted by Premier Support customers
- **Service Request Response Guidelines:** Reasonable efforts will be made to respond to your service requests per the following guidelines:
  - 90% of Severity 1 service requests within 1 hour (available 24x7)
  - 90% of Severity 2 service requests within 2.5 local business hours
  - 90% of Severity 3 service requests within the next local business day
  - 90% of Severity 4 service requests within the next local business day
- **Time-based internal escalations for Severity 1 and Severity 2 service requests**
- **Access to English speaking Oracle Service Delivery Managers ("SDM") who are available to assist with Severity 1 and mutually agreed upon Severity 2 service requests (collectively, "critical service requests").** The role of the SDM team is to provide assistance in managing critical service requests as follows:
  - Defining your service request priorities,
  - Coordinating a virtual team of Oracle Support delivery contributors, including your customer contact(s), to aid in the resolution of critical service requests,
  - Defining responsibilities, outstanding actions and the related action plan for resolving critical service requests,
  - At your request, helping to execute specific tasks on a critical service request managed by Oracle Support,
  - Monitoring the virtual team activity and escalating critical service requests within Oracle Support and/or to your management as necessary,
  - Organizing communication between team members as necessary, and
  - Communicating the status of your critical service requests to your customer contact(s) and senior management.

- Prioritization of defects to Oracle's Product Development team for product bugs initiated for the resolution of service requests
- Monthly Service Request reviews
- Joint Contact and Escalation Guide
- Environment Configuration Guide
- 24x7 access to a customer-specific web portal
- Quarterly service reviews
- Pre-recorded orientation session
- Priority access to Oracle-sponsored events, as made available to Priority Service Desk customers
- Access to monthly web conference sessions delivered in English featuring Oracle product technology experts

In order to acquire Priority Service Desk for a license set, you must acquire Software Update License & Support for that license set. If you have maintained Software Update License & Support and want to purchase Priority Service Desk for a license set, the licenses do not need to be migrated to current license metrics to do so.

Priority Service Desk is not subject to the Reinstatement policies stated above. Priority Service Desk is not available for all programs. Please contact your Support Sales Representative for service availability.

### **Incident Server Support Package**

Incident Server Support provides web-based technical support on a per server basis in packages of 10 service requests, and is available for as long as Premier Support is available for your Oracle licenses. Incident Server Support for a program may only be acquired with the initial program license purchase and, if acquired, may be renewed for subsequent support periods. 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 want to obtain Software Update License & Support, it will be subject to Oracle's reinstatement policies in effect at the time of reinstatement. Incident Server Support is available for the following limited product sets, across all platforms:

- Oracle Database Server Support Package: Oracle Database Enterprise Edition, Oracle Database Standard Edition, Oracle Database Standard Edition One, Partitioning, Real Application Clusters, Advanced Compression
- Oracle Application Server Support Package: Internet Application Server Enterprise Edition Internet Application Server Standard Edition, Internet Application Server Standard Edition One

Incident Server Support Packages are valid for one year from the date of purchase. Any unused service request(s) expire at the end of such term. Access to My Oracle Support expires at the same time the final service request is resolved. Your service request total will not be decreased by the number of service requests initiated for the resolution of a product bug. Incident Server Support includes:

- 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

### **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:

- 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.

### **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:

- 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.

### **Java Premier Support**

Java Premier Support is available for the Java programs. Java Premier Support consists of:

- Program updates and fixes
- Upgrade tools
- 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

### **OpenOffice.org Premier Support**

OpenOffice.org Premier Support is available for the OpenOffice.org programs. OpenOffice.org Premier Support consists of:

- Program updates and fixes
- 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
- 24x7 access to Oracle Unbreakable Linux Network

### **Lustre Support**

Lustre Support is available for customers who have acquired Lustre 1.6 and 1.8. Lustre Support consists of:

- Access to patches, fixes, security alerts, and 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

Lustre Support does not include:

- Upgrades to other Lustre program releases

### **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 (<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.

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

North American Payroll Tax Updates is available for programs eligible to receive Sustaining Support. Customers who acquire North American Payroll Tax Updates will receive a tax year of tax updates for Oracle payroll applications.

In order to acquire North American Payroll Tax Updates, your licensed programs must be currently supported with Software Update License & Support. If you have maintained Software Update License & Support and want to acquire North American Payroll Tax Updates, the licenses do not need to be migrated to current license metrics to do so. North American Payroll Tax Updates will be delivered through My Oracle Support.

When offered, North American Payroll Tax Updates may be acquired for up to two (2) years from the availability of Sustaining Support for the applicable Oracle program release. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above. 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 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>.

### **Sun Technical Support Services**

Oracle will make available for a limited time certain technical support offerings that were previously offered by Sun Microsystems. These technical support offerings are governed by the Sun Software Technical Support Policies. Information about these offerings is available at <http://www.sun.com/servicelist/>.

## **WEB-BASED CUSTOMER SUPPORT SYSTEMS**

The following policy for My Oracle Support applies to all Oracle product lines except Phase Forward and MySQL programs:

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 applies to MySQL programs only:

Access to MySQL Customer Support Center is governed by the Terms of Use posted on the MySQL Customer Support Center web site. The Terms of Use are subject to change and a copy of these terms is available upon request. Access to MySQL Customer Support Center is limited to your designated technical contacts.

### **Oracle Unbreakable Linux Network**

Access to the Oracle Unbreakable Linux Network is included with Software Update License & Support for the Database Firewall and Database Firewall Management Server programs and OpenOffice.org Premier Support.

## **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 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).

## **ADDITIONAL TOOLS**

Oracle may make available software tools (such as tools to assist in the collection and transmission of configuration data) and web-based tools (such as tools that enable Oracle, with your consent, to access your computer system) to aid in the resolution of service requests. Such tools may be used only in connection with supported program licenses, and use of the tools will be subject to any additional license and other terms provided with the tools.

## **SEVERITY DEFINITIONS**

Service requests for all other supported Oracle programs may be submitted by you online through Oracle's web-based customer support systems, by email, or by telephone. The service request severity level is selected by you and Oracle and should be based on the following severity definitions:

### **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

For all supported Oracle programs, other than Moniforce webSensor Enterprise and webProbe programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour.

For Moniforce webSensor Enterprise and webProbe programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) business day during local business hours,

excluding holidays; local business hours are Monday through Friday 8:00 A.M. to 6:00 P.M. Central European Time.

24 Hour Commitment to Severity 1 Service Requests for all supported Oracle programs other than Moniforce webSensor Enterprise and webProbe programs: 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 pager, 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.

**CONTACT INFORMATION**

Phone numbers and contact information can be found on Oracle's support web site at <http://www.oracle.com/support/contact.html>.

ORACLE America, Inc.  
500 Oracle Parkway  
Redwood City, CA 94065

Subject: Change Order No. 5

This Change Order No. 5 is for the following changes to the Agreement 47446-6:

1. Update the Table of Contents with additional Exhibits, and revise some Exhibit page numbers.
2. Revise Exhibit A Statement of Work (SOW) as follows:
  - Page 1 of 4 - : Section 1. **SOFTWARE** is replaced with the following:  
“The Contractor will provide new Software licenses and renew Software Maintenance for nine (9) years from September 25, 2005 through September 24, 2014 with two (2) one-year extension options, as set forth in Section 20 of the Agreement. Included are perpetual license fees and Software Maintenance fees.”
  - Page 1 of 4 - : Section 2. **FEES** is replaced with the following:  
“The total fees for this Statement of Work are \$36,700,000 as detailed in Section 7. FEE SUMMARY. The FEE SUMMARY includes actual and proposed expenditures for Software Licenses and Maintenance for year September 2005 through September 2014. For years 2015 through 2016, estimated purchases of additional Software Licenses and Maintenance are listed in the FEE SUMMARY **which may or may not be purchased** at the Department’s sole discretion. The Department incurs no liability if the new Software Licenses and Maintenance are not purchased.”
  - Page 1 of 4 - : Revise Section 3. **SCHEDULE** to add new Oracle ordering documents for software licenses and new Oracle Support Renewal document for software support and update maintenance.
  - Page 1 of 4 - : The first paragraph of Section 5. **MAXIMUM** is replaced with the following:  
“The Statement of Work amount is \$36,700,000. In no event shall the total amount of all expenditures under this Agreement exceed \$36,700,000.”
  - Pages 2 to 4 of 4 - : Revise Section 7. **FEE SUMMARY** to report actual software licenses purchased, future software support and update, also to estimate future software licenses requirements.
3. Revise Exhibit K1 page no. from 46 to 45.A.
4. Revise Exhibit K2 page no. from 47 to 45.B.
5. Add Exhibit K3 - New documents added as described in the revised SOW.
6. Revise Exhibit L page no. from 48 to 46.
7. Add Exhibit L1 - New documents added as described in the revised SOW.
8. Revise Exhibit M page no. from 49 to 47.

The effective date of these changes is the same date as the Amendment 1 of Agreement 47446-6.

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**Exhibit A**  
**STATEMENT OF WORK**  
**REVISED: January 11, 2011**

**1. SOFTWARE**

The Contractor will provide Software Licenses and Software Maintenance for new and existing Software for a total of nine years from September 25, 2005 through September 24, 2014. Thereafter, the parties may optionally extend the Agreement by two additional one-year terms until September 24, 2016.

**2. FEES**

The total fees for Amendment No. 1 are Thirty-Six Million Seven Hundred Thousand dollars (\$36,700,000) as detailed in Section 7, FEE SUMMARY. The Fee Summary includes actual and proposed expenditures for Software licenses and maintenance services from September 2011 through September 2016 **which may or may not be purchased** at the LADWP's sole discretion. The LADWP shall not incur liability if the new Software Licenses and Maintenance are not purchased.

**3. SCHEDULE**

The items to be purchased under this Statement of Work are defined in the following documents:

- a) ORACLE ORDERING DOCUMENT IN EXHIBIT K
- b) ORACLE ORDERING DOCUMENT IN EXHIBIT K1
- c) ORACLE ORDERING DOCUMENT IN EXHIBIT K2
- d) ORACLE SUPPOR RENEWAL DOCUMENT IN EXHIBIT L
- e) ORACLE ORDERING DOCUMENT IN EXHIBIT K3 (new)
- f) ORACLE SUPPORT RENEWAL DOCUMENT IN EXHIBIT L1 (new)

**4. MINORITY BUSINESS ENTERPRISE SUBCONTRACTING PARTICIPATION:**

Oracle will sub-contract with a State-Certified MBE/WBE contract mutually agreeable to the LADWP and Oracle, using Oracle's standard service provider contract terms. The subcontractor will provide product training and mentoring for the LADWP. The value of the sub-contract will be 3.495% of the net licenses fees listed herein.

