

FEDERAL ACQUISITION SERVICE FOR
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE, AND SERVICES
FSC GROUP 70



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Alaska Native 8(a) Company

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Contract Number: *GS-35F-0509S*

Period Covered by Contract: June 30, 2006 through June 29, 2011

Pricelist current through Modification #PA-0003, dated 4/10/2008





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

**GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item Numbers (SINs)

- 132-32 Term Software Licenses
- 132-33 Perpetual Software Licenses

FSC Class 7030 – Information Technology Software

Category Code

Large Scale Computers

- 1. Application Software.....H
- 2. Electronic Commerce Software.....H
- 3. Utility Software.....H
- 4. Communication Software.....H
- 5. Core Financial Management Software.....H
- 6. Ancillary Financial Systems Software.....H

Microcomputers

- 1. Application Software.....H
- 2. Electronic Commerce Software.....H
- 3. Utility Software.....H
- 4. Communication Software.....H
- 5. Core Financial Management Software.....H
- 6. Ancillary Financial Systems Software.....H

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

132-34 Maintenance of Software

132-51 Information Technology Professional Services

- FPDS Code D301IT Facility Operation and Maintenance
- FPDS Code D306IT Systems Analysis Services
- FPDS Code D307Automated Information Systems Design and Integration Services
- FPDS Code D310IT Backup and Security Services
- FPDS Code D316IT Network Management Services
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

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

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

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SPECIAL NOTICE TO AGENCIES Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT

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

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

Offerors are requested to check one of the following boxes:

- [X] The Geographic Scope of Contract will be domestic delivery only for SIN 132-51
- [X] The Geographic Scope of Contract will be domestic and overseas delivery for all other SINS
- [] The Geographic Scope of Contract will be overseas delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

Orders:

TKC Integration Services, LLC
ATTN: GSA Orders
13873 Park Center, Suite 400N
Herndon, VA 20171-3223

Remittance:

TKC Integration Services, LLC
3201 C Street, Suite 400C
Anchorage, AK 99503-3967

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards **will** be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

(571) 323-5584

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

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

Block 9: G. Order/Modification Under Federal Schedule
 Block 16: Data Universal Numbering System (DUNS) Number: 141089040
 Block 30: Type of Contractor - A. Small Disadvantaged Business
 Block 31: Woman-Owned Small Business - No
 Block 36: Contractor's Taxpayer Identification Number (TIN): 80-0084341

- 4a. CAGE Code: 3NBK4
- 4b. Contractor **has** registered with the Central Contractor Registration Database.

5. FOB DESTINATION

F.O.B. Destination

6. DELIVERY SCHEDULE

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

<u>SPECIAL ITEM NUMBER</u>	<u>DELIVERY TIME (Days ARO)</u>
132-32	30 Days (if delivery is required)
132-33	30 Days (if delivery is required)
132-51	TBD in Order and as agreed between the Ordering Agency and the Contractor

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

7. DISCOUNTS

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. PROMPT PAYMENT: 0% - Net 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. QUANTITY. None unless otherwise specified in the pricelist.
- c. DOLLAR VOLUME. None unless otherwise specified in the pricelist.
- d. GOVERNMENT EDUCATIONAL INSTITUTIONS. Government Educational Institutions are offered the same discounts as all other Government customers unless otherwise specified in the pricelist.

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

Export packing is available at an additional cost outside the scope of this contract.

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$100.

11. MAXIMUM ORDER (THESE ARE NOT ORDER LIMITATIONS – SEE PARAGRAPH 11B)

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

Special Item Number 132-32 - Term Software Licenses
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 – Maintenance of Software
Special Item Number 132-51 - Information Technology (IT) Professional Services

11B. ORDERS THAT EXCEED THE MAXIMUM ORDER (I-FSS-135)(AUG 1995)

- a. In accordance with FAR 8.404 there may be circumstances when an ordering activity finds it advantageous to request a price reduction. The maximum order limits above have been established to assist ordering activities when they should seek a price reduction. When an agency order exceeds the maximum order limit it is recommended that the ordering activity request a reduced price.

- b. TKCIS may:

- (1) offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations.
- (2) offer the lowest price available under the contract; or
- (3) decline the order (orders must be returned in accordance with FAR 52.216-19

- c. A delivery order that exceeds the maximum order may be placed with TKCIS in accordance with FAR 8.404. The order will be placed under the contract.

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)

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

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

- (a) **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

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

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

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

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

Note: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

- (1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

19. OVERSEAS ACTIVITIES

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

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE

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

<http://www.oracle.com/accessibility/>

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

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

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

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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

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

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

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

26. SOFTWARE INTEROPERABILITY

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

27. ADVANCE PAYMENTS

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

28. COOPERATIVE PURCHASING

Section 211 of the E-Government Act of 2002 amended the Federal Property and Administrative Services Act to allow for "cooperative purchasing." Cooperative Purchasing authorizes State and local government entities to purchase Information Technology (IT) products and services from the GSA's Schedule 70 and the Corporate Schedule contracts containing information technology (IT) Special Item Numbers (SINs). Cooperative Purchasing is limited to the purchase of Information Technology (IT) [automated data processing] equipment (including firmware), software, supplies, support equipment, and services. State and local government entities means: the states of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of

higher education), and including legislative and judicial departments.

29. SEGMENTATION

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

30. LIMITATION OF LIABILITY

NEITHER TKCIS NOR AN ORDERING ACTIVITY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE. FURTHER, NEITHER TKCIS NOR AN ORDERING ACTIVITY SHALL BE LIABLE FOR PUNITIVE DAMAGES EXCEPT TO THE EXTENT THIS LIMITATION IS PROHIBITED BY APPLICABLE LAW. TKCIS MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDERING ACTIVITY'S ORDER, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE AMOUNTS PAID UNDER THE ORDER; HOWEVER, IN THE EVENT OF A TERMINATION FOR CAUSE TKCIS'S MAXIMUM LIABILITY SHALL BE LIMITED TO REASONABLE REPROCUREMENT COSTS NOT TO EXCEED AN AMOUNT EQUAL TO THE AMOUNT PAID TO TKCIS. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT (31 USC 3729 TO 3733). FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED HEREIN (I.E., C.28 PRICE REDUCTIONS, C.1 (H) PATENT INDEMNIFICATION (AS MODIFIED), LIABILITY FOR INJURY OR DAMAGE (SECTION I, PARAGRAPH 3 OF THE PRICE LIST), AND GSAR 552.215-72 PRICE ADJUSTMENT -- FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997))."

31. AUDIT

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

32. INTELLECTUAL PROPERTY INDEMNIFICATION

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

You may not:

- Remove or modify any program markings or any notice to Oracle's proprietary rights;

- Make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- Cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs; or
- Disclose results of any program benchmark tests without Oracle's prior written consent.

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

1. INSPECTION/ACCEPTANCE

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

2. WARRANTY

1 Year after delivery. Also refer to Section I, Paragraphs 18.

3. TECHNICAL SERVICES

Telephone and web-based services for the purpose of acquiring user assistance and guidance in the implementation of the software are available to ordering activities under the Technical Support offerings in Appendices II and IV. Phone numbers and contact information by country can be found for informational purposes only on the Oracle support web site at:
<http://www.oracle.com/support/contact.html>

4. TECHNICAL SUPPORT

A. Oracle

a. Technical support consists of Software updates, Product Support and/or other annual technical support services. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracles' 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 may access the current version of the technical support policies at <http://oracle.com/contracts>. Technical support is effective upon shipment, or if shipment is not required, upon the effective date of the ordering document. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle.

b. Software Updates or Product Support acquired with your order may be renewed annually and if you renew the Software Updates or Product Support for the same number of licenses for the same programs, for the first and second renewal years the fee for Software Updates or Product Support will not increase by more than 4% over the prior years fees. If your order is fulfilled by a member of Oracle's partner program, the fee for Software Updates or Product Support for the second renewal year will not increase by more than 4% over the prior year's fees.

c. 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 the subset of licenses. The technical support fees for the remaining licenses will be prices 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 availability of Extended Support or Extended Maintenance Support and information about migration paths for certain features. The desupport notices are subject to change; Oracle will provide updated desupport notices on MetaLink (or Oracle's then current customer support web site) as necessary.

5. PERIODS OF TERM LICENSES (132-32) AND FOR TECHNICAL SUPPORT (132-34)

- a. Oracle shall honor orders for periods for the duration of the contract period or lesser periods of time in accordance with its commercial policies.
- b. Term licenses are not refundable and shall be in place for the period ordered. Technical Support services may be discontinued by the ordering activity on thirty (30) calendar days written notice to Oracle, and fees for such Technical Support shall be adjusted accordingly. However, any such discontinuation is subject to the requirements set forth above in paragraph 4.b.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or Technical Support services, the period of the term licenses and/or Technical Support shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or Technical Support orders citing the new appropriation shall be required, if the term licenses and/or Technical Support services are to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify Oracle in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or Technical Support services are to be terminated at that time. Orders for the continuation of term licenses and/or Technical Support services will be required if the term licenses and/or Technical Support services are to be continued during the subsequent period.

6. TERM LICENSE UPGRADES

- a. Call Technical Support for information regarding term license upgrades or for a term license upgrade quote.

7. TERM LICENSE CESSATION

RESERVED

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

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101. "Programs" includes all programs, software, databases, updates, documentation, media, and technical data licensed, developed and/or delivered to an ordering activity hereunder, all of which shall be deemed to be "commercial items" and "commercial computer software" pursuant to the FAR.
- b. When acquired by the ordering activity, programs shall be subject to the following:
 - (1) Title to and ownership of programs shall remain with Oracle, unless otherwise specified.
 - (2) Software programs are licensed by ordering activity. The programs may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has been licensed to use the software, even if the subdivision did not participate in the acquisition of the software, provided the terms of the applicable software license conditions (including the requisite quantity or metric limitations) are satisfied. Definitions for the licensing metrics and term designation, as well as the licensing rules, are listed in the Software Licenses and Technical Support Pricing and Licensing Rules at Appendix II, and the Glossary at Appendix I, of this Pricelist.

(3) Except as is provided in paragraph b (2) above, the ordering activity shall not provide or otherwise make available the programs, or any portion thereof, in any form, to any third party without the prior written approval of Oracle. Third parties do not include prime contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the limited right to use the programs ordered by it solely for its internal business operations and subject to the terms of this contract. An ordering activity may allow its agents and contractors to use the programs for this purpose, subject to the terms of this contract. Provided the terms of the applicable software license conditions (including the requisite quantity or metric limitations) are satisfied, for purposes of disaster recovery, an ordering activity has the right to transfer programs acquired hereunder to another site if the ordering activity site for which programs are acquired is deemed to be unsafe for ordering activity personnel; to copy programs to a backup computer for use when the primary computer is inoperative; and, to copy programs for safekeeping (archives) or backup purposes.

(5) Program Documentation (in the form generally available) is either shipped with the programs, or an ordering activity may access the documentation online at <http://docs.oracle.com> (provided for informational purposes only).

