

**Amendment 20**  
**CONTRACT DIR-VPC-03-018 (Master Agreement 2003)**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Oracle America, Inc.**

This Amendment Number 20 to Contract DIR-VPC-03-018 (“Master Agreement 2003”) is between the State of Texas, acting by and through the Department of Information Resources (“DIR”) and Oracle America, Inc. (“Oracle”). DIR and Oracle agree to modify the terms and conditions of the Master Agreement 2003 as follows:

1. **Contract, Section 2, Contract Term** is hereby amended as follows:  
DIR and Oracle hereby agree to extend the term of Master Agreement 2003 through April 21, 2014. No extensions remain on the Master Agreement 2003. The Master Agreement 2003 will expire April 21, 2014.
2. **Contract, Section 4, Definitions, Subsection z., Compliance Check**, is hereby added as follows:  
  
**z. Compliance Check** – an audit of Oracle’s compliance with the Master Agreement 2003 may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.
3. **Contract, Section 10.0, Payments/Pricing, including all subsections 10.01 through 10.09**, is hereby restated in its entirety as follows:

**10.0 PAYMENTS/PRICING**

10.00 Discounts.

Discount of 44.95% for each transaction with a combined list license and list support of less than or equal to \$1,100,000 for all programs, technology and or applications programs, with the exception of 3rd party programs, including but not limited to the list of programs below, which is subject to change from time to time. These 3rd party programs will be offered at Oracle’s standard commercial e-business discounts, except as noted below.

- a. ALL Microfocus products: Net Express COBOL for Windows, Server Express COBOL for Unix, Server Express - Migration from Object COBOL [A maximum discount of 15% applies.]
- b. ALL Business Objects - PeopleSoft EPM products [A maximum discount of 30% applies.]
- c. ALL Ascential products
- d. ALL JWALK products [A maximum discount of 15% applies.]

During the term of the Agreement, Oracle may, at its sole discretion, offer general promotions that are available to all of its worldwide customers.

Prices shall be calculated in accordance with the pricing set forth in this Master Agreement 2003 Pricing set forth in Appendix B includes all applicable documentation, shipping, delivery and handling charges. Oracle may, however, upon mutual agreement of the Authorized User, negotiate more advantageous pricing for particular orders.

#### 10.01 Credits/DIR Net Price

Any credits due under this Master Agreement 2003, whether from billing adjustments, billing errors, or any other reason, shall be in the form of a Credit Memorandum or, at the Authorized User's written request, a refund check will be issued by Oracle to Authorized User. Authorized User may at its sole discretion, apply the Credit Memorandum amount toward any service or product offered under this Master Agreement 2003.

The Discounted Price, less credits if any which are to be applied pursuant to the foregoing paragraph, shall be payable as the "DIR Net Price", on the Order Form.

#### 10.02 Higher Education Pricing

Oracle shall extend Higher Education pricing to all Authorized Users of the Master Agreement 2003 who qualify as educational providers under the terms of Oracle's standard Academic Practices policies and are eligible under §2054.003, Texas Government Code. Notwithstanding the existence of separate license pricing terms for educational programs, the remaining terms and conditions of this Master Agreement 2003 shall apply to all purchases of Oracle software and associated products offered herein under educational licenses. Higher Education institutions purchasing under this Master Agreement 2003 may acquire Campus Wide Program licenses, which license all full-time and part-time students, faculty and staff in accordance with the following:

Campus Wide Programs. In consideration for licensing all full-time and part-time students, faculty and staff, Oracle grants to Authorized User the following rights:

(i) Internet Access. Authorized User may allow an unlimited number of internet users to access any of the Campus Wide Programs licensed under an Oracle Order Form, provided the access is for viewing, querying, or adding data associated with Authorized User's administrative, teaching, research or community service functions. The Authorized User may charge a fee for such internet access provided the fee is designed to only reimburse Authorized User for its costs incurred in developing and administering Authorized User's business program.

(ii) OAI and WDP Membership. As of the Effective Date of this Ordering Document, teaching departments at the Authorized User's institution may participate in the Oracle Academic Initiative (OAI) and/or the Oracle Workforce Development Program (WDP) or successor programs that may replace OAI/WDP. The OAI/WDP membership fee will be waived for any department that elects to incorporate Oracle Programs into its classroom teaching. Teaching departments may apply for the free membership at <http://oai.oracle.com> or <http://workforce.oracle.com>. Once the teaching department is established as an OAI/WDP member, the department will be licensed to use the Programs available under OAI/WDP for the purposes set forth in the applicable agreement.