**5. MAXIMUM**

The Statement of Work total amount is Thirty-Six Million Seven Hundred Thousand dollars (\$36,700,000), which includes the Twenty-Eight Million Seven Hundred Thousand dollars (\$28,700,000) for Amendment No.1 to the Agreement. The LADWP may elect at its sole discretion to make additional purchases during the term of this Agreement.

**6. PRICING AND DISCOUNT TERMS**

Replaced by this Amendment

**Note: Price discounts must be noted in new Ordering Document/Quote**

7. FEE SUMMARY

Description	CSI	# years maint	Support start	Support end	Net License Total	Net Support 12 months	Total	Payment Status
RAC+Tech Maintenance from 47357-5	13592718		25-Sep					
DBEE, RAC, spacial (Water 60)	14188032		29-Sep					
Maintenance from 47357-5								
Before 2005 Contract 47357-5								
						\$426,623.31		
2005 Sept - 2006 Sept								
DBEE (1316 named, 50 Personal)	14598205	0	25-Sep-05	24-Sep-05	\$572,284.80	\$125,902.66	\$598,187.46	
Maintenance from 47357-5	13592718		2005Sep	2006Sep		\$426,623.31	\$426,623.31	
2005 Sept - 2006 Sept Total					\$572,284.80	\$552,525.97	\$1,124,810.77	Paid
2006 Sept - 2007 Sept								
BPEL (for HR project)	15172722	0	7-Nov-06	6-Nov-07	\$55,800.00	\$12,276.00	\$68,076.00	
DBEE (1316 named, 50 Personal)	14598205	1	25-Sep-06	24-Sep-07		\$125,902.66	\$125,902.66	
Maintenance from 47357-5			2006Sep	2007Sep		\$426,623.31	\$426,623.31	
2006 Sept - 2007 Sept Total					\$55,800.00	\$564,801.97	\$620,601.97	Paid
2007 Sept - 2008 Sept								
IASEE (IPS Application server named)	15577735	0	8-Aug-07	7-Aug-08	\$27,000.00	\$5,940.00	\$32,940.00	
BI DBEE(Database for CRM & IPS)	15810920	0	25-Feb-08	24-Feb-09	\$413,596.00	\$90,990.90	\$504,585.90	
IDM (Identity Management suites)	15914979	0	7-May-08	6-May-09	\$505,691.50	\$115,375.37	\$621,066.87	
Hyperion 9	15539154		30-Mar-08	29-Mar-09		\$93,099.19	\$93,099.19	
BPEL (for HR project)	15172722	1	7-Nov-07	6-Nov-08		\$12,276.00	\$12,276.00	
DBEE (1316 named, 50 Personal)	14598205	2	25-Sep-07	24-Sep-08		\$125,902.66	\$125,902.66	
Maintenance from 47357-5			2007Sep	2008Sep		\$426,623.31	\$426,623.31	
2007 Sept - 2008 Sept Total					\$946,286.50	\$870,207.43	\$1,816,493.93	Paid
2008 Sept - 2009 Sept								
Essbase+BI (Business Intelligence with Siebel and Hyperion Essbase migration)	15810920	0	29-Nov-08	28-Nov-09	\$540,465.69	\$192,114.25	\$732,579.94	
UCM (Universal Content Management with Stellent migration)	16235855	0	4-Feb-09	3-Feb-10	\$134,597.77	\$61,072.63	\$195,670.40	
Primavera Sure Trak	16288889		12-Feb-09	11-Feb-10		\$114.33	\$114.33	
Hyperion 9	15539154		30-Mar-09	29-Mar-10		\$79,129.26	\$79,129.26	
IASEE (IPS Application server named)	15577735	1	8-Aug-08	7-Aug-09		\$5,940.00	\$5,940.00	
BI DBEE(Database for CRM & IPS)	15810920	1	25-Feb-09	24-Feb-10		\$90,990.90	\$90,990.90	
IDM (Identity Management suites)	15914979	1	7-May-09	6-May-10		\$115,375.37	\$115,375.37	
BPEL (for HR project)	15172722	2	7-Nov-08	6-Nov-09		\$12,276.00	\$12,276.00	
DBEE (1316 named, 50 Personal)	14598205	3	25-Sep-08	24-Sep-09		\$125,902.66	\$125,902.66	
Maintenance from 47357-5			2008Sep	2009Sep		\$438,422.01	\$438,422.01	
2008 Sept - 2009 Sept Total					\$675,063.46	\$1,122,337.41	\$1,797,400.87	Paid
2009 Sept - 2010 Sept								
WebCenter suites & WebLogic Processor	16704964	0	26-Feb-10	25-Feb-11	\$165,000.00	\$36,300.00	\$201,300.00	
Primavera P6 35	16568754		30-Nov-09	29-Nov-10	\$57,750.00	\$12,705.00	\$70,455.00	
Primavera Sure Trak	16288889		12-Feb-10	11-Feb-11		\$117.76	\$117.76	
Primavera P3 (5)	16290734		22-Aug-09	21-Aug-10		\$4,109.70	\$4,109.70	Paid
BEA (Web Logic)	B-277463		28-Nov-09	27-Nov-10		\$26,203.20	\$26,203.20	Paid
Primavera P3 Non Crypt Key	16293573		13-Nov-09	12-Nov-10		\$519.12	\$519.12	Paid
Hyperion 9	15539154		30-Mar-10	29-Mar-11		\$61,503.14	\$61,503.14	
Essbase+BI (Business Intelligence with Siebel and Hyperion Essbase migration)	15810920	1	29-Nov-09	28-Nov-10		\$192,114.25	\$192,114.25	Paid
UCM (Universal Content Management with Stellent migration)	16235855	1	4-Feb-10	3-Feb-11		\$61,072.63	\$61,072.63	
IASEE (IPS Application server named)	15577735	2	8-Aug-09	7-Aug-10		\$5,940.00	\$5,940.00	Paid
BI DBEE(Database for CRM & IPS)	15810920	2	25-Feb-10	24-Feb-11		\$90,990.90	\$90,990.90	
IDM (Identity Management suites)	15914979	2	7-May-10	6-May-11		\$115,375.37	\$115,375.37	
BPEL (for HR project)	15172722	3	7-Nov-09	6-Nov-10		\$12,276.00	\$12,276.00	Paid
DBEE (1316 named, 50 Personal)	14598205	4	25-Sep-09	24-Sep-10		\$125,902.66	\$125,902.66	Paid
Maintenance from 47357-5			2009Sep	2010Sep		\$452,604.67	\$452,604.67	Paid
2009 Sept - 2010 Sept Total					\$222,750.00	\$1,217,734.39	\$1,440,484.39	Invoice quarterly
2010 - 2011								
WebLogic Standard Edition	17718342	0	24-Nov-10	23-Nov-11	\$18,000.00	\$3,960.00	\$21,960.00	net license paid
Primavera P6 35	16568754		30-Nov-09	27-May-11		\$6,417.59	\$6,417.59	
SIEBEL	14778176		8-Feb-11	27-May-11		\$163,759.54	\$163,759.54	
Primavera P3e/c PPP	16287218		1-Aug-10	27-May-11		\$1,828.60	\$1,828.60	
Primavera Sure Trak	16288889		12-Feb-11	27-May-11		\$34.89	\$34.89	
BEA	B-277463		28-Nov-10	27-May-11		\$13,383.74	\$13,383.74	
Hyperion 9	15539154		30-Mar-11	27-May-11		\$13,174.48	\$13,174.48	
WebCenter suites & WebLogic Processor	16704964	1	25-Feb-11	27-May-11		\$9,050.14	\$9,050.14	
Essbase+BI (Business Intelligence with Siebel and Hyperion Essbase migration)	15810920	2	29-Nov-10	27-May-11		\$94,214.93	\$94,214.93	
UCM (Universal Content Management with Stellent migration)	16235855	2	4-Feb-11	27-May-11		\$18,907.42	\$18,907.42	