(6) Oracle retains all ownership and intellectual property rights to the programs and anything developed by Oracle and delivered to an ordering activity under this contract resulting from Technical Support services provided hereunder. An ordering activity may make a sufficient number of copies of each program for its licensed use and one copy of each program media.

(7) Ordering activities may not:

- remove or modify any program markings or any notice of Oracle's proprietary rights;
- make the programs, or materials resulting from services provided, available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services acquired):
- use the programs to provide third party training on the content and/or functionality of the programs, related documentation or technical data except for training licensed users;
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs; or
- disclose results of any program benchmark tests without Oracle's prior written consent.

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

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

10. MIGRATIONS

A license migration is a means of contractually modifying an ordering activity's Oracle licenses purchased under older license metrics to take advantage of current license metrics. An ordering activity may contact TKCIS to provide a quotation for migration of software hereunder in accordance with the Oracle migration policies and applicable ratios found in the Oracle Guidelines for Migration and Upgrade to E-Business Licensing at Appendix III.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. TRIAL PROGRAMS

Ordering activities may order trial programs, or Oracle may include additional programs with an order that an ordering activity may use for trial, non-production purposes only. Ordering activities may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. Ordering activities have 30 days from the delivery date to evaluate these programs. If an ordering activity decides to use any of these programs after the 30-day trial period, it must obtain a license for each program from Oracle. If an ordering activity decides not to obtain a license for any program after the 30-day trial period, it must cease using and delete any such programs from its computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

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

1. SCOPE

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

2. PERFORMANCE INCENTIVES

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

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

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

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

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

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

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING

Commercial Job Title: **Senior Consultant/Senior Engineer**

Minimum General Experience: Considerable (typically 1-4 years) experience in software applications development, or functional experience performing business systems analysis working with software applications products. Possesses specific industry experience. Solid ability to perform analysis and design. Experience managing project teams.

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

Minimum Education: BA/BS in Computer Science, Electrical Engineering, or related field and/or equivalent experience.

Hourly Rate: \$199.50

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

1. PREAMBLE

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

2. COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact -Joel Lipkin, (703) 472-5774, email Joel.Lipkin@tkcis.com or via fax at (703) 991-7567.

SUGGESTED FORMATS FOR BLANKET PURCHASE AGREEMENTS

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)**

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

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

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

Signatures

Agency Date

Contractor Date

BPA NUMBER _____

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

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

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

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

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____

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

- (4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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

- (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors. Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

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

APPENDIX I GLOSSARY

To fully understand a license grant, an ordering activity should review the definition for the licensing metric and term designation as well as the licensing rules, which are listed below.

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

\$M Annual Transaction Volume: is defined as one million U.S. dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by ordering activity 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 ordering activities, MetaLink has information on which products have been translated for the supported languages (<http://metalink.oracle.com>). For new or unsupported ordering activities, please contact your Oracle Account Manager for this information.

Application User: is defined as an individual authorized by ordering activity 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 ordering activity licenses the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, ordering activity is required to maintain licenses for the equivalent number of Application Users licensed and ordering activity is granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for ordering activity's entire employee population. Application Users licensed for Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

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

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

Collaboration Program User: is defined as an individual authorized by ordering activity to use the Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. For the purposes of counting and licensing the number of Real Time Collaboration users, a Collaboration Program User within ordering activity's 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 ordering activity's 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, ordering activity employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the Programs are installed. A Computer license allows ordering activity to use the licensed Program on a single specified computer.

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

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

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

Employee: is defined as an all of ordering activity's full-time, part-time, temporary employees and all of ordering activity's 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 the event that ordering activity elects to outsource any business function(s), all of the full-time, part-time, temporary employees and agents, contractors and consultants of the company providing the outsourcing services must be counted for the purposes of determining the number of Employees.

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

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12-month period. Ordering activity 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 ordering activity, including the dispatchers, to the field using the Programs.

Freight under Management (FUM): is defined as one million US Dollars of the total transportation value of tendered orders in USD 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 ordering activity, plus the cost of freight for shipments managed by ordering activity (e.g., ordering activity is not purchasing transportation services on behalf of ordering activity's clients but is providing transportation management services for ordering activity's clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to ordering activity with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in ordering activity's institution and any part-time student enrolled in ordering activity's institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on ordering activity's 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.

Implementation Services, Packaged Methods, Architecture Services, Accelerator Services, Assessment Services and Workshops

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

1K Invoice Line: is defined as one thousand invoice line items processed by the Program during a 12 month period. Ordering activity may not exceed the licensed number of Invoice Lines during any 12-month period unless ordering activity acquires additional Invoice Line licenses from Oracle.

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

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

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

Named User Plus: is defined as an individual authorized by ordering activity 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. Ordering activity is 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 Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware and Provisioning Pack, only the users of the third party 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 Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, 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.

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 ordering activity's employee, contractor or outsourcer, authorized by ordering activity 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.

Oracle Finance Division Contract: is a contract between ordering activity and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under ordering activity's 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. Ordering activity may not exceed the licensed number of Order Lines during any 12-month period unless ordering activity acquires additional Order Line licenses from Oracle.

Order Management User: is defined as an individual authorized by ordering activity 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. Ordering activity may not exceed the licensed number of orders during any 12-month period.

Partner Organization: is defined as an external third party business entity that provides value-added services in marketing and selling ordering activity's 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 ordering activity's employee or contractor who is actively working on behalf of ordering activity's organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the application. For Project Resource Management, a person is defined as an individual who is scheduled on a project. For Internet Time, a person is defined as an individual who is charging time to a project via the application. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

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

Processor: shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on processor basis may be accessed by ordering activity's internal users (including agents and contractors) and by ordering activity's third party users. For the purposes of counting the number of processors which require licensing for a Sun UltraSPARC T1 processor with 4, 6 or 8 cores at 1.0 gigahertz or 8 cores at 1.2 gigahertz for only those servers specified on the Sun Server Table which can be accessed at <http://oracle.com/contracts>, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .25. For the purposes of counting the number of processors which require licensing for AMD and Intel multicore chips, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .50. For the purposes of counting the number of processors which require licensing for all hardware platforms not otherwise specified in this section, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a core processor licensing factor of .75. All cores on all multicore chips for each licensed Program for each core processor licensing factor listed above 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.

For example, a Sun UltraSPARC T1 based server 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). An Intel or AMD based server installed and/or running the program (other than Standard Edition One Programs or Standard Edition Programs) on 7 cores would require 4 processor licenses (7 multiplied by a core processor licensing factor of .50 equals 3.50 which is then rounded up to the next whole number which is 4). Two multicore servers, for hardware platforms not specified above, installed and/or running the Program on 10 cores would require 8 processor licenses (10 multiplied by a core processor licensing factor of .75 equals 7.50 which is then rounded up to the next whole number which is 8).

For the purposes of the following programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware and Provisioning Pack, only the processors on which the third party 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 Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all processors on which the middleware and/or database software that support the respective application program are running are counted for the purpose of determining the number of licenses required.

For the Healthcare Transaction Base Program, only the processors on which Internet Application Server Enterprise Edition and this Program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator Programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program are running are counted for the purpose of determining the number of licenses required for the licensed Program; under these licenses ordering activity may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running. With respect to the Customer Data Hub Program, in determining the number of licenses required, only processors on which both Oracle Database Enterprise Edition and the Customer Data Hub Program are running in production shall be counted.

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

Professional User 2003: is defined as an individual authorized by ordering activity to use the application Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time. Professional Users 2003 are allowed to manually enter orders directly into the Programs but any orders entered electronically into Order Management from other sources must be licensed separately.

Professional User 2003 – External: is defined as an individual, who is not ordering activity's employee, contractor or outsourcer, authorized by ordering activity to use the application Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time. Professional Users 2003 – External are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately.

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

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

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

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

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by ordering activity 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 ordering activity's business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. \$1,000 increment of ordering activity's

gross annual revenue as reported to the SEC in ordering activity's 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: 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.

Technical Reference Manuals

Technical Reference Manuals ("TRMs") are Oracle's confidential information. Ordering activity shall use the TRMs solely for ordering activity's 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. Ordering activity shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. Ordering activity shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. Ordering activity agrees: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as ordering activity exercises to safeguard the confidentiality of ordering activity's own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with ordering activity's employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct ordering activity's employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of ordering activity's 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 ordering activity's 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 ordering activity "as-is" without any warranty of any kind. Upon termination, ordering activity shall cease using, and shall return or destroy, all copies of the applicable TRMs.

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

Third Party Programs: are defined as Programs designated in an Ordering Document as Third Party Programs.

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.

Trial Programs: are defined as additional Programs that may be included with ordering activity's order which ordering activity has not ordered but which ordering activity may use for trial purposes only. Ordering activity 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 ordering activity 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.

UPK Developer: is defined as an individual authorized by ordering activity 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 User: is defined as an individual authorized by ordering activity 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 Employee: is defined as an active employee of ordering activity's. (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 ordering activity's active employees must be included in ordering activity's order when licensing these applications). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

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

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

Term Designation

If ordering activity's 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. If ordering activity's Program does not specify a term, the Program license is perpetual and shall continue unless terminated as otherwise provided in the Agreement.

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

Licensing Rules

Failover: Ordering activity's license for the following Programs, Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One), Oracle Database Enterprise Edition Options, Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition), Oracle Internet Application Server Options, Business Intelligence Suite Enterprise Edition, Business Intelligence Server Enterprise Edition and Business Intelligence Standard Edition includes the right to run the Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the Program(s).

Testing: For the purpose of testing physical copies of backups, ordering activity's license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year.

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

Ordering activity is responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition can only be licensed on servers that have maximum capacity of 4 sockets. Additionally, it may be licensed on a single cluster of servers supporting up to a maximum number of 4 sockets.

- Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can be licensed on servers that have a maximum capacity of 2 sockets.
- The number of TRACE licenses (Rdb Server Option) must match the number of licenses of the associated database.
- The number of Diagnostics Pack and/or Configuration Management Pack licenses must match the number of licenses of the associated Internet Application Server Program (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition).
- The number of Service Registry licenses must match the number of licenses of the associated Internet Application Server Program (Java Edition, Standard Edition One or Standard Edition).
- The number of Database Enterprise Edition Options and Database Enterprise Management Packs licenses must match the number of licenses of the associated Audit Vault Server.
- The number of Bpel Process Manager Option, Business Activity Monitoring, XML Publisher, Service Registry and SOA Suite for Oracle Middleware licenses must match the number of licenses of the associated Internet Application Server Enterprise Edition Program.
- The number of Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing licenses must match the number of licenses of the associated Business Intelligence Server Enterprise Edition Program.
- The number of Business Intelligence Server Enterprise license options must match the number of licenses of the associated Business Intelligence Server Enterprise Edition program.
- Application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.
- For the TimesTen In-Memory Database, Replication – TimesTen to TimesTen and Cache Connect to Oracle programs, the number of gigabytes (GB) specified in the program name is the maximum size of data store (aggregate of in-memory databases or caches on a single computer system or node in a cluster of servers) irrespective of the number of processors licensed. Ordering activity may not exceed the specified GB data store limitation unless ordering activity acquires additional licenses from Oracle.

