Schedule 1: General Order Form -

LICENSE & SUPPORT

General Order Form. Schedule 1 to the Customer Contract (which is Part 2 of the Procure IT Framework)

CUSTOMER

Item 1 Name of Customer

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's full legal name:	The Crown in right of the State of New South Wales, acting through the TreasuryABN 55 437 667 728

Item 2 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's service/delivery address:	127 Phillip St. Sydney
	NSW
	2000

Item 3 Customer's Representative

Details to be included from the Customer Contract Representatives (clause 23.1)	Order Details agreed by the Contractor and the Customer
Specify an employee who is the Customer's Authorised Representative:	George Sotiropoulos

CONTRACTOR

Item 4 Name of Contractor

Details to be included from the Customer Contract Formation (clause 3.4)	Order Details agreed by the Contractor and the Customer
Specify the Contractor's full legal name:	Oracle Corporation Australia Pty Limited (ABN 80 003 074 468)

Item 5 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's service/delivery address:	4 Julius Avenue, North Ryde, New South Wales 2113

Item 6 Contractor's Representative

	•	
		an en
2		1 - E
1	Details to be included from the Order Details agreed by the Contractor and the	
í	Customer Contract	
÷.	물건 가지 않는 것 같은 것 같아요. 이 집에 있는 것 같은 것 같아요. 가지 않는 것 같은 것 같은 것 같은 것 같이 있는 것 같이 있는 것 같이 많이 있는 것 같이 있는 것 같이 있는 것 같이 있	14 14 14

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Contractor's Authorised Representative:	

Item 7 Head Agreement

.

This Item 7 must be completed when the Customer Contract is entered into under a Head Agreement.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.1)	
Specify the Head Agreement number:	607 – Oracle Software
Specify the Head Agreement title:	
Specify the Term of the Head Agreement: Start Date: End Date: If the Term of the Head Agreement has expired the Customer must obtain the Contract Authority's approval to enter into a further Customer Contract, and this approval should be attached to this General Order Form.	31 May 2013 30 May 2016
Insurance (clause 16.2)	
Specify the insurances required under the Head Agreement:	
The default insurance requirement under the Head Agreement is public liability insurance with an indemnity of at least \$10,000,000 in respect of each claim for the period of cover. Specify any higher limit of cover that is required by the Head Agreement:	Public liability insurance with an indemnity of at least \$10,000,000 in respect of each claim and for the total aggregate liability for all claims for the period of cover.
The default insurance requirement under the Head Agreement is product liability insurance with an indemnity of at least \$10,000,000 for the total aggregate liability for all claims for the period of cover. Specify any higher limit that is required by the Head Agreement:	Product Liability insurance with an indemnity of at least \$10,000,000 for the total aggregate liability for all claims for the period of cover.
Specify if professional indemnity/errors and omissions insurance was required under the Head Agreement. If so, the default insurance requirement is for a limit of cover of \$1,000,000 in respect of the total aggregate liability for all claims for the period of cover. Specify any higher limit that is required by the Head Agreement:	Professional indemnity insurance to the value of at least \$1,000,000 in respect of the total aggregate liability for all claims for the period of cover.
Workers' compensation insurance in accordance with applicable legislation:	Worker's compensation insurance in accordance with applicable legislation for all the Contractor's employees.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any other type of insurance required under the Head Agreement and the specified amount:	Not applicable to this Order.
Performance Guarantee (clause 17.1)	
Specify if the Contractor was required to provide a Performance Guarantee under the Head Agreement:	A Performance Guarantee is not required.

Item 8 Modules that form part of the Customer Contract

Formation (clause 3.8(a))

Indicate, by marking with an X, the Modules that apply

Module 1 – Hardware Acquisition and Installation		Module 9 – Data Migration	
Module 2 – Hardware Maintenance and Support Services		Module 10 – Software as a Service and Platform as a Service	
Module 3 – Licensed Software	Х	Module 11 – Infrastructure as a Service	
Module 4 – Development Services		Module 12 – Managed Services	
Module 5 – Software Support Services	х	Module 13 – Systems Integration	
Module 6 – Contractor Services		Module 14 –Hosting Services	
Module 7 – Professional Services		Module 15 - Telecommunications Services	
Module 8 – Training Services		Module 16 – Satellite Services	

Item 9 Schedules that form part of the Customer Contract in addition to the General Order Form

Formation (clause 3.8(b))

Indicate, by marking with an X, the Schedules that apply			
Schedule 1 – General Order Form	Applies	Schedule 7 – Statutory Declaration - Subcontractor	
Schedule 2 – Agreement Documents	Х	Schedule 8 – Deed of Confidentiality	
Schedule 3 – Service Level Agreement	х	Schedule 9 – Performance Guarantee	
Schedule 4 – Variation Procedures	х	Schedule 10 – Financial Security	
Schedule 5 – Escrow Agreement		Schedule 11 – Dispute Resolution Procedures	х
Schedule 6 – Deed Poll – Approved Agents		Schedule 12 – Project Implementation and Payment Plan	

Item 10 Contract Period

Details to be included from the Customer Contract Contract Period (Clause 2.4)	Order Details agreed by the Contractor and the Customer
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	The Commencement Date shall be the date the last party signs the Customer Contract.