IASEE (IPS Application server named)	15577735	3	8-Aug-10	27-May-11		\$4,768.27	\$4,768.27
BI DBEE(Database for CRM & IPS)	15810920	3	25-Feb-11	27-May-11		\$22,934.69	\$22,934.69
IDM (Identity Management suites)	15914979	3	7-May-11	27-May-11		\$6,638.03	\$6,638.03
BPEL (for HR project)	15172722	4	7-Nov-10	27-May-11		\$6,793.84	\$6,793.84
DBEE (1316 named, 50 Personal)	14598205	5	25-Sep-10	27-May-11		\$84,510.00	\$84,510.00
Maintenance from 47357-5			2010Sep	27-May-11		\$312,706.99	\$312,706.99
<b>2010 - 2011 Total</b>						<b>\$18,000.00</b>	<b>\$763,083.15</b>
							<b>\$781,083.15</b>
							<b>Invoice quarterly</b>
<b>2011 - 2012</b>							
Optional new licenses 2011						\$165,225.00	\$36,350.00
CIS DB ULA & Application	17727046		24-Nov-11	24-Sep-12		1,764,260.25	\$1,764,260.25
SOA ULA 28May11-24Sep12	16882372		28-May-11	24-Sep-12		\$461,367.12	\$461,367.12
Primavera P6 35	16568754		28-May-11	24-Sep-12		\$17,424.30	\$17,424.30
SIABEL 28May11-24Sep12	14778176		28-May-11	24-Sep-12		\$730,157.22	\$730,157.22
Primavera P3e/c PPP 28May11-24Sep12	16287218		28-May-11	24-Sep-12		\$3,051.21	\$3,051.21
Primavera Sure Trak 27May11-24Sep12	16288889		28-May-11	24-Sep-12		\$166.34	\$166.34
BEA Web Logic 28May11-24Sep12	15974766		28-May-11	24-Sep-12		\$35,936.44	\$35,936.44
Hyperion 9	15539154		28-May-11	24-Sep-12		\$108,521.99	\$108,521.99
WebLogic Standard Edition	17718342	1	24-Nov-11	24-Sep-12		\$3,319.89	\$3,319.89
WebCenter suites & WebLogic Processor	16704964	1	28-May-11	24-Sep-12		\$48,333.70	\$48,333.70
Essbase+BI (Business Intelligence with Siebel and Hyperion Essbase migration)	15810920	2	28-May-11	24-Sep-12		\$255,801.44	\$255,801.44
UCM (Universal Content Management with Stellent migration)	16235855	2	28-May-11	24-Sep-12		\$81,318.63	\$81,318.63
IASEE (IPS Application server named)	15577735	3	28-May-11	24-Sep-12		\$7,909.15	\$7,909.15
BI DBEE(Database for CRM & IPS)	15810920	3	28-May-11	24-Sep-12		\$121,155.01	\$121,155.01
IDM (Identity Management suites)	15914979	3	28-May-11	24-Sep-12		\$153,623.10	\$153,623.10
BPEL (for HR project)	15172722	4	28-May-11	24-Sep-12		\$16,345.58	\$16,345.58
DBEE (1316 named, 50 Personal)	14598205	5	28-May-11	24-Sep-12		\$167,640.25	\$167,640.25
Maintenance from 47357-5			28-May-11	24-Sep-12		\$620,725.61	\$620,725.61
<b>2011 Sept - 2012 Sept Total</b>						<b>\$165,225.00</b>	<b>\$4,633,407.23</b>
							<b>\$4,798,632.23</b>
							<b>Invoice quarterly</b>
<b>2012 Sept - 2013 Sept</b>							
Optional new licenses 2012						\$380,000.00	\$83,600.00
CIS DB ULA & Application	17727046		25-Sep-12	24-Sep-13		\$2,104,428.32	\$2,104,428.32
SOA ULA	16882372		25-Sep-12	24-Sep-13		\$346,500.00	\$346,500.00
Primavera P6 35	16568754		25-Sep-12	24-Sep-13		\$13,478.73	\$13,478.73
SIABEL	14778176		25-Sep-12	24-Sep-13		\$564,820.18	\$564,820.18
Primavera P3e/c PPP	16287218		25-Sep-12	24-Sep-13		\$2,360.29	\$2,360.29
Primavera Sure Trak	16288889		25-Sep-12	24-Sep-13		\$128.68	\$128.68
BEA Web Logic	15974766		25-Sep-12	24-Sep-13		\$27,798.97	\$27,798.97
Hyperion 9	15539154		25-Sep-12	24-Sep-13		\$83,948.23	\$83,948.23
Optional new licenses from year 2011						\$36,350.00	\$36,350.00
WebLogic Standard Edition	17718342	2	25-Sep-12	24-Sep-13		\$3,960.00	\$3,960.00
WebCenter suites & WebLogic Processor	16704964	2	25-Sep-12	24-Sep-13		\$36,300.00	\$36,300.00
Essbase+BI (Business Intelligence with Siebel and Hyperion Essbase migration)	15810920	3	25-Sep-12	24-Sep-13		\$192,114.25	\$192,114.25
UCM (Universal Content Management with Stellent migration)	16235855	3	25-Sep-12	24-Sep-13		\$61,072.63	\$61,072.63
IASEE (IPS Application server named)	15577735	4	25-Sep-12	24-Sep-13		\$5,940.00	\$5,940.00
BI DBEE(Database for CRM & IPS)	15810920	4	25-Sep-12	24-Sep-13		\$90,990.90	\$90,990.90
IDM (Identity Management suites)	15914979	4	25-Sep-12	24-Sep-13		\$115,375.37	\$115,375.37
BPEL (for HR project)	15172722	5	25-Sep-12	24-Sep-13		\$12,276.00	\$12,276.00
DBEE (1316 named, 50 Personal)	14598205	6	25-Sep-12	24-Sep-13		\$129,679.74	\$129,679.74
Maintenance from 47357-5			25-Sep-12	24-Sep-13		\$480,168.28	\$480,168.28
<b>2012 Sept - 2013 Sept Total</b>						<b>\$380,000.00</b>	<b>\$4,391,290.58</b>
							<b>\$4,771,280.58</b>
							<b>Invoice quarterly</b>
<b>2013 Sept - 2014 Sept</b>							
Optional new licenses 2013						\$380,000.00	\$83,600.00
Optional new licenses ERP 2013						\$2,600,000.00	\$572,000.00
CIS DB ULA & Application	17727046		25-Sep-13	24-Sep-14		\$2,104,428.32	\$2,104,428.32
SOA ULA	16882372		25-Sep-13	24-Sep-14		\$356,895.00	\$356,895.00
Primavera P6 35	16568754		25-Sep-13	24-Sep-14		\$13,883.10	\$13,883.10
SIABEL	14778176		25-Sep-13	24-Sep-14		\$581,764.79	\$581,764.79
Primavera P3e/c PPP	16287218		25-Sep-13	24-Sep-14		\$2,431.10	\$2,431.10
Primavera Sure Trak	16288889		25-Sep-13	24-Sep-14		\$132.54	\$132.54
BEA Web Logic	15974766		25-Sep-13	24-Sep-14		\$28,632.94	\$28,632.94
Hyperion 9	15539154		25-Sep-13	24-Sep-14		\$86,466.68	\$86,466.68
Optional new licenses from year 2012						\$83,600.00	\$83,600.00
Optional new licenses from year 2011						\$36,350.00	\$36,350.00
WebLogic Standard Edition	17718342	3	25-Sep-13	24-Sep-14		\$3,960.00	\$3,960.00
WebCenter suites & WebLogic Processor	16704964	3	25-Sep-13	24-Sep-14		\$36,300.00	\$36,300.00
Essbase+BI (Business Intelligence with Siebel and Hyperion Essbase migration)	15810920	4	25-Sep-13	24-Sep-14		\$192,114.25	\$192,114.25
UCM (Universal Content Management with Stellent migration)	16235855	4	25-Sep-13	24-Sep-14		\$61,072.63	\$61,072.63
IASEE (IPS Application server named)	15577735	6	25-Sep-13	24-Sep-14		\$6,118.20	\$6,118.20
BI DBEE(Database for CRM & IPS)	15810920	5	25-Sep-13	24-Sep-14		\$90,990.90	\$90,990.90

IDM (Identity Management suites)	15914979	5	25-Sep-13	24-Sep-14		\$115,375.37	\$115,375.37
BPPEL (for HR project)	15172722	8	25-Sep-13	24-Sep-14		\$12,644.28	\$12,644.28
DBEE (1316 named, 50 Personal)	14598205	7	25-Sep-13	24-Sep-14		\$133,570.13	\$133,570.13
Maintenance from 47357-5			25-Sep-13	24-Sep-14		\$494,573.34	\$494,573.34
<b>2013 Sept - 2014 Sept Total</b>						<b>\$2,980,000.00</b>	<b>\$5,096,903.56</b>
<b>2014 Sept - 2015 Sept</b>							
Optional new licenses 2014					\$380,000.00	\$83,600.00	\$463,600.00
CIS DB ULA & Application	17727046		25-Sep-14	24-Sep-15		\$2,104,428.32	\$2,104,428.32
SOA ULA	16882372		25-Sep-14	24-Sep-15		\$367,601.85	\$367,601.85
Primavera P6 35	16568754		30-Nov-09	27-May-11		\$14,299.59	\$14,299.59
SIEBEL	14778176		25-Sep-14	24-Sep-15		\$599,217.73	\$599,217.73
Primavera P3e/c PPP	16287218		25-Sep-14	24-Sep-15		\$2,504.03	\$2,504.03
Primavera Sure Trak	16288889		25-Sep-14	24-Sep-15		\$136.52	\$136.52
BEA Web Logic	15974766		25-Sep-14	24-Sep-15		\$29,491.93	\$29,491.93
Hyperion 9	15539154		25-Sep-14	24-Sep-15		\$89,060.68	\$89,060.68
Optional new licenses ERP from 2013						\$572,000.00	\$572,000.00
Optional new licenses from year 2013			25-Sep-13	24-Sep-14		\$83,600.00	\$83,600.00
Optional new licenses from year 2012			25-Sep-13	24-Sep-14		\$83,600.00	\$83,600.00
Optional new licenses from year 2011			25-Sep-14	24-Sep-15		\$35,350.00	\$35,350.00
WebLogic Standard Edition	17718342	4	25-Sep-14	24-Sep-15		\$3,960.00	\$3,960.00
WebCenter suites & WebLogic Processor	16704964	4	25-Sep-14	24-Sep-15		\$36,300.00	\$36,300.00
Essbase+BI (Business Intelligence with Siebel and Hyperion Essbase migration)	15810920	5	25-Sep-14	24-Sep-15		\$192,114.25	\$192,114.25
UCM (Universal Content Management with Stellent migration)	16235855	5	25-Sep-14	24-Sep-15		\$61,072.63	\$61,072.63
IASSE (IPS Application server named)	15577735	7	25-Sep-14	24-Sep-15		\$6,301.75	\$6,301.75
BI DBEE(Database for CRM & IPS)	15810920	6	25-Sep-14	24-Sep-15		\$93,720.63	\$93,720.63
IDM (Identity Management suites)	15914979	6	25-Sep-14	24-Sep-15		\$118,836.63	\$118,836.63
BPPEL (for HR project)	15172722	7	25-Sep-14	24-Sep-15		\$13,023.61	\$13,023.61
DBEE (1316 named, 50 Personal)	14598205	8	25-Sep-14	24-Sep-15		\$137,577.24	\$137,577.24
Maintenance from 47357-5			25-Sep-14	24-Sep-15		\$509,410.54	\$509,410.54
<b>2014 Sept - 2015 Sept Total</b>						<b>\$380,000.00</b>	<b>\$5,238,207.91</b>
<b>2015 Sept - 2016 Sept</b>							
Optional new licenses 2015					\$380,000.00	\$83,600.00	\$463,600.00
CIS DB ULA & Application	17727046		25-Sep-15	24-Sep-16		\$2,104,428.32	\$2,104,428.32
SOA ULA	16882372		25-Sep-15	24-Sep-16		\$378,629.91	\$378,629.91
Primavera P6 35	16568754		25-Sep-15	24-Sep-16		\$14,728.58	\$14,728.58
SIEBEL	14778176		25-Sep-15	24-Sep-16		\$617,194.26	\$617,194.26
Primavera P3e/c PPP	16287218		25-Sep-15	24-Sep-16		\$2,579.15	\$2,579.15
Primavera Sure Trak	16288889		25-Sep-15	24-Sep-16		\$140.61	\$140.61
BEA Web Logic	15974766		25-Sep-15	24-Sep-16		\$30,376.69	\$30,376.69
Hyperion 9	15539154		25-Sep-15	24-Sep-16		\$91,732.50	\$91,732.50
Optional new licenses from year 2014			25-Sep-15	24-Sep-16		\$83,600.00	\$83,600.00
Optional new licenses ERP from 2013			25-Sep-15	24-Sep-16		\$572,000.00	\$572,000.00
Optional new licenses from year 2013			25-Sep-15	24-Sep-16		\$83,600.00	\$83,600.00
Optional new licenses from year 2012			25-Sep-15	24-Sep-16		\$83,600.00	\$83,600.00
Optional new licenses from year 2011			25-Sep-15	24-Sep-16		\$36,350.00	\$36,350.00
WebLogic Standard Edition	17718342	5	25-Sep-15	24-Sep-16		\$3,960.00	\$3,960.00
WebCenter suites & WebLogic Processor	16704964	5	25-Sep-15	24-Sep-16		\$36,300.00	\$36,300.00
Essbase+BI (Business Intelligence with Siebel and Hyperion Essbase migration)	15810920	6	25-Sep-15	24-Sep-16		\$197,877.68	\$197,877.68
UCM (Universal Content Management with Stellent migration)	16235855	6	25-Sep-15	24-Sep-16		\$62,904.81	\$62,904.81
IASSE (IPS Application server named)	15577735	7	25-Sep-15	24-Sep-16		\$6,490.80	\$6,490.80
BI DBEE(Database for CRM & IPS)	15810920	7	25-Sep-15	24-Sep-16		\$96,532.25	\$96,532.25
IDM (Identity Management suites)	15914979	7	25-Sep-15	24-Sep-16		\$122,401.73	\$122,401.73
BPPEL (for HR project)	15172722	8	25-Sep-15	24-Sep-16		\$13,414.32	\$13,414.32
DBEE (1316 named, 50 Personal)	14598205	9	25-Sep-15	24-Sep-16		\$141,704.55	\$141,704.55
Maintenance from 47357-5			25-Sep-15	24-Sep-16		\$524,692.86	\$524,692.86
<b>2015 Sept - 2016 Sept Total</b>						<b>\$380,000.00</b>	<b>\$5,388,839.00</b>