If ordering activity purchases Named User Plus licenses for the Programs listed below, ordering activity must maintain the following user minimums and user maximums:

Program Named User Plus Minimum

Oracle Database Enterprise Edition 25 Named Users Plus per Processor
 RDB Enterprise Edition 25 Named Users Plus per Processor
 CODASYL DBMS 25 Named Users Plus per Processor
 Toplink and Application Development Framework 10 Named Users Plus per Processor
 Internet Application Server Java Edition 10 Named Users Plus per Processor*
 Internet Application Server Standard Edition 10 Named Users Plus per Processor*
 Internet Application Server Enterprise Edition 10 Named Users Plus per Processor*
 BPEL Process Manager 10 Named Users Plus per Processor
 Portal 10 Named Users Plus per Processor
 Integration 10 Named Users Plus per Processor
 Business Intelligence 10 Named Users Plus per Processor
 Forms and Reports 10 Named Users Plus per Processor
 Web Services Manager 10 Named Users Plus per Processor
 XML Publisher 10 Named Users Plus per Processor
 Virtual Directory 10 Named Users Plus per Processor
 SOA Suite for Non Oracle Middleware 10 Named Users Plus per Processor
 Business Activity Monitoring for Non Oracle Middleware 10 Named Users Plus per Processor
 Fusion Middleware for PeopleSoft 10 Named Users Plus per Processor
 Fusion Middleware for SAP 10 Named Users Plus per Processor
 Business Intelligence 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

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

Program Named User Plus Maximum

Personal Edition 1 Named Users Plus per Database

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

Database Enterprise Edition Options - Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Content Database Suite, Database Vault, Records Database, Warehouse Builder Enterprise ETL, Warehouse Builder Data Quality
Database Enterprise Management Packs - Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack and Provisioning Pack for DB.

APPENDIX II

SOFTWARE LICENSES AND TECHNICAL SUPPORT PRICING AND LICENSING RULES

This Schedule provides a comprehensive offering of Oracle software products and services. While the preceding sections provide the terms and conditions for orders placed pursuant to this Schedule, this Appendix provides information to help ordering activities understand how to acquire more information about the individual products, and to understand the pricing for orders placed pursuant to this Schedule.

Oracle sells nearly one hundred and fifty products on multiple platforms, thus the number of possible software pricing configurations is virtually limitless. How an ordering activity deploys software within a given hardware environment and who they allow to access that software will be key factors in determining the total licensing costs. The details of an ordering activity's order includes special provisions, which are applicable to the product or service being purchased; however, placing and negotiating the order is the responsibility of the ordering activity.

This Appendix is designed to facilitate an ordering activity's understanding of the different factors to consider when purchasing Oracle software.

The following topics are addressed in this document:

- Software License product groupings
- Technical Support options
- Six additional factors that affect price:
 - License Level
 - License Type
 - License Metrics
 - Minimums
 - Prerequisites
 - Primary Usage
- Delivery and Installation

Software License Product Groupings

Oracle offers Software License and First Year Technical Support under 2 distinct groupings for the specific Programs available under this GSA Schedule:

- Server Technology products. This grouping consists of the Database, Enterprise Options, Enterprise Managers, Standalone Managers, TimesTen Products, Internet Application Server Products, Tools, Collaboration, Data Warehousing Products, Identity Management Products and Integration Products
- Application products. Oracle's applications are arranged according to the flow of business of a typical company with the vertical applications listed last

Additional detail for individual products is available for information purposes at: <http://www.oracle.com/products/> or in Oracle's Software Investment Guide at: <http://www.oracle.com/corporate/pricing/> (for information purposes). Specialty Topics are provided at: <http://www.oracle.com/corporate/pricing/index.html?specialtopics.html> (for information purposes) and provide modular overviews of Oracle's licensing practices, relative to certain areas, such as Partitioning, Oracle Database Licensing. The Specialty Topic documents provide additional information beyond the Software Investment Guide and are designed to help an ordering activity expand their knowledge of licensing in select areas.

Technical Support

Premier Support ("Software Update License & Support")

Provides the Ordering Activity with maintenance and support for Oracle database, middleware, and application programs for five years from their general availability date. For each software license in the Premier Support phase of Oracle's product support lifecycle, Ordering Activities may order first year Technical Support, "Software Update License & Support". Software Update License & Support entitles the Ordering Activity to product updates as well as 24 x 7 phone support provided by Oracle Support and is the standard level for all Oracle support services.

Other support options such as Extended Support, Sustaining Support, Incident Server Support Package, Jdeveloper Support and Premier Priority Service are not currently offered under this contract

Additional information concerning Oracle Technical Support is available at <http://www.oracle.com/support/policies.html>.

The price for Technical Support is the same whether the software license is perpetual or term. Technical Support is optional; however, back Technical Support fees or a reinstatement fee may be assessed if an ordering activity chooses to purchase Technical Support at a later date or allows Technical Support to lapse. Any applicable reinstatement fee is priced per the Technical Support policies in effect at the time of reinstatement. Oracle's pricing policy for reinstatement fees can be found in the Oracle Technical Support Policies located at <http://oracle.com/contracts>.

The price for Technical Support may increase from one year to the next; however, Technical Support acquired with an ordering activity's order is renewable annually. See Appendix IV for pricing instructions.

Fees for technical support acquired, renewed, or reinstated under this Schedule are due and payable monthly or quarterly in arrears.

Six Additional Factors That Affect Price

In addition to selecting the products to license and the Technical Support option, six (6) additional factors affect the price of an Oracle Software License:

Factor Choices

License Level Perpetual or Term

License Type Full Use

License Metrics Various (e.g., Named User Plus, Processor, Application User)

Minimums Specific to the product (e.g., (1000) Expense Reports for Internet Expenses, (100) Persons for Human Resources)

Prerequisites Additional products with which there is a functional dependency

Primary Usage Allows individuals licensed to use one application to also use other applications in a limited set for which the ordering activity has licenses

License Level

Many software licenses specify a limited time period, or term, during which the user is allowed to use the software. At the end of the term, the ordering activity must stop using the software unless new licenses are purchased or payment is made to extend the term of the license through an agreement with Oracle. A perpetual license allows the user to continue to use the software for as long as he continues to comply with the terms of the license agreement. Oracle offers perpetual licenses as well as one-year, two-year, three-year, four-year and five-year term licenses for all products, with the exception of Collaboration products, for which perpetual and one-year subscription licenses are offered.

License Type

A license type determines how Oracle software can be used. The standard license type offered by Oracle, and the only license type available under the Schedule, is a Full Use license. A Full Use license allows the end user to use the software for development, testing, production, and fail-over use.

License Metrics

A license metric determines how the usage is being measured when Oracle licenses its software to an ordering activity. An example of a current license metric is "Application User," which is defined as "an individual authorized by you to use the 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 an ordering activity purchases licenses for a program licensed on an Application User basis, then they will need to acquire licenses for every person they authorize to use the program. In many of the definitions, the term "installed" is used. Installed refers to the Oracle Media being used to create a database. During this state, background processes are not loaded into the memory of the server (the Oracle Database is not in "mount" or "run" state). License metrics are selected carefully to reflect the functionality the product offers and the value the ordering activity receives from utilizing that functionality. Accordingly, new license metrics may be created and old ones obsoleted as technology and software products

evolve over time. The license metrics available under this Schedule are listed in the Price Tables (see below) and definitions can be found in the Glossary at Appendix I.

Oracle's technology products are typically licensed using the two metrics described below:

Named User Plus Metric

This metric is used in environments where users can be identified and counted. Named User Plus includes both humans and non-human operated devices. All human users and non-human operated devices that are accessing the program must be licensed. A non-human operated device can be many things, like a temperature device. It is important to note that if the device is operated by a person, then this person must be licensed. For example, if a company has 400 employees who are operating 30 forklifts the 400 employees must be licensed because the forklift is not a "non-human operated device". A licensed Named User Plus may access the program on any instances where it is deployed, provided that the minimum on each server is met.

Processor Metric

This metric is mostly used in environments where the software users cannot be easily identified or counted, like in internet-based applications. The Processor metric is also used when it is more cost effective than Named User Plus licenses. All processors where the Oracle programs are installed and/or running must be licensed. If the server where the program is installed can be hardware-partitioned and the ordering activity can provide enough information to Oracle to confirm that only part of the server is being used by the Oracle program, then only the part that is being used must be licensed.

Oracle's robust applications offering, referred to as the E-Business Suite, can be licensed using one of the following two models:

- Component pricing, where applications can be licensed individually

Component Applications Pricing Model

To reflect Oracle's wide variety of applications, multiple license metrics are offered. These license metrics are divided into two basic categories: user-based and usage-based. User-based metrics count how many people are authorized to use the software. Usage-based metrics count items the application processes or creates as output.

Minimums

Minimums are used in conjunction with license metrics and refer to the minimum number of licenses an ordering activity is required to purchase and maintain when licensing Oracle products. Oracle uses license minimums to establish base values for our products, so minimums vary by product and license metric. For example, the minimum number of Processor licenses required when licensing Oracle Database Enterprise Edition is one, while the minimum number of Person licenses required when licensing Human Resources is 100. For some products (see Step 2 below), the minimum number of licenses an ordering activity is required to maintain remains in effect with the ordering activity's changing environment. For other products (see the price tables below), the minimum designates the minimum quantity for the initial purchase. For all Oracle products, the ordering activity is required to obtain licenses based on their actual software usage or Oracle's licensing minimums, whichever is greater. The applicable minimum for each software product can be found in the price tables below.

To ensure that an ordering activity has accurately met the minimum requirements, they should consult the price tables in this appendix and the Licensing Rules section of Appendix II, Glossary or review them with their Oracle Sales Representative.

Prerequisites/Components

Many Oracle products have functional interdependencies with other Oracle products. In some cases, prerequisite products are sold separately. An overview of the Oracle technology prerequisites for the E-Business Suite applications is provided in the Application Licensing Table at

<http://www.oracle.com/corporate/pricing/index.html?pricelists.html> (for information purposes).

Primary Usage

Oracle recognizes that in a business environment, individuals sometimes will need limited access to applications products other than the applications they use regularly in carrying out their primary job functions. For example, an employee in the Finance Department who usually uses a general ledger application product may also need to view data maintained using an inventory application at month and quarter ends. Purchasing software licenses for all applications for all employees who need this type of limited access can be prohibitively expensive. To more accurately reflect the value the ordering activity receives from applications licenses, Oracle developed the “primary usage” concept. Within a limited set of Oracle applications products, primary usage allows individuals licensed to use one application (based on the application they use the most) to also use any other application in a limited set for which the ordering activity has licenses. The ordering activity’s Oracle sales representative can advise as to which applications programs are eligible for primary usage rights.