(iii) User Minimums. The user minimum table in the Licensing Rules section of the Definitions and General Licensing Rules incorporated herein does not apply to Campus Wide Programs.

(iv) In the event that the higher education institution Authorized User consists of multiple campuses or legally affiliated entities, the Order Form shall include the following: "Customer

Definition. For purposes of this Ordering Document, Customer shall be defined as the academic institution listed at the head of this Ordering Document and the following Authorized Campuses or legally affiliated entities (“Entities”): Before accessing the Programs, each campus/Entity must agree in writing to be bound by the terms of this Order Form and the Master Agreement 2003.”

(v) Eligible Programs. The Oracle Programs set forth below may be licensed on a Campus Wide basis at a minimum 90% discount off of the Price List. Programs licensed on a Campus Wide basis may not be used for non-medical school functions of an associated medical center or university hospital (e.g. patient management and billing).

(vi) Technical Support. The following terms amend the Definitions and Licensing Rules attachment: Replace the fifth sentence of the Technical Support section with “Technical support acquired with this order may be renewed annually and for the initial 4 renewal years, the technical support fee will not increase by more than three percent (3%) over the prior year’s fees.”

ORACLE PROGRAMS ELIGIBLE FOR CAMPUS LICENSES

**Oracle Database:**

Oracle Database Standard Edition  
Oracle Database Enterprise Edition  
Oracle Database Personal Edition  
Oracle Database Lite

**Enterprise Managers:**

Diagnostics Pack  
Tuning Pack  
Change Management Pack Management  
Pack for SAP R/3

**Enterprise Edition Options:**

Real Application Clusters Partitioning  
OLAP  
Data Mining  
Spatial  
Advanced Security  
Label Security

**Internet Application Server:**

Internet Application Server Standard  
Edition  
Internet Application Server Enterprise  
Edition

**Internet Application Server**

**Enterprise Edition Options:**

Personalization  
Wireless Option  
Other Server Products: Message Broker

### 10.03 Oracle Special Offers

Oracle may offer more advantageous special promotions or discount packages as Oracle may generally or individually offer during the term of Master Agreement 2003, in addition to the discounts/rates as set forth in this Master Agreement 2003, so that Licensee receives such maximum discount by adding to its normally applicable discount hereunder the excess of such other discounts or promotions.

**Open market.** In addition to the Oracle products listed within Appendix B, Oracle Price List Attachment, Oracle may offer other (“open market”) software products and services that become available provided Oracle also offers them to other customers in the normal course of business. Such open market products and services shall be subject to both (i) the reporting requirements of Section 12, and (ii) the administrative fee requirements of section 10.08. In addition to standard pricing metrics listed within Appendix B, Oracle Price List Attachment, this section incorporates and allows for pricing to be negotiated (directly between the parties signing the applicable ordering document) for all Oracle products provided Oracle offers such products in the normal course of business.

### 10.04 Contract Payment Schedule

#### (A) License Fees.

Authorized Users(s) shall comply with Chapter 2251, Texas Government Code, in making payments to Oracle, which among other things provides for payment within thirty (30) days after receipt of a correct invoice. Payment under this Master Agreement 2003 shall not foreclose the right to recover payments made for incorrect billings. License fees may be structured and paid over such longer period of time (“License payment term”) as the parties mutually agree, which payment term may survive termination of the Master Agreement 2003 as set forth on the Order Form; provided however, that nothing herein shall be deemed to waive the power of non-appropriation by Authorized Users, as more specifically set forth in Article 15.

#### (B) Technical Support Fees.

In the event that Technical Support coverage for the licensed Programs is acquired, fees for such support shall be paid in annualized pre-payments; provided, however, that nothing herein shall be deemed to waive the power of non-appropriation by Authorized Users, as more specifically set forth in Article 15. Technical Support Fees shall be calculated as a percentage of net software fees as specified in Appendix B, E-Business Global Price List.

#### (C) Learning Credits.

Payments for Learning Credits shall be billed in advance.

#### (D) Professional Services Fees.

Payments for professional services shall be billed monthly in arrears, payable net thirty days from receipt of an invoice from Oracle covering the prior monthly period.

#### (E) Invoicing.

1) Invoices shall be submitted by the Order Fulfiller directly to the Authorized User and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Master Agreement 2003, and any acceptance of such products and/or services shall be made by the Authorized User to the Order Fulfiller.