Total Contract

\$36,614,748.35

**Summary**

Description	Net License	Net Support 12 months	Total	Total Accumulation
2005 Sept- 2006 Sept	\$572,284.80	\$552,525.97	\$1,124,810.77	\$1,124,810.77
2006 Sept- 2007 Sept	\$55,800.00	\$564,801.97	\$620,601.97	\$1,745,412.73
2007 Sept- 2008 Sept	\$946,286.50	\$870,207.43	\$1,816,493.93	\$3,561,906.66
2008 Sept- 2009 Sept	\$675,063.46	\$1,122,337.41	\$1,797,400.87	\$5,359,307.52
2009 Sept- 2010 Sept - Will use Contingency	\$222,750.00	\$1,217,734.39	\$1,440,484.39	\$6,799,791.92
2010 Sept- 2011 Sept - Will need Amendment after May 2011	\$18,000.00	\$763,083.15	\$781,083.15	\$7,580,875.07
2011 Sept- 2012 Sept	\$165,225.00	\$4,633,407.23	\$4,798,632.23	\$12,379,507.30
2012 Sept- 2013 Sept	\$380,000.00	\$4,391,290.58	\$4,771,290.58	\$17,150,797.88
2013 Sept- 2014 Sept	\$2,980,000.00	\$5,098,903.56	\$8,078,903.56	\$25,227,701.44
2014 Sept- 2015 Sept	\$380,000.00	\$5,238,207.91	\$5,618,207.91	\$30,845,909.35
2015 Sept- 2016 Sept	\$380,000.00	\$5,388,839.00	\$5,768,839.00	\$36,614,748.35
<b>Grant Total</b>				

Agreement maximum amount

\$36,700,000.00

**EXHIBIT K1**  
**ORACLE ORDERING DOCUMENT**

**EXHIBIT K2  
ORACLE ORDERING DOCUMENT**

**EXHIBIT K3**  
**ORACLE ORDERING DOCUMENT**



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

<b>Your Name</b>	City of Los Angeles Department of Water and Power (LADWP)	<b>Your Contact</b>	Sheila Wu
<b>Your Location</b>	111 N/ Hope Street Los Angeles CA 90012	<b>Phone Number</b>	213 367-5056
		<b>Email Address</b>	sheila.wu@ladwp.com

**ORACLE CONTRACT INFORMATION**

**Agreement: Software License and Services Agreement**

**Agreement Name: GMA-11498299-25-SEPT-2005**

This ordering document incorporates by reference the terms of the agreement specified above. Oracle America, Inc. has assumed all rights and obligations of Oracle Corporation under the agreement. All references to "Oracle" in the agreement specified above and this ordering document shall mean Oracle America, Inc. (hereinafter "Oracle"). The following defined and capitalized terms in the referenced agreement between you and Oracle shall have the same meaning as the stated terms in this ordering document: "Agreement" and "agreement"; "Customer"/"Client" and "you"/"your"; "Program" and "program"; "Technical Support" and "technical support"; "Program Documentation"/"Documentation" and "program documentation"; and "Ordering Document"/"Order Form" and "ordering document".

**A. Description and Fees for Ordered Programs and Services**

Listed below is a summary of net fees due under the ordering document. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

You have ordered the program licenses and 12 months of technical support services described below:

Product Description / License Type	Quantity	List Fee	Discount %	Net Fee
WebLogic Server Standard Edition - Named User Plus Perpetual License	120	24,000.00	25.00	18,000.00
Software Update License & Support		5,280.00	25.00	3,960.00
		<b>29,280.00</b>		<b>21,960.00</b>

	List Fee	Discount %	Net Fee
Oracle Programs License Fees	24,000.00	25.00	18,000.00
Oracle Programs Support Fees	5,280.00	25.00	3,960.00
<b>Total Fees</b>			<b>21,960.00</b>

**B. General Terms****1. Commencement Date**

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

**2. Fees, Invoicing, and Payment Obligation**

a. All fees due under this ordering document shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

b. In entering into payment obligations under this ordering document, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support for programs licensed under this ordering document, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under this ordering document, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under this ordering document, per the terms of this ordering document and the agreement.

c. In accordance with the agreement: (i) license fees are invoiced as of the commencement date; and (ii) service fees are invoiced after the performance of the service; specifically, technical support fees are invoiced quarterly in arrears from the commencement date.

d. Provided that you comply with the delivery terms in the Delivery and Installation section, Oracle shall not invoice you for sales tax pursuant to California law based on the net license fees in section A for the programs delivered by electronic download; however, you agree to indemnify and hold Oracle harmless from and against any claims, losses, damages, costs, and expenses arising from imposition of sales tax based on the net license fees for the program licenses listed in section A. Oracle shall invoice you and you are required to pay any applicable taxes related to the net support fees (specifically Software Update License & Support fees) for the ordered technical support services listed in section A.

### 3. Delivery and Installation

a. You shall be responsible for installation of the software.

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/exempt> the programs listed in section A. Through the Internet URL, you can access and electronically download to your California location the current production release as of the effective date below of the software and related program documentation for each program listed in section A. You shall have 60 days from the effective date of this ordering document to complete the download of the software and program documentation. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery website. Oracle is under no further delivery obligation under this ordering document, electronic or otherwise. You agree to execute and return the attached Certificate of Electronic Delivery simultaneously with the execution and return of this ordering document. Should you require a replacement copy of the software or program documentation, such replacement copy shall also be delivered electronically. You shall not be entitled to any replacement copy in the form of tangible media for the software or the program documentation, other than updates provided by Oracle under technical support service if ordered. You acknowledge and agree that (a) you have not received any tangible media for the programs listed in section A as of the effective date and (b) any rights to receive media granted under the agreement shall not be applicable to or provided for the programs listed in section A. Further, you acknowledge that the electronic download delivery method shall be applicable to Oracle's delivery obligations for the initial copy of the programs listed in section A and shall not be applicable to any delivery of updates and/or technical support services ordered under this ordering document.

### 4. Source Code

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

### 5. Segmentation

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

### 6. Order of Precedence

In the event of any inconsistencies between the agreement and this ordering document, this ordering document shall take precedence.

### 7. Oracle's License Definitions and Rules

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

### 8. Territory

The program licenses and services described in section A are for use in the U.S.

9. Promotional Discount

In consideration for this order, you have received a special one time only promotional discount on the programs ordered on this ordering document.

10. Customer Reference

Oracle may orally refer to you as a customer in sales presentations and activities. Upon written consent from you, Oracle may refer to you as a customer in written sales presentations and marketing vehicles.

C. Other

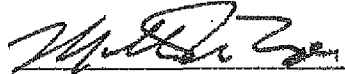
1. Technical Support Cap.

For the purposes of this ordering document only, 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, second, third, fourth, and fifth renewal years the fee for SULS will not increase by more than 0% over the prior year's fees.

By signing below, the parties agree that the agreement and this ordering document 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 24-NOV-2010 and shall become binding upon execution by you and acceptance by Oracle.

City of Los Angeles Department of Water and Power Oracle America, Inc.  
(LADWP)

Signature



Signature

Name

Matthew M. Lampe

Name

Jennifer Kelley

Title

Chief Information Officer

Title

Manager, OD Contracts

Signature Date

11/23/2010

Signature Date

Nov. 23, 2010


Effective Date

( to be completed by Oracle )

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTANICH, CITY ATTORNEY

NOV 18 2010

BY

  
DIRK P. BROERSMA  
DEPUTY CITY ATTORNEY

## DEFINITIONS AND LICENSING RULES:

To fully understand Customer's license grant, Customer needs to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.

**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.

**Program Documentation:** is defined as the Program user manual and Program Installation 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 will not materially reduce 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.

**Trial Programs:** are defined as additional Programs that may be included with Customer's order which Customer has not ordered but which Customer may use for trial purposes only. Customer shall have 30 days from the delivery date to evaluate these Programs. Any use of these Programs after the 30 day trial period shall require Customer to obtain the applicable license. Programs licensed for trial purposes are provided "as is" and Oracle does not provide Technical Support or any warranties of any kind for these Programs.

### Order Specific License Definitions and Rules

**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 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 Siebel, Load Testing Accelerator for Oracle E-Business Suite and Load Testing Accelerator for 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 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.

**Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence**

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

- WebLogic Server Standard Edition does not include WebLogic Server Clustering.