Delivery and Installation

The software programs are delivered via two methods:

eDelivery

eDelivery is Oracle's method of delivering programs electronically via Electronic Product Distribution (EPD). EPD allows an ordering activity to access an Internet URL, provided by Oracle, whereby any Oracle product that is currently available to license can be downloaded by the ordering activity via the eDelivery web site URL <http://edelivery.oracle.com>.

Media Packs

A Media Pack contains DVDs and/or CD-ROMs for a suite of related products on a single operating system. Currently, ordering activities are delivered programs by eDelivery AND Media packs.

Program documentation is either shipped with the programs, or the ordering activity may access the documentation online at <http://www.oracle.com/technology/documentation> (for information purposes).

Installation of the Programs is the responsibility of the ordering activity.

Additional Programs may be included on the Media Packs delivered with an order, which may be used for trial purposes only. For up to 30 days from the delivery date, the ordering activity may evaluate these Programs. Any use of these Programs after the 30 day trial period shall require the ordering activity to purchase the applicable license(s). 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.

TKCIS pricing for Software licenses and first year Technical Support is available at the following URLs:

www.gsaadvantage.gov

www.tkcis.com/CONTRACTING-GSA.html

Prices are determined using the following steps.

Ordering activities can contact a TKCIS Sales Representative for assistance, or ordering activities can obtain a quote by calling: (571) 323-5584

STEP 1 - DETERMINE APPROPRIATE LICENSING UNIT(S)

Table 1 Media Packs

STEP 2 - DETERMINE MINIMUM LICENSE REQUIREMENTS AND APPLICABLE LICENSING RULES

The licensing rules can be found in the Glossary in Appendix I above. Minimum purchase requirements are specified for each product in the price tables below.

Processor Calculation

When counting the number of processor licenses required, Oracle counts all the physical processors in a server where Oracle is installed and/or running. For the purposes of counting the number of processors which require licensing for a Sun UltraSPARC T1 processor with 4, 6 or 8 cores at 1.0 gigahertz or 8 cores at 1.2 gigahertz for only those servers specified on the Sun Server Table which can be accessed at <http://oracle.com/contracts>, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .25. For the purposes of counting the number of processors, which require licensing for AMD and Intel multicore chips, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .50. For the purposes of counting the number of processors which require licensing for all hardware platforms not otherwise specified in this section, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a core processor licensing factor of .75. All cores on all multicore chips for each licensed program for each factor listed below 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.
Example #1: An ordering activity who wants to license the Database Enterprise Edition on a 4-way box will be required to license 4 Processors, unless the server is hardware partitioned. (Please refer to the Partitioning document for more information on this topic.)

Example #2: An ordering activity who wants to license the Database Enterprise Edition on a 4-way box with 1,000 users may prefer to use the Processor metric as it is more cost effective. 1,000 Named User Plus * \$800 (\$800,000) is less cost effective than 4 processors * \$40,000 (\$160,000). In this example, even though the ordering activity can count his users, it is more advantageous for him to obtain licenses by Processor.

Example #3: An ordering activity who wants to license the Database Enterprise Edition on a Sun UltraSPARC T1 based server installed and/or running the program 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).

Example #4: An ordering activity who wants to license the Database Enterprise Edition on an Intel or AMD based server installed and/or running the program on 7 cores would require 4 processor licenses (7 multiplied by a core processor licensing factor of .50 equals 3.50 which is then rounded up to the next whole number which is 4).

Example #5: An ordering activity who wants to license the Database Enterprise Edition on two multicore servers, for hardware platforms not specified in examples 3 and 4 above, installed and/or running the program on 10 cores would require 8 processor licenses (10 multiplied by a core processor licensing factor of .75 equals 7.50 which is then rounded up to the next whole number which is 8).

Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Additionally, it may be licensed on a single cluster of servers supporting up to a maximum of 4 sockets. Oracle Standard Edition One and Internet Application Server Standard Edition One may only be licensed on servers that have a maximum capacity of 2 sockets.

Minimum Named User Plus Calculation (Processor Based)

While all individuals authorized to use the programs and all non-human operated devices that can access the programs are to be licensed, the required named user plus minimums as outlined in the licensing rules section of the Glossary at Appendix I as well as the price tables must be met. If an ordering activity is licensing by named user plus, follow the instructions below to calculate the minimum number of named user plus licenses required for the intended hardware configuration.

1. Determine the number of processors on each server where the programs are installed and/or running.
2. Add together the processors on each server.
3. Consult the licensing rules section of the Glossary at Appendix I as well as the price tables to determine the appropriate named user plus minimum licensing requirement
4. Multiply the total number of processors by the appropriate named user plus minimum licensing requirement.
5. The resultant number represents the minimum number of named user plus licenses required for this hardware Configuration.

Example: The ordering activity wants to license the Database Enterprise Edition for three computers each with two processors:

1. Number of processors on each server = 2
2. Total number of processors = 6 (3 computers x 2 processors = 6)
3. Named user plus minimum license requirement for the Database Enterprise Edition is 25 named user plus licenses per processor
4. Multiply the total number of processors by 25 (6 x 25 = 150)
5. For this hardware configuration containing 6 processors the minimum number of named user plus licenses required is 150.

Note: For certain Application Server programs the Named User minimum is waived if the program is installed on a one processor machine that allows for a maximum of one user per program. To ensure that the ordering activity have accurately met the minimum requirements, consult with your TKCIS Sales representative at (571) 323-5584

STEP 3 – DETERMINE THE DESIRED TERM DESIGNATION

If an ordering activity’s program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

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

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

STEP 4 - DETERMINE THE APPROPRIATE PRICE(S) FOR THE CONTRACT ITEM(S)

See Appendix IV for pricing to renew Technical Support.

GSA NET PRICES – MEDIA

Table 1

Media Type	Net Price	Notes
<u>Standard</u>		
Media Pack (Initial orders only)	See below	See below

For initial orders only, delivery includes a media shipment (in object code form as a set of Media Packs) for no additional charge. Ordering activities must specify the applicable operating system (s). Additional Media Packs may be separately ordered from the Oracle Store at <http://oraclestore.oracle.com/>. Ordering activity should work with their Oracle Sales Representative to determine which Media Pack(s) will meet ordering activity’s needs. Order one Media Pack for each software license that will reside on a different computer. If ordering activity purchased licenses for several computers on different operating systems, order a Media Pack corresponding to each operating system. It is not necessary to order multiple Media Packs when ordering multiple products contained within the same Media Pack. If ordering activity does not own existing license(s), however, then ordering activity must purchase the associated licenses also.

General Terms – Oracle Software and Licenses

1. Delivery and Installation

a. Oracle has made available to the ordering activity for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the programs listed in section A. Through the Internet URL, the ordering activity can access and electronically download to the ordering activity's location the current production release as of the effective date below of the software and related documentation for each program listed in section A. Provided that the ordering activity has continuously maintained technical support for the programs listed in section A, the ordering activity may continue to download the software and related program documentation for the programs listed in section A. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery web site. Oracle will deliver the tangible media on the particular hardware/operating system combination(s) listed in section A to the address specified by the ordering activity on the ordering activity's purchasing document or when the ordering activity's purchasing document does not indicate a ship to address, the location specified on page 1 of this ordering document. Each media pack consists of the current production release as of the effective date below for 1 copy of the software media and 1 set of program documentation (in the form generally available) for each program included in the media pack. The applicable shipping terms for the delivery of tangible media are: FOB Destination.

b. The ordering activity shall be responsible for installation of the software.

2. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. The ordering activity agrees that such export control laws govern use of the programs (including technical data) and any services deliverables provided pursuant to an order under this contract, and to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations); additional information can be found on Oracle's Global Trade Compliance web site located at <http://oracle.com/contracts>. The ordering activity agrees that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology."

3. No Assignment of Orders, Licenses Or Services

The ordering activity may not assign orders or give or transfer the programs and/or any services ordered or an interest in them to another individual or entity. If an ordering activity grants a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if an ordering activity decides to lease or finance the acquisition of the programs and/or any services, it will follow Oracle's policies regarding financing and leasing which are at <http://oracle.com/contracts>.

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.

APPENDIX III

GUIDELINES FOR MIGRATION AND UPGRADE TO E-BUSINESS LICENSING

As technology evolves over time, Oracle's licensing and pricing models will, too. In many cases, it will be advantageous for an ordering activity to migrate to new products and licensing and pricing models. Business models change over time as different processes and functions can be automated using new technologies. Hardware configurations change to maximize new technological efficiencies. Accordingly, software also needs to be kept up to date. The business needs that an ordering activity supports today with its existing software licenses may be different from when it originally purchased the licenses. An ordering activity may need new products or different licenses. To facilitate the process of keeping software licenses aligned with business needs, Oracle has created standard Migration and Upgrade Policies. These policies can seem complex when viewed from the perspective of a single ordering activity, but they are designed to accommodate the different types of licenses Oracle has offered over its corporate history. Not every aspect of these policies will apply to every ordering activity. The purpose of this Appendix is to provide a general understanding of the basic components of Oracle's Migration and Upgrade Policies as they relate to licenses purchased directly from Oracle (i.e., not from an Oracle Reseller). Where possible in this document, examples have been provided to illustrate the steps and the method of the migration or upgrade. In practice, the actual calculations are done on a product-by-product, line-by-line basis and are carried out to many decimal places, with rounding occurring only at the final step.

It should be noted that when upgrading or migrating licenses, an ordering activity must maintain at least the same number of licenses. If it wishes to reduce the number of licenses as part of the upgrade or migration, the ordering activity will only be allowed to apply a net or list credit based on the number of licenses being upgraded or migrated. In addition, the migration or upgrade will be subject to Oracle's license termination and cancellation policies set forth in Oracle's Technical Support Policies located at <http://www.oracle.com/contracts>. When an ordering activity determines that it wants to migrate to a new licensing and/or pricing model and/or upgrade existing licenses, it needs to work with its Oracle Sales Representative to establish the Programs, quantities, license metrics, technical support services, pricing, and any other items that may be required.

Migrations shall be conducted pursuant to these guidelines, as applicable, or pursuant to Oracle's commercial practices in effect at the time of the migration. These guidelines do not reflect all of the rules used by Oracle to conduct every possible migration or upgrade. Because these guidelines account for matters such as industrial funding fee payments and pricing terms that are peculiar to the Federal Supply Schedule program, the actual procedures and calculations may vary depending on the circumstances and the origination of the licenses to be migrated. Every migration is subject to the mutual agreement of Oracle and the ordering activity. Ordering activities should consult their sales representative if they have any questions concerning a specific migration.