2) Invoices must be timely and accurate. Each invoice must track the structure and detail of the Order Form, including any changes to products, prices and quantities of the relevant order that

may have occurred subsequent to the original execution of the Order Form and prior to invoicing. Invoices must include the Authorized User's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Authorized User.

#### 10.05 Responsibility for Payments

(A) Payment for Programs and/or services shall be the sole, individual responsibility of the Authorized User. Oracle shall bill each Authorized User in accordance with the then-applicable pricing set forth herein, including credits, if any. Each Authorized User shall make separate application for Programs and/or services and is responsible for payment for those products and/or services, subject to legislative appropriations, as more particularly described in Article 15.

(B) DIR is the lead agency in awarding this Master Agreement 2003 and assumes no liability for payment for products and/or services rendered by Oracle under this Master Agreement 2003, except as DIR may itself order Oracle's products and services under this Master Agreement 2003, in which case it shall be liable directly for such order, subject to legislative appropriations.

#### 10.06 Taxes

As per Section 151.309, Texas Tax Code, Authorized Users under this Master Agreement 2003 are exempt from the assessment of State sales, use and excise taxes. Further, Authorized Users under this Master Agreement 2003 are exempt from Federal Excise Taxes, 26 USC Secs. 4253(i) and (j). In the event that Oracle bills for taxes for which an Authorized User is exempt, then the Authorized User shall promptly notify Oracle of such error and the basis for such exemption and Oracle shall take steps to correct such invoice.

#### 10.07 Internet Access to Contract & Pricing Information

Access by Authorized Users to Master Agreement 2003 terms and pricing information shall be made available and posted on the Internet. Notwithstanding anything contrary in this Agreement, the parties agree and consent to Oracle posting and updating the entire Agreement, including all appendices and pricing for the full term of the Agreement. See Section 17.02 for further covenants related to Internet access to contract information.

#### 10.08 License Transfers/Fees

In the event the Authorized User desires to add a new platform or operating system requiring shipment of new media, the Authorized User may acquire the additional set(s) of CD Packs for the Programs for the specific platform or operating system, provided the Authorized User has continuously maintained Technical support for the relevant License Set. Fees for media packs will be assessed at the then-current published rates charged by Oracle for media packs. In certain cases, Oracle may designate supported migration paths for which media will be provided to supported Authorized Users at no additional charge.

#### 10.09 Administrative Fee.

Oracle agrees that any prices quoted to DIR Authorized Users by Oracle under this Agreement shall include DIR's administrative fee. In the event a quote is issued to an Authorized Users that does not include DIR's administrative fee, and the Authorized Users buys the products or services based on such quote, Oracle shall reduce the amount of its invoice by the applicable administrative fee.

The DIR administrative fee shall be included in the pricing set forth in the Appendices. The

administrative fee shall not be broken out as a separate line item when pricing or invoice is provided to Authorized Users.

Oracle will pay DIR, on the thirtieth (30th) of the close of the previous month period, a one half of one percent (.5%) administrative fee based on the dollar value of all direct sales to Authorized Users pursuant to the Master Agreement 2003. Payment will be calculated for all sales, net of returns and credits For example, the administrative fee for sales totaling \$100,000 shall be \$500.

4. **Contract, Section 14.0, Cancellation/Termination, subsection 14.01 Cancellation** is retitled **Termination for Convenience**, and hereby restated in its entirety as follows:

Either DIR or Oracle may terminate the Master Agreement 2003, in whole or in part, by giving the other party thirty (30) calendar days written notice. Any Order Forms outstanding at the time of termination shall continue to be governed by the Master Agreement 2003 as if it had not been terminated. An Authorized User may terminate a Purchase Order if it is reasonably determined by the Authorized User that Order Fulfiller will not be able to deliver products or services in a timely manner to meet the business needs of the Authorized User as set forth in the applicable Order Form.

5. **Appendix A, Section 4, Electronic and Information Resources Accessibility Standards, as Required by 1 TAC Chapter 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)**, and is hereby restated in its entirety as follows:

**Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)**

a) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

b) The extent to which an Oracle product is, at the time of delivery, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508'), in effect as of the date of this Agreement, is indicated by the comments and exceptions (if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at [www.oracle.com/accessibility](http://www.oracle.com/accessibility) for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. The State of Texas Accessibility requirements are based on the Federal Section 508 standards. In the event that no VPAT is available for a particular product, please contact the Oracle Accessibility Program Office at [accessible\\_ww@oracle.com](mailto:accessible_ww@oracle.com). In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all; in those cases, the procuring agency must follow the requirements in Texas Administrative Code, § 213.17 in order to make the purchase.