**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.

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

<u>Program</u>	<u>Named User Plus Minimum</u>
WebLogic Server Standard Edition	10 Named Users Plus per Processor

**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.

## Certificate of Electronic Delivery

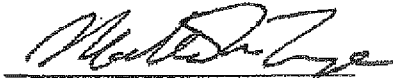
This Certificate of Electronic Delivery is executed as of the effective date set forth below by **City of Los Angeles Department of Water and Power (LADWP)** ("you") and relates to the electronic delivery of certain software programs provided by Oracle America, Inc. ("Oracle"). This Certificate of Electronic Delivery shall be governed by the terms of the Software License and Services Agreement (a/k/a GMA-11498299-25-SEPT-2005) between you and Oracle dated September 25, 2005 (the "agreement").

1. As of the date of this Certificate of Electronic Delivery, you agree that Oracle has provided you with an Internet URL through which you can download all the programs provided in the ordering document between Oracle and you dated \_\_\_\_\_, 2010 (the "ordering document"). You will have 60 days from the effective date of the ordering document to complete your download of the programs provided.
  
2. You agree that Oracle has completed all of the delivery responsibilities required by the ordering document and the agreement and no additional shipment of the programs on tangible media (CD's, Disks, Tapes, etc.) shall be provided or is required.

The effective date of this Certificate of Electronic Delivery is \_\_\_\_\_, 2010. (*dates to be completed by Oracle*)

### City of Los Angeles Department of Water and Power (LADWP)

By:



Name:

Matthew M. Lampe

Title:

Chief Information Officer

**EXHIBIT L**

**ORACLE SUPPORT RENEWAL DOCUMENTS**

**EXHIBIT L1**

**ORACLE SUPPORT RENEWAL DOCUMENTS**



# ORACLE

24-Jan-11

Sheila Wu  
LOS ANGELES DEPT OF WATER AND POWER  
111 North Hope ST  
Los Angeles  
CA 90012  
United States

Dear Sheila Wu,

The technical support services and benefits provided under service contract number 4107107 will expire, or have expired, on 27-May-11. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may also include incremental technical support services newly acquired.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number 4107107, please order the technical support services on this ordering document by issuing a form of payment acceptable to Oracle in accordance with the attached Order Processing Details section on or before 28-Apr-11.

If further information is required, please contact me at the e-mail address or telephone number provided below.

Regards,

Aaron Anastasi  
Oracle Support Services  
E-mail: [aaron.anastasi@oracle.com](mailto:aaron.anastasi@oracle.com)  
Tel.: +19163155652  
Fax: +19163155657



## Ordering Document

<b>Service Contract #:</b> 4107107	<b>Renewal Contact:</b> Aaron Anastasi
<b>Offer Expires:</b> 27-May-11	
<b>Payment Terms:</b> 30 NET from date of invoice	<b>Telephone:</b> +19163155652
<b>Billing Terms:</b> Quarterly in Arrears	<b>Fax:</b> +19163155657
	<b>E-mail:</b> aaron.anastasi@oracle.com
<b>CUSTOMER: LOS ANGELES DEPT OF WATER AND POWER</b>	
<b>QUOTE TO</b>	<b>BILL TO</b>
<b>Account Contact:</b> Sheila Wu	<b>Account Contact:</b> Deanna Lindquist
<b>Account Name:</b> LOS ANGELES DEPT OF WATER AND POWER	<b>Account Name:</b> LOS ANGELES DEPT OF WATER AND POWER
<b>Address:</b> 111 North Hope ST	<b>Address:</b> 111 North Hope St
	Room 259
	Los Angeles
	CA 90012
	United States
<b>Telephone:</b> 213 367-5056	<b>Telephone:</b> 703-709-7172
<b>Fax:</b>	<b>Fax:</b>
<b>E-mail:</b> sheila.wu@ladwp.com	<b>E-mail:</b> deanna@dlt.com

Oracle may provide certain information and notices about technical support via e-mail. Accordingly, please verify and update the Quote To and Bill To information above to ensure that such communications and notices are received from Oracle. If changes are required, please e-mail or fax the updated information to Aaron Anastasi at aaron.anastasi@oracle.com or +19163155657. Please also include service contract number 4107107 on such reply.

## Service Details

Service Level: Software Update License & Support						End Date: 24-Sep-12
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	16882372	8		FULL USE	28-May-11	6,053.61
WebCenter Suite - Processor Perpetual	16882372	4		FULL USE	28-May-11	31,529.23
Management Pack for WebCenter Suite - Processor Perpetual	16882372	6		FULL USE	28-May-11	4,540.20
WebLogic Suite - Processor Perpetual	16882372	1		ULA	28-May-11	79,453.64
WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	16882372	1		ULA	28-May-11	21,187.64
SOA Suite for Oracle Middleware - Processor Perpetual	16882372	1		ULA	28-May-11	101,524.10
Universal Content Management - Processor Perpetual	16882372	2		FULL USE	28-May-11	14,503.44
WebLogic Server Enterprise Edition - Processor Perpetual	16882372	6		FULL USE	28-May-11	9,458.77
<b>Subtotal:</b>						<b>USD 268,250.63</b>

Service Level: Software Update License & Support						End Date: 24-Sep-12
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Sun GlassFish ESB - Nonstandard User	16882372	1		ULA	28-May-11	21,282.22
Sun Database Adapter - Nonstandard User	16882372	1		ULA	28-May-11	17,025.78
Sun Business Process Manager - Nonstandard User	16882372	1		ULA	28-May-11	22,701.04
Sun Application Adapter - Nonstandard User	16882372	1		ULA	28-May-11	34,051.56
Sun Communication Adapter - Nonstandard User	16882372	1		ULA	28-May-11	8,512.89
Management Pack Plus for SOA - Processor Perpetual	16882372	1		ULA	28-May-11	44,140.91
Sun Enterprise Service Bus - Nonstandard User	16882372	1		ULA	28-May-11	34,051.56
Sun eWays Web Adapter - Nonstandard User	16882372	1		ULA	28-May-11	11,350.53
<b>Subtotal:</b>						<b>USD 193,116.49</b>

Service Level: Software Update License & Support						End Date: 24-Sep-12
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Real Application Clusters - Named User Plus Perpetual	13592718	446			28-May-11	39,998.38
Internet Application Server Enterprise Edition - Processor Perpetual	13592718	2			28-May-11	8,264.22
Spatial - Named User Plus Perpetual	13592718	296		FULL USE	28-May-11	13,264.69
Real Application Clusters - Named User Plus Perpetual	13592718	354		FULL USE	28-May-11	31,727.73
Oracle Database Enterprise Edition - Processor Perpetual	13592718	2			28-May-11	25,607.54
Oracle Database Enterprise Edition - Named User Plus Perpetual	13592718	2874			28-May-11	349,264.91
Diagnostics Pack - Named User Plus Perpetual	13592718	2798			28-May-11	19,269.68
Internet Developer Suite - Named User Plus Perpetual	13592718	20			28-May-11	13,759.67
Spatial - Named User Plus Perpetual	13592718	704			28-May-11	43,634.65
Oracle Database Personal Edition - Named User Plus Perpetual	13592718	150			28-May-11	8,916.91
Mainframe Integration Gateways - Computer Perpetual	13592718	1			28-May-11	27,312.72
Tuning Pack - Named User Plus Perpetual	13592718	2798			28-May-11	19,269.70
Diagnostics Pack - Named User Plus Perpetual	14188032	60		FULL USE	28-May-11	806.64
Tuning Pack - Named User Plus Perpetual	14188032	60		FULL USE	28-May-11	806.64
Oracle Database Enterprise Edition - Named User Plus Perpetual	14188032	60		FULL USE	28-May-11	10,755.16
Real Application Clusters - Named User Plus Perpetual	14188032	60		FULL USE	28-May-11	5,377.57
Spatial - Named User Plus Perpetual	14188032	60		FULL USE	28-May-11	2,688.79
BEA WebLogic Server Advantage Edition - CPU Perpetual	15974766	10			28-May-11	23,731.62
BEA WebLogic Server Advantage Edition - CPU Perpetual	15974766	6			28-May-11	12,204.83
Primavera P6 Enterprise Project Portfolio Management - Application User Perpetual	16568754	35		FULL USE	28-May-11	17,424.29
Siebel Email Marketing Server - Physical Server Perpetual	14778394	1			28-May-11	14,112.72
Siebel Email Marketing Server Non-Production Dev/Test Server - Physical Server Perpetual	14778394	3			28-May-11	0.00
Siebel Marketing Analytics - Named User Perpetual	14778176	30			28-May-11	4,802.54
Siebel Sync - Named User Perpetual	14778176	80			28-May-11	384.20

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Siebel Marketing - Call Center option - Named User Perpetual	14778176	80			28-May-11	1,536.81
Siebel eEnergy Call Center Base - Named User Perpetual	14778176	25			28-May-11	5,763.04
Siebel eEvents Manager - Named User Perpetual	14778176	7			28-May-11	134.46
Siebel Premises - Named User Perpetual	14778176	545			28-May-11	5,234.77
Siebel eEnergy Partner Manager Base - Named User Perpetual	14778176	20			28-May-11	4,610.44
Siebel Billing Management - Named User Perpetual	14778176	80			28-May-11	768.41
Siebel eEvents Manager - Named User Perpetual	14778176	80			28-May-11	1,536.81
Siebel Marketing Manager - Named User Perpetual	14778176	80			28-May-11	7,171.79
Siebel eEnergy Call Center Base - Named User Perpetual	14778176	80			28-May-11	18,441.73
Siebel Work Orders - Named User Perpetual	14778176	80			28-May-11	768.41
Siebel Premises - Named User Perpetual	14778176	80			28-May-11	768.41
Siebel Order Management - Named User Perpetual	14778176	36			28-May-11	2,305.21
Siebel Service Analytics - Named User Perpetual	14778176	21			28-May-11	1,680.89
Siebel Sales Analytics - Named User Perpetual	14778176	36			28-May-11	2,881.53
Siebel Billing Management - Named User Perpetual	14778176	8			28-May-11	76.83
Siebel Marketing - Call Center option - Named User Perpetual	14778176	8			28-May-11	153.68
Siebel eEvents Manager - Named User Perpetual	14778176	8			28-May-11	153.68
Siebel eEnergy Call Center Base - Named User Perpetual	14778176	8			28-May-11	1,844.17
Siebel Sync - Named User Perpetual	14778176	8			28-May-11	38.42
Siebel Premises - Named User Perpetual	14778176	8			28-May-11	76.83
Siebel Order Management - Named User Perpetual	14778176	8			28-May-11	512.26
Siebel Work Orders - Named User Perpetual	14778176	8			28-May-11	76.83
Siebel Marketing Analytics - Named User Perpetual	14778176	8			28-May-11	1,280.67
Siebel Sync - Named User Perpetual	14778176	7			28-May-11	33.63
Siebel Field Service - Named User Perpetual	14778176	545			28-May-11	12,214.45