The following topics are addressed in this Appendix:

- Migration Guidelines
 - Supported Product Migrations
 - License Migrations
 - General License Requirements
 - Program Specific Migrations
 - Migration Matrix
 - Support Guideline
 - Migration Methodologies
 - Ratio-Based
 - Relative Percentage
 - Net/Net
 - Adding Programs and/or Users
 - Reinstating & Migrating
 - Terminating & Migrating
 - License Upgrade Guidelines
 - License Metric Upgrades
 - License Type Upgrades
 - Product Upgrades
 - Term License Upgrades
 - Upgrading to a Longer Term (including perpetual)
 - Adding licenses to a Term License and Upgrading Programs within a Term License
 - Migration Ordering Document

MIGRATION GUIDELINES

Software may be updated in three different ways: (i) a supported product migration, (ii) a license migration, or (iii) a license upgrade. Depending on the ordering activity's current configuration and how their business needs have evolved, it may require any combination of the three to bring licenses up to date.

Supported Product Migrations

In a supported product migration, the ordering activity receives an Update for an older product as described in Oracle's Technical Support Policies (found at <http://oracle.com/contracts>.) The exercise of a supported migration does not change the ordering activity's license rights or require modifications to its license agreement or ordering document. In some cases, use of the Update will be limited to functionality included in the older product unless the ordering activity simultaneously undertakes a license migration with the supported product migration. The ordering activity should consult its Oracle Sales Representative to determine if there are any restrictions on the support Update.

The media that an ordering activity receives as an Update under a Supported Product Migration may include software or functionality that it is not licensed to use. Receipt of the media does not constitute authorization to use the unlicensed software or functionality.

License Migrations

A license migration is a means of contractually modifying Oracle licenses purchased under older license metrics (e.g., Concurrent Device) to take advantage of current license metrics (e.g., Processor). License migrations enable ordering activities to modify their existing software licenses to benefit from Oracle's current licensing metrics, which best reflect the current state of technology, software use, and hardware configurations.

Depending on the product and licenses involved, the migration may be handled using a standard ratio (e.g., 25 Concurrent Devices = 1 Processor) or on a net/net basis. In a net/net migration, the ordering activity receives a credit for the net license fees paid for the original licenses that is applied against the net license fees due for the migrated licenses after the GSA discount has been applied. In both cases, support on the migrated configuration is calculated

based on the existing support fees and the current commercial list price of support for the migrated licenses. License migrations result in new licenses, a new license order and may require the payment of additional license and technical support fees. The new fees reflect the additional value received from the new licenses and support. This Appendix describes many of Oracle's policies relating to license migrations. The ordering activity should consult its TKCIS Sales Representative to understand all the policies applicable to a migration.

General License Requirements

For GSA ordering activities, a "current license metric" refers to those metrics that are listed in TKCIS current GSA Schedule Price List at the time of the migration or upgrade. An "old license metric" refers to metrics that are not currently available in TKCIS GSA Schedule Price List at the time of the migration or upgrade. Old license metrics include, for example, "Concurrent Device", or "UPU". New program licenses resulting from a license migration reflect the product names and license metrics available on TKCIS GSA Schedule Price List at the time of the migration or upgrade.

There are four general license requirements that apply to all existing licenses being migrated or upgraded:

- Licenses must be under technical support at the time of the migration.
- Options must match the number of licenses of the associated database. An ordering activity must migrate existing database and options licenses or application and options licenses together so the options licenses continue to match the database or application licenses, as applicable.
- An ordering activity acquiring licenses under current license metrics (through purchase, migration, or upgrade) is required to meet licensing minimums as specified in the GSA Schedule Price List in effect at the time of acquisition, migration, or upgrade.

- An ordering activity may not migrate older user-based licenses to Named User licenses and then upgrade them to Processor licenses. For example, an ordering activity may not migrate 75 Concurrent Device licenses to 150 Named User Plus licenses and then upgrade to Processor licenses using a list/list calculation. Older user-based licenses must be migrated to Processor licenses directly using the ratios in the Migration Matrix. Ordering activities are encouraged to migrate all of their licenses for the Program being migrated. If a total migration is not possible, an ordering activity can migrate a subset of the licenses that it owns for the Program, provided that the migrated licenses meet all applicable licensing requirements and that they are migrated at the exact ratios in the Migration Matrix. When migrating a subset of the owned licenses for the applicable Program, if the migration includes moving to the Processor metric, the migration to the Processor license metric must be calculated first.

For example, an ordering activity has a license set consisting of a total of 35 Concurrent Device licenses for Oracle-Enterprise Edition that it wants to migrate to Processors. The standard ratio for migrating Concurrent Devices to Processors is 25:1. The ordering activity cannot migrate 20 Concurrent Devices to 1 Processor by rounding up to 1 and retain 15 Concurrent Device licenses to migrate later. Rather, the ordering activity would be able to either:

- a) Migrate 25 Concurrent Devices to 1 Processor and either terminate or retain the remaining 10 Concurrent Devices for use or future migration
- b) Migrate 20 Concurrent Devices via a relative percentage migration (explained in greater detail in the ratio methodology section of this Appendix) and either terminate or retain the remaining 15 Concurrent Devices for use or future migration.

Please note that for either migration option referenced above, if any of the remaining licenses are terminated, the migration would be subject to Oracle's standard termination and cancellation policies. If the ordering activity wanted to migrate all 35 Concurrent Device licenses, standard rounding rules would apply and the ordering activity would be licensed for 1 Processor as a result of the migration (i.e. 25:1 ratio from Concurrent to Processor) and receive a relative percentage migration credit for the remaining 10 Concurrent licenses. Matching service level rules apply, whereby the ordering activity must maintain the same level of support for all licenses in the License Set (as defined in Oracle's Technical Support Policies).

Program-Specific Migrations

License migrations for some programs are subject to program-specific requirements beyond the general policies and calculation methodologies described in this Appendix. If an ordering activity's license migration or upgrade involves any of the following programs or program categories, which is accurate as of publication of this pricelist and subject to change, it should consult its TKCIS Sales Representative to understand all the policies applicable to the migration or upgrade:

Internet Developer Suite (iDS) & Internet Application Server (iAS)
Real Application Clusters/Oracle Parallel Server
GEMMS
Self-Service Applications (Web Employees, Web Customers and Web Suppliers)
Human Resources Applications
Order Management
TopLink, Steltor, and/or iFS
Express Products
Advanced Supply Chain Planning
Reliety
Self-Service Tutor & Tutor Upgrades
Collaxa BPEL Server
Oracle Financials & Sales Analyzers
Product Development
Phaos
Project Costing
Contracts & Contracts Intelligence
Data Mart Suite
G-Log
Thor and Octet-String
TimesTen
Demantra

Migration Matrix

Except for program-specific migrations, the primary tool in calculating a license migration will be the Migration Matrix. The Migration Matrix provides the ratios and methodologies to use when migrating old license metrics to current license metrics. Different ratios may be used for different product families. The ratios in the Matrix below are current as of the effective date of this Schedule and are subject to change.

TECHNOLOGY ^{1,2,3,4}

Metric Migration From:	To: Per Processor	To: Named User Plus	To: Other License Metrics
Named User – Order Form	50:1	1:1 Charge for additional users if license minimums are not met.	Collaboration Program User 1:1
Named User – Single Server	50:1	1:1 Charge for additional users if license minimums are not met.	Collaboration Program User 1:1
Named User – Network License (Applies to all old multi-server license agreements, e.g., NUA/PUA or NSO)	50:1	1:1 Charge for additional users if license minimums are not met.	Collaboration Program User 1:1
Named User – Multi Server	50:1	1:1 Charge for additional users if license minimums are not met.	Collaboration Program User 1:1
Named User	50:1	1:1 Charge for additional users if license minimums are not met.	Collaboration Program User 1:1
Concurrent Device – Order Form	25:1	1:2 Charge for additional users if license minimums are not met.	N/A
Concurrent Device – Network License (Applies to all old multi-server license agreements, e.g., NUA/PUA or NSO)	25:1	1:2 Charge for additional users if license minimums are not met.	N/A
Concurrent User – Order Form	25:1	1:2 Charge for additional users if license minimums are not met.	N/A
Concurrent User – Network License (Applies to all old multi-server license agreements, e.g., NUA/PUA or NSO)	25:1	1:2 Charge for additional users if license minimums are not met.	N/A
Developer – Network License	N/A	1:1	N/A
Developer – Order Form	N/A	1:1	N/A
Per Processor	1:1	N/A	N/A
Universal Power Unit	1000:1	N/A	N/A
Power Unit - Intel	1000:1	N/A	N/A
Power Unit - RISC	650:1	N/A	N/A
Power Unit	650:1	N/A	N/A
Exceptions: Any metric not found in the table above is calculated on a Net to Net basis	GSA Schedule Price of new configuration (Less net fees paid for converted licenses) = New net licenses fees Must verify net fees paid	GSA Schedule Price of new configuration (Less net fees paid for converted licenses) = New net license fees Must verify net fees paid	GSA Schedule Price of new configuration (Less net fees paid for converted licenses) = New net license fees Must verify net fees paid

TECHNOLOGY^{1,2,3,4}

Technology Notes

1. Ordering activity shall not be entitled to any credits or refunds if net fees paid for migrated licenses exceed the GSA price of the new configuration.
2. The Technology migration metrics above apply when converting existing Programs over to the new e-business licensing and pricing metrics. See Appendix II, Software Licenses and Technical Support Pricing and Licensing rules for the E-Business Licenses available under this Schedule.
3. Provided all licenses for the applicable Program are being migrated, if the migration results in a fraction, standard rounding rules apply. E.g., 1500 UPU's rounds up to 2 Processor and 1499 UPU's rounds down to 1 Processor. Please consult Ratio-Based methodology section below for more information about rounding rules.
4. Items which contain "N/A" do not default to the "Exceptions" calculation. If the cell for the desired migration metric contains "N/A" the ordering activity should consult its Oracle Sales Representative for assistance.