6. **Appendix A, Section 10, Modification of Contract Terms and/or Amendments**, is hereby restated in its entirety as follows:

1) The terms and conditions of the Master Agreement 2003 shall govern all transactions by Authorized Users under the Master Agreement 2003. The Master Agreement 2003 may only be modified or amended upon mutual written agreement of DIR and Oracle.

2) Authorized Users shall not have the authority to modify the terms of the Master Agreement 2003; however, additional Authorized User terms and conditions that do not conflict with the Master Agreement 2003 and are acceptable to Order Fulfiller may be added in an Order Form and given effect. No additional term or condition added in a Purchase Order issued by an Authorized User can conflict with or diminish a term or condition of the Master Agreement 2003. Pre-printed terms and conditions on any Purchase Order issued by an Authorized User hereunder will have no force and effect. In the event of a conflict between an Authorized User's Purchase Order and the Master Agreement 2003, the Master Agreement 2003 term shall control.

(3) Authorized Users and Oracle may negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Order Forms under the Master Agreement 2003 with Oracle.

7. **Appendix A, Section 25, Immigration**, is hereby restated in its entirety as follows:

Oracle shall comply with all applicable requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of IIRIRA who will perform any labor or services under the Master Agreement 2003. Nothing herein is intended to exclude compliance by Oracle with all other relevant and applicable federal immigration statutes and regulations promulgated pursuant thereto.

8. **Appendix A, new Section 31, Drug Free Workplace Policy**, is hereby added to the Master Agreement 2003 as follows:

Oracle shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference, and Oracle shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

9. **Appendix B, Oracle Price Lists Attachment**, is hereby deleted and replaced in its entirety with the attached new Appendix B, Oracle Price Lists Attachment.

10. **Appendix F, Oracle Service Rates**, is hereby deleted and replaced in its entirety with the attached new Appendix F, Oracle Service Rates

All other terms and conditions of the Master Agreement 2003, not specifically modified herein, shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 20, Amendment Number 19, Amendment Number 18, Amendment Number 17, Amendment Number 16, Amendment Number 15, Amendment Number 14, Amendment Number 13, Amendment Number 12, Amendment Number 11, Amendment Number 10, Amendment Number 9, Amendment Number 8, Amendment Number 7, Amendment Number 6, Amendment Number 5, Amendment Number 4, Amendment Number 3, Amendment Number 2 and Amendment Number 1 and finally provisions of the Master Agreement 2003 DIR-VPC-03-018.

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**IN WITNESS WHEREOF**, the parties hereby execute this Amendment to be effective as of August 31, 2012.

**Oracle America, Inc.**

By: signature on file

Name: Elizabeth Hwang

Title: Contract Manager

Date: 8/31/12

**The State of Texas, acting by and through the Department of Information Resources**

By: signature on file

Name: **Karen Robinson** for Carl Marsh

Title: Chief Operating Officer

Date: 8/31/12

**APPENDIX B**  
**ORACLE PRICE LIST ATTACHMENT**

APPENDIX B IS COMPRISED OF THE FOLLOWING PRICE LISTS:

Oracle Technology Global Price List, dated July 19, 2012

Oracle E-Business Suite Applications Global Price List, Component Pricing, dated July 19, 2012

Oracle Business Intelligence Applications Global Price List, Component Pricing, dated June 1, 2012

Siebel CRM Component Price List, dated May 17, 2012

PeopleSoft Component Global Price List, dated July 19, 2012

JD Edwards Component Global Price List, dated July 19, 2012

Oracle Primavera Global Price List, dated February 3, 2012

**APPENDIX F  
ORACLE SERVICES RATE**

Rates are exclusive of travel expenses, which will be reimbursed at actual cost in accordance with Section 9.03 of the Master Agreement.

<b>Consultant Title</b>	<b>State of Texas Discounted Hourly Rate</b>
Sr. Practice Director	\$ 327.30
Practice/Technical Director	\$ 297.30
Practice/Technical Manager	\$ 255.71
Managing Principal Consultant	\$ 237.98
Senior Principal Consultant	\$ 237.98
Principal Consultant	\$ 208.66
Sr. Consultant	\$ 171.15