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Siebel Analytics Server Administrator - Named User Perpetual	14778176	1			28-May-11	1,120.60
Siebel Data Quality Matching Server - Physical Server Perpetual	14778176	2			28-May-11	6,403.38
Siebel Tools - Named User Perpetual	14778176	7			28-May-11	7,844.14
Siebel Marketing Server Unlimited records - Physical Server Perpetual	14778176	2			28-May-11	89,647.37
Siebel Work Orders - Named User Perpetual	14778176	102			28-May-11	979.72
Siebel SmartScript - Named User Perpetual	14778176	102			28-May-11	1,632.86
Siebel Order Management - Named User Perpetual	14778176	102			28-May-11	6,531.45
Siebel eEnergy Call Center Base - Named User Perpetual	14778176	545			28-May-11	125,634.39
Siebel Premises - Named User Perpetual	14778176	102			28-May-11	979.72
Siebel eEnergy Call Center Base - Named User Perpetual	14778176	102			28-May-11	23,513.20
Siebel Field Service - Named User Perpetual	14778176	102			28-May-11	2,286.00
Siebel Sync - Named User Perpetual	14778176	102			28-May-11	489.86
Siebel Work Orders - Named User Perpetual	14778176	545			28-May-11	5,234.77
Siebel Sync - Named User Perpetual	14778176	545			28-May-11	2,617.38
Siebel Pool of Fund - Each Perpetual	14778176	1			28-May-11	130,873.95
Siebel eEvents Manager - Named User Perpetual	14778176	36			28-May-11	691.56
Siebel Work Orders - Named User Perpetual	14778176	36			28-May-11	345.78
Siebel Premises - Named User Perpetual	14778176	36			28-May-11	345.78
Siebel Campaigns - Named User Perpetual	14778176	348			28-May-11	4,456.75
Siebel Marketing Manager - Named User Perpetual	14778176	36			28-May-11	3,227.31
Siebel Anywhere - Named User Perpetual	14778176	36			28-May-11	403.41
Siebel Sync - Named User Perpetual	14778176	36			28-May-11	172.90
Siebel Billing Management - Named User Perpetual	14778176	36			28-May-11	345.78
Siebel eEnergy Sales Base - Named User Perpetual	14778176	36			28-May-11	7,261.45
Siebel Remote Client - Named User	14778176	36			28-May-11	576.31

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Perpetual						
Siebel Service for Sales - Named User Perpetual	14778176	36			28-May-11	1,901.81
Siebel Contracts - Named User Perpetual	14778176	36			28-May-11	576.31
Siebel eEnergy Call Center Base - Named User Perpetual	14778176	17			28-May-11	3,918.88
Siebel Premises - Named User Perpetual	14778176	17			28-May-11	163.30
Siebel Service Analytics - Named User Perpetual	14778176	10			28-May-11	800.43
Siebel ePricer for Employees - Named User Perpetual	14778176	7			28-May-11	224.11
Siebel Billing Management - Named User Perpetual	14778176	17			28-May-11	163.30
Siebel Order Management - Named User Perpetual	14778176	17			28-May-11	1,088.57
Siebel Sync - Named User Perpetual	14778176	7			28-May-11	33.63
Siebel Marketing Manager - Named User Perpetual	14778176	7			28-May-11	627.53
Siebel Marketing - Call Center option - Named User Perpetual	14778176	7			28-May-11	134.46
Siebel Order Management - Named User Perpetual	14778176	80			28-May-11	5,122.71
Siebel Partner Portal - Registered User Perpetual	14778176	200			28-May-11	5,763.04
Siebel Marketing Analytics - Named User Perpetual	14778176	80			28-May-11	12,806.78
Siebel Billing Management - Named User Perpetual	14778176	12			28-May-11	115.27
Siebel Marketing - Call Center option - Named User Perpetual	14778176	12			28-May-11	230.51
Siebel eEvents Manager - Named User Perpetual	14778176	12			28-May-11	230.51
Siebel eEnergy Call Center Base - Named User Perpetual	14778176	12			28-May-11	2,766.26
Siebel Sync - Named User Perpetual	14778176	12			28-May-11	57.63
Siebel Premises - Named User Perpetual	14778176	12			28-May-11	115.27
Siebel Order Management - Named User Perpetual	14778176	12			28-May-11	768.41
Siebel Work Orders - Named User Perpetual	14778176	12			28-May-11	115.27
Siebel Work Orders - Named User Perpetual	14778176	7			28-May-11	67.24
Siebel Marketing Analytics - Named User Perpetual	14778176	7			28-May-11	1,120.60

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Siebel Field Service - Named User Perpetual	14778176	25			28-May-11	560.31
Siebel SmartScript - Named User Perpetual	14778176	25			28-May-11	400.20
Siebel Work Orders - Named User Perpetual	14778176	25			28-May-11	240.11
Siebel eEnergy Call Center Base - Named User Perpetual	14778176	25			28-May-11	5,763.04
Siebel SmartScript - Named User Perpetual	14778176	545			28-May-11	8,724.60
Siebel Premises - Named User Perpetual	14778176	25			28-May-11	240.11
Siebel Order Management - Named User Perpetual	14778176	25			28-May-11	1,600.85
Siebel Service Analytics - Named User Perpetual	14778176	25			28-May-11	2,001.05
Siebel eEnergy Call Center Base - Named User Perpetual	14778176	132			28-May-11	30,428.88
Siebel Field Service - Named User Perpetual	14778176	132			28-May-11	2,958.36
Siebel Sync - Named User Perpetual	14778176	132			28-May-11	633.93
Siebel Order Management - Named User Perpetual	14778176	132			28-May-11	8,452.48
Siebel Premises - Named User Perpetual	14778176	132			28-May-11	1,267.88
Siebel Order Management - Named User Perpetual	14778176	545			28-May-11	34,898.44
Siebel Work Orders - Named User Perpetual	14778176	132			28-May-11	1,267.88
Siebel Service Handheld for Windows - Companion - Named User Perpetual	14778176	9			28-May-11	288.14
Siebel Wireless Messaging - Named User Perpetual	14778176	9			28-May-11	57.63
Siebel Field Service - Named User Perpetual	14778176	9			28-May-11	201.70
Siebel SmartScript - Named User Perpetual	14778176	9			28-May-11	144.08
Siebel Work Orders - Named User Perpetual	14778176	9			28-May-11	86.45
Siebel eEnergy Call Center Base - Named User Perpetual	14778176	9			28-May-11	2,074.71
Siebel Premises - Named User Perpetual	14778176	9			28-May-11	86.45
Siebel Billing Management - Named User Perpetual	14778176	7			28-May-11	67.24
Siebel eEnergy Call Center Base - Named User Perpetual	14778176	7			28-May-11	1,613.65



Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Siebel Premises - Named User Perpetual	14778176	7			28-May-11	67.24
Siebel Order Management - Named User Perpetual	14778176	7			28-May-11	448.22
Siebel Sync - Named User Perpetual	14778176	4			28-May-11	19.21
Siebel Marketing Analytics - Named User Perpetual	14778176	7			28-May-11	1,120.60
Siebel Order Management - Named User Perpetual	14778176	25			28-May-11	1,600.85
Siebel Service Handheld for Windows - Stand Alone - Named User Perpetual	14778176	300			28-May-11	28,815.23
Siebel Wireless Messaging - Named User Perpetual	14778176	300			28-May-11	1,921.02
Siebel Field Service - Named User Perpetual	14778176	27			28-May-11	605.11
Siebel SmartScript - Named User Perpetual	14778176	27			28-May-11	432.23
Siebel Work Orders - Named User Perpetual	14778176	27			28-May-11	259.34
Siebel eEnergy Call Center Base - Named User Perpetual	14778176	27			28-May-11	6,224.09
Siebel Premises - Named User Perpetual	14778176	27			28-May-11	259.34
Siebel Order Management - Named User Perpetual	14778176	27			28-May-11	1,728.92
Siebel Sync - Named User Perpetual	14778176	25			28-May-11	120.06
Siebel Premises - Named User Perpetual	14778176	25			28-May-11	240.10
Siebel Work Orders - Named User Perpetual	14778176	25			28-May-11	240.11
Siebel SmartScript - Named User Perpetual	14778176	25			28-May-11	400.20
Siebel eEnergy Call Center Base - Named User Perpetual	14778176	9			28-May-11	2,074.71
Siebel Work Orders - Named User Perpetual	14778176	9			28-May-11	86.45
Siebel Sync - Named User Perpetual	14778176	9			28-May-11	43.23
Siebel Premises - Named User Perpetual	14778176	9			28-May-11	86.45
Siebel Order Management - Named User Perpetual	14778176	9			28-May-11	576.31
Siebel eEnergy Call Center Base - Named User Perpetual	14778176	4			28-May-11	922.09
Siebel Premises - Named User Perpetual	14778176	4			28-May-11	38.42
Siebel Order Management - Named User Perpetual	14778176	4			28-May-11	256.13

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Siebel Field Service - Named User Perpetual	14778176	25			28-May-11	560.31
Siebel Work Orders - Named User Perpetual	14778176	4			28-May-11	38.42
Siebel Billing Management - Named User Perpetual	14778176	4			28-May-11	38.42
Siebel Marketing - Call Center option - Named User Perpetual	14778176	4			28-May-11	76.83
Siebel eEvents Manager - Named User Perpetual	14778176	4			28-May-11	76.83
Siebel Marketing Analytics - Named User Perpetual	14778176	4			28-May-11	640.34
Siebel Marketing - Call Center option - Named User Perpetual	14778176	7			28-May-11	134.46
Siebel eEvents Manager - Named User Perpetual	14778176	7			28-May-11	134.46
Siebel Marketing Analytics - Named User Perpetual	14778176	12			28-May-11	1,921.02
Siebel Billing Management - Named User Perpetual	14778176	30			28-May-11	288.14
Siebel Marketing - Call Center option - Named User Perpetual	14778176	30			28-May-11	576.31
Siebel eEvents Manager - Named User Perpetual	14778176	30			28-May-11	576.31
Siebel Marketing Manager - Named User Perpetual	14778176	30			28-May-11	2,689.43
Siebel eEnergy Call Center Base - Named User Perpetual	14778176	30			28-May-11	6,915.64
Siebel Work Orders - Named User Perpetual	14778176	30			28-May-11	288.14
Siebel Premises - Named User Perpetual	14778176	30			28-May-11	288.14
Siebel Order Management - Named User Perpetual	14778176	30			28-May-11	1,921.02
Siebel Order Management - Named User Perpetual	14778176	9			28-May-11	576.31
Siebel Service Analytics - Named User Perpetual	14778176	9			28-May-11	720.38
Siebel Employee Self-Service - Named User Perpetual	14775934	1032			28-May-11	6,607.23
Siebel HelpDesk Requestor for Call Center - Named User Perpetual	14775934	1032			28-May-11	0.00
Siebel HelpDesk Agent Advanced for Call Center - Named User Perpetual	14775934	5			28-May-11	0.00
Siebel Quality Management - Named User Perpetual	14775934	5			28-May-11	80.04
Siebel Employee Self-Service -	14775934	36			28-May-11	230.48