APPLICATIONS ^{1,2,3,4}

Metric Migration From:	To: Application User	To: Application User Read-Only	To: Other License Metrics
Named User	1:1	N/A	Enterprise Asset Management User 1:1 Field Sales User 1:1 Financial User 1:1 Inventory/Shipping User 1:1 Manufacturing User 1:1 Marketing User 1:1 Order Management User 1:1 Purchasing User 1:1 TeleSales User 1:1
Concurrent Device	1:2	N/A	Enterprise Asset Management User 1:2 Field Sales User 1:2 Financial User 1:2 Inventory/Shipping User 1:2 Manufacturing User 1:2 Marketing User 1:2 Order Management User 1:2 Purchasing User 1:2 TeleSales User 1:2
Concurrent User	1:2	N/A ⁵	Enterprise Asset Management User 1:2 Field Sales User 1:2 Financial User 1:2 Inventory/Shipping User 1:2 Manufacturing User 1:2 Marketing User 1:2 Order Management User 1:2 Purchasing User 1:2 TeleSales User 1:2
Read-Only	N/A	1:1	N/A
Casual User	N/A	1:1	N/A
Application User	1:1	N/A	Enterprise Asset Management User 1:1

			Field Sales User 1:1 Financial User 1:1 Inventory/Shipping User 1:1 Manufacturing User 1:1 Marketing User 1:1 Order Management User 1:1 Purchasing User 1:1 TeleSales User 1:1
Processor	N/A	N/A	Processor 1:1
Commissioned Agent	N/A	N/A	Compensated Individual 1:1
Paid Person	N/A	N/A	Person 1:1
Exceptions: Any metric no found in the table above is calculated on a Net to Net Basis	GSA Schedule Price of new configuration (Less net fees paid for converted licenses) = New net licenses fees Must verify net fees paid	GSA Schedule Price of new configuration (Less net fees paid for converted licenses) = New net licenses fees Must verify net fees paid	GSA Schedule Price of new configuration (Less net fees paid for converted licenses) = New net licenses fees Must verify net fees paid

Application Notes

1. Primary Usage concept applies. See Appendix II, Software Licenses and Technical Support Pricing and Licensing Rules.
2. The Application migration metrics above apply when converting existing Programs to new e-business licenses and pricing metrics. See Appendix II, Software Licenses and Technical Support Pricing and Licensing Rules for the E-Business Licenses available under this Schedule.
3. Ordering activity shall not be entitled to any credits or refunds if net fees paid for migrated licenses exceed the GSA price of the new configuration.
4. Applies to licenses sold under an Order Form or Network License (or other multi-server license agreement, including NUA/PUA and NSO).
5. Items which contain "N/A" do not default to the "Exceptions" calculation. If the cell for the desired migration metric contains "N/A" the Ordering Activity should consult its Oracle Sales Representative for assistance.

USER PRODUCTIVITY KIT

Metric Migration From:	To: UPK Developer	To: Application UPK User	To: UPK Employee
Named User	N/A	1:1	Net-Net
Named Restricted Users	N/A	Net-Net (must migrate to at least the original number of Named Restricted Users)	Net-Net
Developer	1:1	N/A	N/A
Exceptions: Any metric no found in the table above is calculated on a Net to Net Basis	GSA Schedule Price of new configuration (Less net fees paid for converted licenses) = New net licenses fees Must verify net fees paid	GSA Schedule Price of new configuration (Less net fees paid for converted licenses) = New net licenses fees Must verify net fees paid	GSA Schedule Price of new configuration (Less net fees paid for converted licenses) = New net licenses fees Must verify net fees paid

Support Guidelines

The following rules apply when calculating support for a license migration or upgrade:

Rule #1 - When migrating licenses to current metrics, the support price for the year following the migration for the migrated licenses only will be the lesser of (i) what was paid for the last year increased for renewal in accordance with Appendix IV, Technical Support Renewals and Rule #2 below, or (ii) the current commercial list price for support. No discounts (including the GSA discount) may be applied to the support price in this calculation. Support associated with any incremental licenses or license value must be added to the lesser of (i) or (ii) above, as applicable, to calculate the total go-forward support amount.

Rule #2 - When determining the support amount for the year following a migration, if the ordering activity has renewed support within the six months prior to the migration, the renewal adjustment specified in Appendix IV, Technical Support Renewals is not considered during the migration. Last year's support price for purposes of the comparison in Rule #1 will be what was paid at the last renewal.

Rule #3 - All contracts that include fixed support fees or support caps for old licenses will be honored in a license migration, for the migrated licenses only. Incremental licenses will result in incremental support fees. Support ramps are not considered fixed support fees. When migrating licenses which are under a support ramp that is not yet in its final year, last year's support price for purposes of the comparison in Rule #1 will be the final year of the support ramp. If the licenses are under the final year of the support ramp, then that support fee should be increased for renewal in accordance with Rules #1 and #2 above before making the Rule #1 comparison.

Migration Methodologies

There are three basic methodologies used to calculate license migrations: ratio-based, relative percentage and net/net calculations. All license migrations **must** be calculated using the methodology specified in the Migration Matrix. For example, migrating Named User Database-Enterprise Edition licenses to Processor Database-Enterprise Edition licenses must be calculated as a ratio migration; it may not be calculated on a net/net basis.

- Ratio Based Methodology

In a ratio-based migration, licenses under old metrics are transformed into licenses under new metrics using a fixed ratio relationship as specified in the Migration Matrix. The go-forward support price for the migrated configuration is determined by comparing the price paid for support in the previous year (adjusted for renewal as applicable, see the Support Guidelines above) to the commercial list support price for the migrated configuration, and taking the lesser of the two.

Example –

The ratio used when migrating a core technology program licensed under the Concurrent Device metric to a Processor license is 25 Concurrent Device = 1 Processor.

-Relative Percentage Migration

Relative percentage migrations apply to ratio migrations where the result of the application of the ratio is not a whole number. A relative percentage migration ensures that the ordering activity receives value exactly proportional to their original configuration. An ordering activity may choose any subset of their licenses and use them in a relative percentage migration.

Example-

An ordering activity owns licenses for 72 Named Users of Database-Standard Edition. They want to migrate to 2 Processors of Database-SE. Their support fees last year for the Named User licenses were \$4,514, and support was renewed less than six months ago.

Step 1: Determine the relative percentage.

Number of Named Users required to migrate to 1 Processor = 50

Number of Named User licenses owned = 72

Relative Percentage = $72/50 = 144\%$

Step 2: Calculate the price of 1 Processor.

License price of 1 Processor, Database-SE = \$7,254.41

Support price of 1 Processor, Database-SE = \$1,595.97

Step 3: Calculate relative percentage credit.

License price * relative percentage = $\$7,254.41 * 144\% = \$10,446.35$

Step 4: Calculate adjusted license price for migration. Customer requires 2 processors.

License price - relative percentage credit = $(2 * \$7,254.41) - \$10,446.35 = \$4,062.47$

Step 5: Calculate incremental support price.

Support price * (2 - relative percentage) = $\$1,595.97 * (2 - 1.44) = \893.74

Step 6: Calculate go-forward support for existing licenses.

Last year's adjusted support fees = \$4,514

Today's list support price for existing licenses = list support for 1 processor * relative percentage = $\$3,300 * 144\% = \$4,752$

Lesser of today's list or last year's adjusted support = \$4,514 = go-forward support for existing licenses

Step 7: Calculate total go-forward support fees for migrated configuration.

Go-forward support for existing licenses + incremental support = $\$4,514$ (from Step 6) + $\$893.74$ (from Step 5) = $\$5,407.74$.

The customer will owe \$4,062.47 in net license fees and \$5,407.74 in total support after the migration, and will be licensed for 2 Processors of Oracle Database-SE.

Provided all the owned licenses for the program being migrated (regardless of license metric, or the environment in which the licenses are installed) are aggregated and migrated together, standard rounding rules apply. If a subset is being migrated, the rounding rules cannot be applied. With standard rounding rules, if the result is has a fractional portion greater than or equal to 5 (i.e. 0.5, 1.6, 2.78, etc...) round up to the nearest whole number.

For example, if the result is 3.6, round up to 4. This is only applicable to ordering activities who have reached the end of their license grant. All licenses must be aggregated to be eligible to round up the result. If the fractional portion of the result is less than 5 (i.e. 0.1, 1.4, 2.45, etc...) then the customer is still eligible for a relative percentage migration. The customer can also choose to round down to the nearest whole number.

- Net/Net Migration Methodology

In a net/net migration, licenses under old metrics are transformed into licenses under current metrics using a fee based calculation. The GSA Schedule price of the new configuration is calculated using the GSA Schedule List Price in effect at the time of migration and the appropriate GSA discount is applied to the list price to determine the

net price of the migrated configuration. Then, a credit based on the net license fees originally paid for the licenses being migrated is subtracted from the GSA Schedule Price, and that results in the net license fees due for the migration.

In a net/net calculation, the support fees for the migrated configuration are: (i) the lesser of the support fees paid in the previous support year, subject to any applicable renewal adjustments (see the Support Guidelines above), or the current commercial list support price for the existing licenses (expressed as a percentage of the total commercial list support price of the migrated configuration), PLUS (ii) support fees corresponding to the incremental net license fees due for the migrated licenses, expressed as a percentage of the GSA Schedule Price for support for the new configuration.

Example –

An ordering activity has 200 Concurrent Device licenses for Parallel Server and wants to migrate to Real Application Clusters (RAC). The ordering activity plans to run RAC on 4 Processors. The Ordering Activity is already licensed for 4 Processors of Oracle Database Enterprise Edition. The Ordering Activity paid \$33,000 for the Parallel Server licenses, and the support was renewed within the past six months for \$14,375.

Step 1: Determine the commercial list license and support price of the new configuration using the Oracle Global EBusiness Price List posted on www.oracle.com.

License: 4 CPU RAC * \$20,000.00/CPU = \$80,000.00
Support: 4 CPU RAC * (\$4,400/Software Update License & Support/CPU) = \$17,600.00

Step 2: Determine the GSA license and support price of the new configuration using the Price Tables in Appendix II

License: 4 CPU RAC * \$9,672.5400/CPU = \$38,690.16
Support: 4 CPU RAC * (\$2,127.96/Software Update License & Support/CPU) = \$8,511.84

Step 3: Calculate the net license fees due by subtracting the net license fees paid credit from the GSA Schedule net license price

$\$38,690.16(\text{from Step 2}) - \$33,000 (\text{Net License Fees Paid for the original Parallel Server licenses}) =$
 $\$5,690.16 = \text{net license fees due}$

Step 4: Calculate the existing percentage. This determines what portion of the new configuration is made up of existing licenses.

Net License Fees Paid = \$33,000
Net License Price (from Step 3) = \$38,690.16
Existing Percentage = $\$33,000/\$38,690.16 = 85.29\%$

Step 5: Calculate the list support price for the existing licenses against today's list prices by multiplying the commercial list support price by the Existing Percentage.

Total list support price for new configuration (from Step 1) = \$17,600.00
Existing Percentage (from Step 4) = 85.29%
The list support price for the existing licenses against today's list prices = $\$17,600.00 * 85.29\% =$
 $\$15,011.04$

Step 6: Determine go-forward support price for the existing licenses within the new configuration. The ordering activity renewed its support within the past six months, so no renewal adjustments are needed.

Last year's adjusted support fees = \$14,375

The list support price for the existing licenses against today's list prices (from Step 5) = \$15,011.04

The lesser of the two = \$14,375 = go-forward support for existing licenses

Step 7: Calculate incremental support price by multiplying the GSA Schedule price for support for the new configuration by (1 – the Existing Percentage).

GSA Schedule price for support (from Step 2) = \$8,511.84

Existing Percentage = 85.29% (from Step 4)

Incremental support fees due = \$8,511.84* (1- 0.8529) = \$1,252.09

Step 8: Calculate total go-forward support fees for migrated configuration.

Go-forward support for existing licenses + incremental support = \$14,375 (from Step 6) + \$1,252.09 (from Step 7) = \$15,627.09.

The ordering activity will owe \$5,690.16 in net license fees and \$15,627.09 in total support after the migration and will be licensed for 4 Processors of RAC.