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Named User Perpetual						
Siebel Employee Self-Service - Named User Perpetual	14775934	20			28-May-11	128.05
Siebel HelpDesk Requestor for Partner Manager - Named User Perpetual	14775934	20			28-May-11	0.00
Siebel HelpDesk Requestor for Sales - Named User Perpetual	14775934	36			28-May-11	115.28
Hyperion System 9 BI+ Visual Explorer - Option Test and Development Perpetual	15539154	1			28-May-11	1,775.01
Hyperion System 9 Planning and Essbase Analytics Bundle - Standard Tier Perpetual	15539154	1			28-May-11	17,750.08
Hyperion System 9 Planning and Essbase Analytics Bundle - Test and Development Perpetual	15539154	1			28-May-11	9,861.15
Hyperion System 9 Planning and Essbase Analytics Bundle - Named Interactive User Perpetual	15539154	100			28-May-11	44,375.18
Hyperion System 9 Planning and Essbase Analytics Bundle - Named View User Perpetual	15539154	25			28-May-11	3,697.93
Hyperion System 9 Performance Scorecard - Test and Development Perpetual	15539154	1			28-May-11	3,451.42
Hyperion System 9 Performance Scorecard - Named Interactive User Perpetual	15539154	55			28-May-11	10,847.28
Hyperion System 9 BI+ Visual Explorer - Option Standard Tier Perpetual	15539154	1			28-May-11	9,861.15
Hyperion System 9 Performance Scorecard - Workgroup Tier Perpetual	15539154	1			28-May-11	6,902.79
Primavera SureTrak Single - Named User Perpetual	16288889	1			28-May-11	166.34
Primavera P3e/c Project Planner Professional - Concurrent User Perpetual	16287218	5			28-May-11	3,051.21

**Subtotal: USD 1,515,982.96**

<b>Service Level:</b>	<b>Software Update License &amp; Support</b>	<b>End Date: 24-Sep-12</b>
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Internet Application Server Enterprise Edition - Named User Plus Perpetual	15577735	60		FULL USE	28-May-11	7,909.14
Oracle Database Enterprise Edition - Named User Plus Perpetual	14598205	1316		FULL USE	28-May-11	143,405.19
Diagnostics Pack - Named User Plus Perpetual	14598205	1316		FULL USE	28-May-11	10,755.40

<b>Service Level:</b>	<b>Software Update License &amp; Support</b>	<b>End Date: 24-Sep-12</b>
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Tuning Pack - Named User Plus Perpetual	14598205	1316		FULL USE	28-May-11	10,755.40
Oracle Database Personal Edition - Named User Plus Perpetual	14598205	50		FULL USE	28-May-11	2,724.26
Internet Application Server Enterprise Edition - Named User Plus Perpetual	15172722	20		FULL USE	28-May-11	2,636.38
BPEL Process Manager Option - Named User Plus Perpetual	15172722	20		FULL USE	28-May-11	1,757.59
BPEL Process Manager Option - Processor Perpetual	15172722	2		FULL USE	28-May-11	8,787.94
Diagnostics Pack - Processor Perpetual	15172722	2		FULL USE	28-May-11	1,318.19
Diagnostics Pack - Named User Plus Perpetual	15172722	20		FULL USE	28-May-11	263.64
Configuration Management Pack - Processor Perpetual	15172722	2		FULL USE	28-May-11	1,318.19
Configuration Management Pack - Named User Plus Perpetual	15172722	20		FULL USE	28-May-11	263.64
Oracle Essbase Plus - Processor Perpetual	16125648	1		FULL USE	28-May-11	32,162.80
Oracle Business Intelligence Suite Enterprise Edition Plus - Processor Perpetual	16125648	4		FULL USE	28-May-11	105,274.14
Business Intelligence Server Administrator - Named User Plus Perpetual	16125648	1		FULL USE	28-May-11	540.93
Business Intelligence Publisher - Processor Perpetual	16125648	2		FULL USE	28-May-11	11,588.36
Informatica PowerCenter and PowerConnect Adapters - Processor Perpetual	16125648	4		FULL USE	28-May-11	30,910.77
Oracle Essbase Plus - Processor Perpetual	16125648	3		FULL USE	28-May-11	69,530.23
Business Intelligence Publisher - Processor Perpetual	16125648	1		LIMITED USE OTHER	28-May-11	5,794.21
Content Conversion Server - Processor Perpetual	16235855	1		FULL USE	28-May-11	2,762.33
Universal Content Management - Processor Perpetual	16235855	1		FULL USE	28-May-11	13,811.73
Universal Content Management - Named User Plus Perpetual	16235855	40		FULL USE	28-May-11	11,049.36
Universal Content Management - Processor Perpetual	16235855	3		FULL USE	28-May-11	53,142.72
Content Conversion Server - Named User Plus Perpetual	16235855	10		FULL USE	28-May-11	552.49

<b>Service Level:</b>	<b>Software Update License &amp; Support</b>	<b>End Date: 24-Sep-12</b>
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Oracle Database Enterprise Edition - Processor Perpetual	15810920	16		FULL USE	28-May-11	94,675.46
Business Intelligence Publisher Option - Named User Plus Perpetual	15810920	60		FULL USE	28-May-11	5,325.49
Oracle Database Enterprise Edition - Named User Plus Perpetual	15810920	25		FULL USE	28-May-11	2,958.61
Diagnostics Pack - Named User Plus Perpetual	15810920	25		FULL USE	28-May-11	221.90
Tuning Pack - Named User Plus Perpetual	15810920	25		FULL USE	28-May-11	221.90
Internet Application Server Enterprise Edition - Processor Perpetual	15810920	4		FULL USE	28-May-11	17,751.65
WebCenter Suite - Processor Perpetual	16704964	2		FULL USE	28-May-11	40,278.08
WebLogic Server Enterprise Edition - Processor Perpetual	16704964	2		FULL USE	28-May-11	8,055.62
Access Manager - Non Employee User - External Perpetual	15914979	1000000		FULL USE	28-May-11	29,293.15
Directory Services - Processor Perpetual	15914979	4		FULL USE	28-May-11	703.04
Enterprise Single Sign-On Suite Plus - Named User Plus Perpetual	15914979	4275		FULL USE	28-May-11	30,806.14
Identity Manager Connector - IBM RACF - Connector Perpetual	15914979	1		FULL USE	28-May-11	4,804.08
Identity Manager Connector - PeopleSoft Enterprise Applications - Connector Perpetual	15914979	1		FULL USE	28-May-11	4,804.08
Identity Manager Connector - Sun Java System Directory - Connector Perpetual	15914979	1		FULL USE	28-May-11	4,804.08
Management Pack for Identity Management - Employee Perpetual	15914979	4275		FULL USE	28-May-11	2,053.74
Identity and Access Management Suite - Employee User Perpetual	15914979	4275		FULL USE	28-May-11	41,074.86
Oracle Adaptive Access Manager - Employee User Perpetual	15914979	4275		FULL USE	28-May-11	10,268.71
Oracle Role Manager - Employee User Perpetual	15914979	4275		FULL USE	28-May-11	15,403.07
Identity Manager Connector - Siebel Enterprise Applications - Connector Perpetual	15914979	1		FULL USE	28-May-11	4,804.08
Identity Manager Connector - BMC Remedy Ticketing - Connector Perpetual	15914979	1		FULL USE	28-May-11	4,804.08
Real Application Clusters - Processor Perpetual	17727046	4		LIMITED USE OTHER	24-Nov-11	2,910.43

<b>Service Level:</b>	<b>Software Update License &amp; Support</b>	<b>End Date: 24-Sep-12</b>
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Oracle Utilities Customer Care and Billing Extractors and Schemas Customers - 100 in Customer Count Perpetual	17727046	16010		FULL USE	24-Nov-11	77,795.09
WebLogic Suite - Processor Perpetual	17727046	1		ULA	24-Nov-11	148,052.31
Oracle Utilities Customer Care and Billing Cashiering for Residential Customers - 100 in Customer Count Perpetual	17727046	14300		FULL USE	24-Nov-11	10,789.74
WebCenter Suite - Processor Perpetual	17727046	4		FULL USE	24-Nov-11	16,817.56
Oracle Utilities Mobile Workforce Management for Short Cycle Work - Field Resource Perpetual	17727046	250		FULL USE	24-Nov-11	98,145.15
Oracle Utilities Meter Data Management for Commercial and Industrial Customers - 100 Meters Perpetual	17727046	2370		FULL USE	24-Nov-11	141,627.80
Oracle Utilities Customer Care and Billing Credit and Collections for Residential Customers - 100 in Customer Count Perpetual	17727046	14300		FULL USE	24-Nov-11	43,158.97
Oracle Utilities Customer Care and Billing Task Optimization Tools for Commercial & Industrial Customers - 100 in Customer Count Perpetual	17727046	1710		FULL USE	24-Nov-11	38,797.26
Real Application Clusters - Processor Perpetual	17727046	1		ULA	24-Nov-11	62,387.74
Micro Focus Net Express for CC&B (Mfr is Micro Focus International, Third Party Program) - Named Developer Perpetual	17727046	1		FULL USE	24-Nov-11	449.05
Tuning Pack - Processor Perpetual	17727046	1		ULA	24-Nov-11	11,388.64
WebLogic Server Enterprise Edition - Processor Perpetual	17727046	4		FULL USE	24-Nov-11	3,163.51
Identity Manager Connector - Microsoft Active Directory - Connector Perpetual	17727046	1		FULL USE	24-Nov-11	1,455.21
Oracle Utilities Customer Care and Billing Integration to Oracle Utilities Meter Data Management - Processor Perpetual	17727046	18		FULL USE	24-Nov-11	16,675.36
WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	17727046	4		FULL USE	24-Nov-11	1,518.49
Oracle Utilities Customer Care and Billing Task Optimization Tools for Residential Customers - 100 in Customer Count Perpetual	17727046	14300		FULL USE	24-Nov-11	21,579.48
Oracle Business Intelligence Management Pack - Processor Perpetual	17727046	1		ULA	24-Nov-11	5,820.86

## Service Level: Software Update License &amp; Support

End Date: 24-Sep-12

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Oracle Utilities Customer Care and Billing Base for Residential Customers - 100 in Customer Count Perpetual	17727046	14300		FULL USE	24-Nov-11	86,317.93
Oracle Utilities Customer Care and Billing Rating and Billing for Interval Data for Residential Customers - 100 in Customer Count Perpetual	17727046	14300		FULL USE	24-Nov-11	32,369.22
Oracle Utilities Customer Care and Billing Archiving for Residential Customers - 100 in Customer Count Perpetual	17727046	14300		FULL USE	24-Nov-11	10,789.74
Oracle Utilities Customer Care and Billing Rating and Billing for Commercial & Industrial Customers - 100 in Customer Count Perpetual	17727046	1710		FULL USE	24-Nov-11	77,414.51
Oracle Utilities Customer Care and Billing Cashiering for Commercial & Industrial Customers - 100 in Customer Count Perpetual	17727046	1710		FULL USE	24-Nov-11	19,363.63
Partitioning - Processor Perpetual	17727046	1		ULA	24-Nov-11	26,193.87
Oracle Utilities Mobile Workforce Management Mobile - Field Resource Perpetual	17727046	250		FULL USE	24-Nov-11	17,844.57
Oracle Database Enterprise Edition - Processor Perpetual	17727046	1		ULA	24-Nov-11	108,192.08
Diagnostics Pack - Processor Perpetual	17727046	1		ULA	24-Nov-11	11,388.64
Provisioning and Patch Automation Pack for Database - Processor Perpetual	17727046	1		ULA	24-Nov-11	7,972.05
Oracle Active Data Guard - Processor Perpetual	17727046	1		ULA	24-Nov-11	17,082.96
Change Management Pack - Processor Perpetual	17727046	1		ULA	24-Nov-11	7,972.05
Oracle Business Intelligence Suite Enterprise Edition Plus - Processor Perpetual	17727046	1		ULA	24-Nov-11	149,317.73
Web Tier - Processor Perpetual	17727046	5		FULL USE	24-Nov-11	790.88
Management Pack for WebCenter Suite - Processor Perpetual	17727046	4		FULL USE	24-Nov-11	1,518.49
Identity Manager Connector - Microsoft Exchange - Connector Perpetual	17727046	1		FULL USE	24-Nov-11	1,455.21
WebLogic Server Management Pack Enterprise Edition - Processor Perpetual	17727046	1		ULA	24-Nov-11	39,480.62
Configuration Management Pack for Oracle Database - Processor Perpetual	17727046	1		ULA	24-Nov-11	11,388.64

<b>Service Level:</b>	<b>Software Update License &amp; Support</b>	<b>End Date: 24-Sep-12</b>
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Final Price
Universal Content Management - Processor Perpetual	17727046	4		FULL USE	24-Nov-11	14,552.15
Oracle Utilities Customer Care and Billing Rating and Billing for Residential Customers - 100 in Customer Count Perpetual	17727046	14300		FULL USE	24-Nov-11	43,158.97
Oracle Utilities Customer Care and Billing Base for Commercial & Industrial Customers - 100 in Customer Count Perpetual	17727046	1710		FULL USE	24-Nov-11	154,829.01
Oracle Utilities Customer Care and Billing Credit and Collections for Commercial & Industrial Customers - 100 in Customer Count Perpetual	17727046	1710		FULL USE	24-Nov-11	77,414.51
Oracle Utilities Customer Care and Billing Rating and Billing for Interval Data for Commercial & Industrial Customers - 100 in Customer Count Perpetual	17727046	1710		FULL USE	24-Nov-11	58,060.88
Oracle Utilities Customer Care and Billing Archiving for Commercial & Industrial Customers - 100 in Customer Count Perpetual	17727046	1710		FULL USE	24-Nov-11	19,353.63
Micro Focus Server Express for CC&B (Mfr Is Micro Focus International, Third Party Program) - Named Developer Perpetual	17727046	1		FULL USE	24-Nov-11	361.74
Oracle Utilities Meter Data Management for Residential Customers - 100 Meters Perpetual	17727046	19640		FULL USE	24-Nov-11	78,243.89
WebLogic Server Standard Edition - Named User Plus Perpetual	17718342	120		FULL USE	24-Nov-11	3,319.89

**Subtotal: USD 2,619,706.91**

**Total Amount: USD 4,597,057.00**

plus applicable tax

**Notes:**

1. If any of the fields listed above are blank, the program licenses were acquired under a separate license model in which such field(s) does not apply.
2. If a change to the Service Details provided above is required, please contact Aaron Anastasi at +19163155652 or at aaron.anastasi@oracle.com and an updated ordering document will be provided to you in accordance with Oracle's technical support policies.



## GENERAL TERMS

"You" and "your" refers to the Customer provided above.

In the event that the Customer and the Quote To Account Name provided above are not the same, LOS ANGELES DEPT OF WATER AND POWER acknowledges that Customer has authorized LOS ANGELES DEPT OF WATER AND POWER to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. LOS ANGELES DEPT OF WATER AND POWER agrees that the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to LOS ANGELES DEPT OF WATER AND POWER during the term of service.

The technical support services acquired under this ordering document are governed by the terms and conditions of the GMA-11498299-25-SEPT-2005. However, any use of the programs, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs set forth in the order in which the programs were acquired.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies, including Oracle's reinstatement policy, may be accessed at <http://www.oracle.com/support/policies.html>. Customers who allow technical support to lapse and later wish to reactivate it will be subject to Oracle's reinstatement policy in effect at the time of reinstatement. Applicable reinstatement fees may apply in addition to the annual technical support fees.

In the event that Priority Service is acquired under this ordering document, you acknowledge you must maintain a current Software Update License & Support contract for all licenses in a license set for which Priority Service has been purchased. By accepting this ordering document, you also acknowledge that Software Update License & Support for program licenses listed under the Priority Service level may be renewed under separate contract(s). Upon renewal, Priority Service fees will be based on the Priority Service pricing policies in effect at the time of renewal and such fees will be adjusted to account for any acquisition of additional licenses in a license set. Contractual caps on annual technical support fees for Software Update License & Support do not apply to Priority Service, unless stated otherwise in your contract.

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## Order Processing Details

Your order is subject to Oracle's acceptance. An order consists of the following: (i) this ordering document, which incorporates by reference the GMA-11498299-25-SEPT-2005, and (ii) a form of payment acceptable to Oracle. Oracle normally accepts orders after receipt of a purchase order, check or credit card issued in accordance with the Purchase Order, Check, Credit Card Confirmation section below. If Oracle accepts your order, the service start date is the effective date of such order and also serves as the commencement date of the technical support services.

Please note that if the pre-tax value of this ordering document is USD2,000 or less, the technical support services on this ordering document must be paid either by credit card or electronic upload of a PO to the Online site.

Once ordered, technical support for the support period defined above is non-cancelable and the related fees are non-refundable.

An invoice will only be issued upon receipt of a form of payment acceptable to Oracle. Regardless of the form of payment, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If LOS ANGELES DEPT OF WATER AND POWER is a tax exempt organization, a copy of LOS ANGELES DEPT OF WATER AND POWER's tax exemption certificate must be submitted with LOS ANGELES DEPT OF WATER AND POWER's purchase order, check, credit card or other acceptable form of payment.

### PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION

#### **Purchase Order**

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Service Contract #: 4107107
- Term of Service: 28-May-11 to 24-Sep-12
- Final Total: USD 4,597,057.00 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: GMA-11498299-25-SEPT-2005

In issuing a purchase order, LOS ANGELES DEPT OF WATER AND POWER agrees that the terms of this ordering document and the terms of GMA-11498299-25-SEPT-2005 supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered.

Please e-mail or fax the purchase order to Oracle per the Remittance Details provided below.

#### **Check**

If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Service Contract #: 4107107
- Term of Service: 28-May-11 to 24-Sep-12
- Final Total: USD 4,597,057.00 (excluding applicable tax)
- Local Tax, if applicable
- Agreement: GMA-11498299-25-SEPT-2005

In issuing a check, LOS ANGELES DEPT OF WATER AND POWER agrees that only the terms of this ordering document and the terms of GMA-11498299-25-SEPT-2005 shall apply to the technical support services ordered. No terms attached or submitted with the check shall apply.

Please mail check payments per the Remittance Details provided below.

**Credit Card Confirmation**

If the technical support services on this ordering document will be ordered and paid under a credit card, please complete the section below and return it to Oracle per the Remittance Details provided below. Please note that Oracle is unable to process credit card transactions of USD100,000 or greater.

Service Contract #: 4107107  
Term of Service: 28-May-11 to 24-Sep-12  
Final Total: USD 4,597,057.00 (excluding applicable tax)  
Agreement: GMA-11498299-25-SEPT-2005

\_\_\_\_\_  
Credit Card Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Billing Address (associated with Credit Card)

\_\_\_\_\_  
City, State, and Zip (associated with Credit Card)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

The credit card must be valid for the entire Term of Service above. In issuing this credit card confirmation, LOS ANGELES DEPT OF WATER AND POWER agrees that only the terms of this ordering document and the terms of GMA-11498299-25-SEPT-2005 shall apply to the technical support services ordered. No terms attached or submitted with the credit card confirmation shall apply.

**REMITTANCE DETAILS**

Purchase orders or credit card details for the technical support services ordered hereto should be sent to:

Attn: Aaron Anastasi  
Oracle Support Services  
Fax: +19163155657  
E-mail: aaron.anastasi@oracle.com

Checks for the technical support services ordered hereto should be sent to:

**AK, AZ, CA, HI, ID, NV, OR, UT, WA:**

Oracle America, Inc.  
PO Box 44471  
San Francisco, CA 94144-4471

**All other States:**

Oracle America, Inc.  
PO Box 71028  
Chicago, IL 60694-1028

**EXHIBIT M**

**ATTACHMENT I**

**ORACLE TECHNOLOGY GLOBAL PRICE LIST  
DECEMBER 1, 2007**

**ATTACHMENT II**

**ORACLE'S LICENSE DEFINITIONS AND RULES  
Version 111907**