Adding Programs and/or Users

To purchase additional licenses or support, an ordering activity may choose from the following two options:
Option #1 (preferred): Migrate all existing licenses and calculate support for the migrated licenses based on the Support Guidelines above. Then, add new users and/or programs, using the List Price Tables in Appendix II and the appropriate GSA discount to determine the incremental license and support costs for the new users and/or programs.
Option #2: Leave the existing licenses as is. If an ordering activity should choose to maintain old and new license metrics in its environment, Oracle recommends that the old and new licenses be run on separate servers or on distinct segments of a hardware partitioned server in order to keep the old license metrics and current license metrics separate and manageable. The new licenses must meet all applicable licensing requirements and minimums on their own. In many cases it will not be possible to demonstrate compliance in a mixed environment; in this case the ordering activity should either run old and new licenses on separate servers, or choose option #1 above.

Reinstating & Migrating

Ordering activities may want to migrate unsupported licenses to current metrics. In this case, the ordering activity must reinstate support at the time of the migration, and a reinstatement fee may be assessed in accordance with the Technical Support Policies in effect at the time of the migration. If the licenses have been unsupported for less than six months, then the ordering activity may not get the benefit of any comparison to the last-paid price for support if the ordering activity is reinstating and migrating simultaneously.

If a migration includes a combination of supported licenses and licenses for which technical support has lapsed, the ordering activity may be required to pay reinstatement fees for only the lapsed licenses in the migration. The go forward support on the migrated lapsed licenses is priced as stated above. The go-forward technical support fee for the supported licenses is calculated according to the Support Guidelines above.

Terminating & Migrating

As part of a migration or upgrade, some ordering activities may elect to terminate some portion of their existing licenses rather than migrate or upgrade them. No license or support credit (including credit for unused support) is given for terminated licenses. The go-forward support on the migrated configuration is calculated in accordance with the Support Guidelines above; the Rule #1 comparison between (i) last year's adjusted support and (ii) today's list support price should compare (i) the total support fees paid in the previous year for the entire configuration, including the terminated licenses, adjusted for renewal as appropriate, and (ii) the total commercial list support price for the migrated licenses only. As per the Support Guidelines, the go-forward support for the migrated configuration will be the lesser of (i) or (ii).

License Upgrade Guidelines

A license upgrade is a means of contractually changing an existing license from (i) a more restrictive to a less restrictive level (e.g., Application Specific to Full Use, or Named User Plus to Processor), and/or (ii) more limited functionality to more expansive functionality (e.g., Database Standard Edition to Database Enterprise Edition), and/or (iii) a shorter term to a longer term (e.g., 2 year term to perpetual).

License upgrades can be performed only if the existing licenses (program, term, and license metric) are available under the GSA Schedule Price List in effect when the upgrade is performed. License upgrades result in new licenses and generally require the payment of additional license and technical support fees. The additional fees reflect the additional functionality acquired through the license and support upgrade.

A license upgrade may not involve the exchange of one product for another with different functionality. No refund of license fees or credit toward future licenses will be granted as a result of an upgrade. When an ordering activity wants to upgrade, it needs to contact its Oracle Sales Representative to establish the Programs, quantities, license types, license metrics, technical support services, pricing, and any other items that may be required.

There are currently four Upgrade scenarios. A license upgrade may involve a change in the License Metric, the License Type, the License Term, or the licensed Program. (Note: Licenses that are not on current license metrics must be migrated to current metrics and upgraded simultaneously). Licenses may not be downgraded. For example, Full Use licenses may not be downgraded to Application Specific Full Use licenses; Enterprise Edition licenses may not be downgraded to Standard Edition licenses.

License Metric Upgrades

A License Metric Upgrade allows an ordering activity to move from a more restrictive to a less restrictive license and involves changing the license metric. Available license metric upgrades include the following:

- Application Read-Only User to Application User
- Named User Plus to Processor
- Processor to Named User Plus (use a ratio of 1:50)
- TimesTen products:
 - ≤ 2GB NU+ to ≤ 10GB NU+
 - ≤ 2GB NU+ to unlimited data stores NU+
 - ≤ 10GB NU+ to unlimited data stores NU+
 - ≤ 2GB NU+ to ≤ 2GB Processor
 - ≤ 2GB NU+ to ≤ 10GB Processor
 - ≤ 2GB NU+ to unlimited data stores Processor
 - ≤ 10GB NU+ to ≤ 10GB Processor
 - ≤ 10GB NU+ to unlimited data stores Processor
 - Unlimited data stores NU+ to unlimited data stores Processor
 - ≤ 2GB Processor to ≤ 10GB Processor
 - ≤ 2GB Processor to unlimited data stores Processor
 - ≤ 10GB Processor to unlimited data stores Processor

License Metric Upgrades are priced using the following methodology:

Step 1: Determine the GSA license and support price of the upgraded configuration using the Price Tables in Appendix II.

Step 2: Determine the GSA license and support price of the existing configuration using the Price Tables in Appendix II.

Step 3: Subtract the GSA Schedule license price of the existing configuration from the GSA Schedule license price of the upgraded configuration to get the adjusted license price of the upgrade. Subtract the GSA Schedule support price of the existing configuration from the GSA Schedule support price of the upgraded configuration to get the adjusted support price of the upgrade.

Step 4: Compare the list price for support for the existing configuration in the Oracle Global E-Business Price List in effect at the time of the upgrade to the previous year's support price for the existing configuration (adjusted for renewal in accordance with the Support Guidelines above). The lesser of the two is the go-forward support price for the existing configuration.

Step 5: Add the go-forward support price for the existing configuration (from Step 4) to the net support price for the upgrade (from Step 3). The result is the total go-forward support fee for the upgraded configuration.

License Type Upgrades

A License Type Upgrade allows an ordering activity to move from a more restrictive license to a less restrictive license and involves changing the ordering activity's license type (e.g., Application Specific to Full Use). Any License Type Upgrades will be completed in accordance with Oracle's commercial upgrade policies in effect at the time of the upgrade.

Product Upgrades

A product Upgrade allows an ordering activity to move from a more restrictive product to a less restrictive product. It is very important to remember that a product upgrade is different from a Supported Product Migration (see above). Product Upgrades are not available for all products. Approved Product Upgrades, available as of publication of this pricelist and subject to change, are as follows:

- Oracle Database-Personal Edition to Oracle Database-Enterprise Edition
- Oracle Database-Standard Edition One to Oracle Database-Standard Edition
- Oracle Database-Standard Edition One to Oracle Database-Enterprise Edition
- Oracle Database-Standard Edition to Oracle Database-Enterprise Edition
- Oracle Rdb-Enterprise Edition to Oracle Database-Enterprise Edition
- Oracle Content Services to Oracle Collaboration Suite
- Oracle Unified Messaging to Oracle Collaboration Suite
- Oracle Real Time Collaboration to Oracle Collaboration Suite
- Toplink to Internet Application Server-Standard Edition
- Toplink to Internet Application Server-Enterprise Edition
- Internet Application Server-Java Edition to Internet Application Server-Standard Edition
- Internet Application Server-Java Edition to Internet Application Server-Enterprise Edition
- Internet Application Server-Standard Edition to Internet Application Server-Enterprise Edition
- Portal (purchased on the 15-Oct-2004 price list or later) to Internet Application Server-Enterprise Edition
- Identity Management to Internet Application Server-Enterprise Edition
- Integration to Internet Application Server-Enterprise Edition
- Forms (purchased on the 15-Oct-2004 price list or later) to Internet Application Server-Enterprise Edition
- Business Intelligence Standard Edition to Internet Application Server-Enterprise Edition
- COREid Provisioning to Xellerate Identity Provisioning
- Mobile Supply Chain Applications to Warehouse Management
- Oracle Financials & Sales Analyzers to Enterprise Planning and Budgeting (See Oracle Financials & Sales Analyzer under Program Specific Migrations section for guidelines)
- Oracle Financials & Sales Analyzers and Express Server to Enterprise Planning and Budgeting (See Oracle Financials & Sales Analyzer under Program Specific Migrations section for guidelines)
- Oracle Financials & Sales Analyzers to Business Intelligence Standard Edition (See Oracle Financials & Sales Analyzer under Program Specific Migrations section for guidelines)
- COREid Federation to Identity and Access Management Suite (this is a special case upgrade, using the net-net migration methodology detailed earlier)
- Virtual Directory to Identity and Access Management Suite (this is a special case upgrade, using the net-net migration methodology detailed earlier)
- Identity Manager to Identity and Access Management Suite
- BPEL Process Manager to SOA Suite for Non Oracle Middleware
- BPEL Process Manager Option to SOA Suite for Non Oracle Middleware

- Business Activity Monitoring to SOA Suite for Non Oracle Middleware
 - BPEL Option to SOA Suite for Oracle Middleware (option)
 - Business Activity Monitoring Option to SOA Suite for Oracle (option)
 - BPEL Process Manager to SOA Suite for Oracle Middleware (option) **and** Internet Application Server Enterprise Edition
 - Web Services Manager to SOA Suite for Oracle Middleware (option) **and** Internet Application Server Enterprise Edition
 - Portal to Fusion Middleware for SAP
 - Portal to Fusion Middleware for PeopleSoft
 - Portal to Fusion Middleware for Siebel
 - Portal to Fusion Middleware for Retek
 - Portal to Fusion Middleware for iFlex
 - BPEL Process Manager to Fusion Middleware for SAP
 - BPEL Process Manager to Fusion Middleware for PeopleSoft
 - BPEL Process Manager to Fusion Middleware for Siebel
 - BPEL Process Manager to Fusion Middleware for Retek
 - BPEL Process Manager to Fusion Middleware for iFlex
- Product Upgrades are priced using the following methodology:

Step 1: Determine the GSA license and support price of the upgraded configuration using the Price Tables in Appendix II.

Step 2: Determine the GSA license and support price of the existing configuration using the Price Tables in Appendix II.

Step 3: Subtract the GSA Schedule license price of the existing configuration from the GSA Schedule license price of the upgraded configuration to get the adjusted license price for the upgrade. Subtract the GSA Schedule support price of the existing configuration from the GSA Schedule support price of the upgraded configuration to get adjusted support price of the upgrade.

Step 4: Compare the list price for support for the existing configuration in the Oracle Global E-Business Price List in effect at the time of the upgrade to the previous year's support price for the existing configuration (adjusted for renewal in accordance with the Support Guidelines above). The lesser of the two is the go-forward support price for the existing configuration.

Step 5: Add the go-forward support price for the existing configuration (from Step 4) to the net support price for the upgrade (from Step 3). The result is the total go-forward support fee for the upgraded configuration.

Term License Upgrade

A Term License Upgrade allows ordering activities to extend their existing unexpired term license to either a longer term license or a perpetual license. It also allows ordering activities to add users or processors to their existing configuration licensed under an unexpired term license, or to upgrade the products within their existing term license. Term licenses may not be downgraded to shorter terms, nor may perpetual licenses be downgraded to term licenses.

- Upgrading to a Longer Term (including perpetual)

Some ordering activities may realize part way through a term license that they need to extend the length of the term, or that they would prefer to have perpetual licenses. These ordering activities may upgrade their term license to a longer license by purchasing a new license with a longer term (including perpetual) than the original license. When upgrading term licenses to a longer term, the ordering activity must maintain at least the same license configuration. The credit given for the terminated original license is 50% of the prorated current GSA price for the unused term.

Example –

An ordering activity has a 2-year term license for 2 Processors of Oracle Database-EE. Net License Fees Paid was \$13,541.56. One year of the term has passed, and the ordering activity has decided that it wants to upgrade to perpetual licenses. The current annual support fee (renewed within the last 6 months) is \$8,511.84. The upgraded configuration will be for 2 perpetual Processor licenses of Database-EE. The pricing calculation is:

Step 1: Using the Price Tables in Appendix II, determine the license and support price for the new configuration.

GSA Schedule license price = 2 Processors * \$19,345.09/Processor = \$38,690.18
GSA Schedule support price (Year 1 Software Update License & Support) = 2 Processors *
4,255.92/Processor = \$8,511.84

Step 2: Calculate the credit for the unused term.

GSA Schedule license price for existing licenses = 2 Processors * \$6,770.78/Processor (the 2-Year Term
license price) = \$13,541.56
License price per day = \$13,541.56/730 days = \$18.55 per day (note: 365 days per year * 2 years = 730
days)
Unused days remaining in term = 365
Credit for unused term = \$18.55 * 365 days * 50% = \$3,385.38

Step 3: Calculate the license fees due for the upgrade by subtracting the credit from the license price of the new configuration.

\$38,690.18 (from Step 1) - \$3,385.38 (from Step 2) = \$35,304.80

Step 4: Calculate support.

Last year's adjusted support fee = \$8,511.84. The ordering activity renewed its support within the past six months, so no renewal adjustments are needed.
Today's commercial list support price (from Oracle's Global E-Business Pricelist in effect at the time of the upgrade) = \$17,600
Go forward support = lesser of last year's adjusted support fee or today's commercial list support price = \$8,511.84

Upon payment of \$35,304.80 in license fees (from Step 3) and \$8,511.84 in support fees (from Step 4), the ordering activity will be licensed for 2 perpetual Processor licenses of Database-EE.

(Note: In this example, the ordering activity does not need to pay additional support fees because the license configuration (Programs and quantities) is not changing (only the term is) and the existing annual support fee is already based on the perpetual license price of that configuration. However, any incremental licenses (say for an additional Processor license for Oracle Database-EE) would require additional license and support fees based on the prices in the GSA Schedule in effect at the time of the upgrade.)

- Adding Licenses to a Term License and Upgrading Programs within a Term License

Some ordering activities will find during the course of their term licenses that they need to add licenses or programs to their configurations. Other ordering activities will want to upgrade to a less limited version of a program, e.g., from Database-Standard Edition to Database-Enterprise Edition. They are able to do this by purchasing a new term license with the same length term as the original license for the entire new configuration. Ordering activities that undertake this type of term license upgrade will receive full license credit based on the prorated, current GSA Schedule price for the unused portion of the original license. When upgrading the programs within a term license, the ordering activity must maintain at least the same license configuration (Programs and quantities).

Example –

On January 1, an ordering activity purchases a 2-year term license for 2 Processors of Oracle Database-EE. After 6 months, the ordering activity upgrades its hardware and now requires a 4 Processor license. The ordering activity's current annual support fee for the 2-year term license is \$8,511.84. The upgraded term license will be a 2-year term license for 4 Processors of Oracle Database-EE. The pricing calculation is:

Step 1: Using the Price Tables in Appendix II, determine the license and support price for the new configuration
GSA Schedule license price = 4 Processors * \$6,770.78/Processor (the 2-year term license price) = \$27,083.12

GSA Schedule support price (Year 1 Software Update License & Support) = 4 Processors * \$4,255.92/Processor = \$17,023.68

Step 2: Calculate the credit for the unused term.

GSA Schedule license price for existing licenses = 2 Processors * \$6,770.78/Processor = \$13,541.56

GSA Schedule support price for existing licenses = 2 Processors * \$4,255.92/Processor = \$8,511.84

License price per day = \$13,541.56 / 730 days = \$18.55 per day (note: 365 days per year * 2 years = 730 days)

Unused days remaining in term = 548 (24 months = 730 days, 6 months = 182 days, 730 days - 182 days = 548 days)

Credit for unused term = \$18.55 * 548 days = \$10,165.40

Step 3: Calculate the license fees due for the upgrade by subtracting the credit from the license price of the new configuration

License price = \$27,083.12 (from Step 1) - \$10,165.40 (from Step 2) = \$16,917.72

Step 4: Calculate the support fees due for the upgrade by subtracting the GSA support price for 2 processors from the GSA price for 4 processors

\$17,023.68 (from Step 1) less \$8,511.84 (from Step 2) = 8,511.84

Step 5: Calculate existing support.

Last year's adjusted support fee = \$8,511.84. The ordering activity renewed its support within the past six months, so no renewal adjustments are needed.

Today's commercial list support price for existing configuration (from Oracle's Global E-Business Price List) = \$17,600

Go forward existing support = lesser of Last year's adjusted support fee or today's commercial list support price = \$8,511.84

Step 6: Calculate total support for upgrade.

Net incremental support fees due (from Step 4) + go forward existing support (from Step 5) = \$8,511.84 + \$8,511.84 = \$17,023.68 = total support fees due for the upgrade

Step 7: Calculate total fees due

Upon payment of \$16,917.72 (from Step 3) in license fees and \$17,023.68 (from Step 6) in support fees, the ordering activity will have a 2-year term license for 4 Processors of Database-EE

APPENDIX IV TECHNICAL SUPPORT RENEWALS AND REINSTATEMENT

This Appendix provides information concerning continuing Technical Support services (“Technical Support”) beyond the initial support period. This Appendix is a supplement to Oracle’s Technical Support Policies, and is intended to further explain the different factors that affect the price for renewing Technical Support.

Maintaining continuous Technical Support provides ordering activities with access to software updates to stay current on the latest technology, allows ordering activities to migrate and upgrade licenses to manage their software environment according to their current business needs, and gives ordering activities access to Oracle’s expert advice for installing, configuring and running Oracle software in myriad environments. Technical Support is renewable annually and the price is based on the support fees paid the prior year. The price may also increase from one year to the next. Renewing Technical Support services each year is optional; however, in the event that Technical Support lapses or was not originally purchased, back Technical Support fees or a reinstatement fee may be assessed in order to initiate Technical Support, in accordance with the Technical Support Policies in effect at the time of reinstatement.

Oracle’s Technical Support Policies at <http://www.oracle.com/support/policies.html> is the primary document used to communicate Oracle’s Technical Support Policies. However, notwithstanding the statements in the Technical Support Policies, fees for Technical Support acquired, renewed, or reinstated under this Schedule are due and payable quarterly in arrears.

The following topics are addressed below:

- Renewals
 - Oracle Program Licenses
 - Licenses under old Metals Support (Bronze or Silver)
 - Partner Sold Licenses
 - Licenses acquired via some other Federal contract
 - Migrated or Upgraded Licenses
- Ordering Activity Reduction of Licenses or Support Level
- Reinstatement

RENEWALS

Several factors affect the price of a Technical Support Renewal:

1. The fees paid the previous year
2. Whether the licenses were acquired directly from Oracle
3. Whether the licenses were acquired under Oracle’s GSA Schedule
4. The Contractual Cap Rate
5. The Inflationary Adjustment Rate

Renewing Technical Support can seem complex when viewed from the perspective of a single ordering activity and not every aspect of this Technical Support Renewals Appendix will apply to every ordering activity. When an ordering activity determines that it wants to renew its Technical Support, it should contact its Oracle Support Sales Representative to obtain a quotation. Technical Support Renewals are governed by this Schedule and the Technical Support Policies in effect at the time of the Technical Support renewal.

The Technical Support Renewal price for all Oracle Program Licenses is the support price from the previous year increased by the current Inflationary Adjustment Rate in effect at the time of renewal. If the ordering activity's contract includes a current Contractual Cap Rate, then the Technical Support Renewal price is the support price from the previous year increased by the Inflationary Adjustment Rate in effect at the time of renewal.

The Contractual Cap Rate currently is set on a per-country basis by Oracle once each fiscal year (approximately June 1) and is based on the annual rate of inflation for a country plus 200 basis points (or 2 percent). As of June 2007, the Contractual Cap Rate for the U.S. is 3%. The Contractual Cap Rate is documented in this document and for a specified time period limits the amount by which the Technical Support fees for the Oracle program licenses under that contract may increase year-to-year. Currently, under Oracle's standard policies, the Contractual Cap Rate is valid for the first and second renewal years from the effective date of the applicable contract.

The Inflationary Adjustment Rate is set on a global basis by Oracle once each fiscal year (approximately June 1) and is also a factor in establishing the renewal rate for all Technical Support Renewals of Oracle program licenses renewed in that year. Generally, the Inflationary Adjustment Rate is based on the global rate of inflation. As of June 2006, the global Inflationary Adjustment Rate is 3%.

The following examples of Technical Support Renewal Pricing illustrate Oracle's policies and the pricing applicable to this Pricelist:

Example #1:

- An ordering activity is renewing support on licenses purchased in the U.S. in 2004.
- The ordering activity's support renewal fee last year was \$100,000.
- Their Contractual Cap Rate (specified in the ordering activity's contract) is 4% and is still in effect.
- The Inflationary Adjustment Rate for the U.S. contract is 3%.
- The 3% Inflationary Adjustment Rate is less than the 4% Contractual Cap Rate.
- The support renewal fee will be the support price from last year (\$100,000) + 3% for a total Support Renewal Fee of \$103,000.

Example #2:

- An ordering activity is renewing support on licenses purchased in the US in 1997.
- The ordering activity's support renewal fee last year was \$20,000.
- The ordering activity's Contractual Cap Rate has expired.
- The discount on the contract, per the support renewal quote, is 0%.
- The Inflationary Adjustment Rate for a contract with a 0% discount is 0%.
- The support renewal fee will be last year's price, \$20,000.

Example #3:

- An ordering activity is renewing support on licenses purchased in the U.S. in 2000.
- The ordering activity's contract includes a 7-year support ramp, of which the ordering activity is finishing the 5th year of the ramp. The contract specifies that the support price for the 6th year of the ramp is \$568,392.
- The Inflationary Adjustment Rate for the U.S. is 3%.
- Because the ordering activity has a valid support ramp in its contract, the adjustment does not apply, and the support renewal fee will be \$568,392.

Example #4:

- An ordering activity is renewing support on licenses purchased in the U.S. in 2002.
- The ordering activity's support renewal fee last year was \$500,000.
- The ordering activity's Contractual Cap Rate has expired.
- The Inflationary Adjustment Rate for the U.S. is 3%.