A

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer	
Specify the end of the Contract Period:	Commencement Date with 4 x 1 year options to renew whi the Customer can exercise at its discretion, The parties acknowledge that during the Contract Period (including any renewal periods after the expiry of the initial Contract Perio the technical support policies applicable to the Software Support Services may be varied in accordance with Box 7 the Module 5 Order Form. For the avoidance of doubt the Support Services Price for the first, second, third and fourth renewal years shall be as set out below:	
	First Renewal Year: \$A\$1,208,502.30 Second Renewal Year: Image: Comparison of the second	
Specify any period of extension of the Contract Period in days/weeks/years:	As per above.	

Item 11 Common Details

.

Product	Quantity & Type	License Fee AUD\$	Software Support Services Fee AUD\$
		5,362,139.06	1,179,644.25
		23,909.00	5,259.87
		88,000.00	19,240.00
		19,810.00	4,358.18
Sub total		\$5,493,858.06	1,208,502.30
Media Fee		NA	
Total Fees		\$5,493,858.06	\$1,208,502.30
GST		\$549,385.81	\$120,850.23
TOTAL FEES INCLUDING GST	-	\$6,043,243.87	\$1,329,352.53
		Combined Total	7,372,596.40

*PRIME User Bundle	
The PRIME User Bundle contains	
· · · · · · · · · · · · · · · · · · ·	
· · · · · · · · · · · · · · · · · · ·	
- · · · · · · · · · · · · · · · · · · ·	

Limited Use Programs

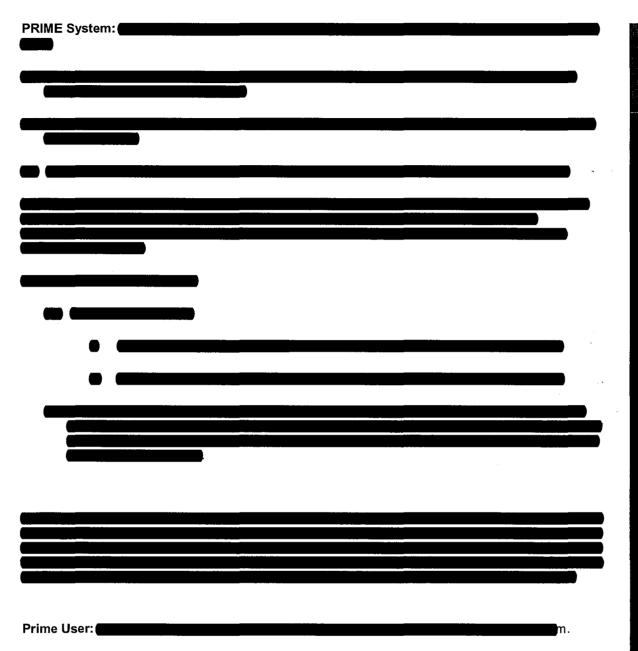
-

1.		 <u> </u>		
			-	
2	C			
2				

Products included in the Suites mentioned above:

PART 2: CUSTOMER CONTRACT

	7
	PARI 2: CUSTOMER CONTRACT
	it of the second s
	ON
	RAG
	<u> </u>
	-
	_
·	
	and the second se
	_
	_ 8
DEFINITIONS	



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

Named User Plus / Named User: is defined as an individual authorized by the Customer to use the Licensed Software which is installed on a single server or multiple servers, regardless of whether the individual is actively using the Licensed Software at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non human operated device will be counted as a Named User Plus in addition to all individuals authorized to use the Licensed Software, if such devices can access the Licensed Software. 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 and will not be considered a Named User Plus.

PART 2: CUSTOMER CONTRACT

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

UPK Developer: is defined as an individual authorized by the Customer to use the Licensed Software which is 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.

Item 12 Delivery Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Delivery (clause 5.1)	
Specify the address of the Site where delivery is to be made:	There is no physical delivery of the Licensed Software. The Licensed Software will be downloadable at http://edelivery.oracle.com as at the Commencement Date (as set out in Item 10 of this Order) being the date when the Customer and the Contractor sign the Customer Contract.
Specify any delivery instructions:	Not applicable to this Order.
Specify the hours during which delivery may be made to the Site:	There is no physical delivery of the Licensed Software. The Licensed Software will be downloadable as at the Commencement Date (as set out in Item 10 of this Order) being the date when the Customer and the Contractor sign the Customer Contract.
	For the Software Support Services is 24 hours/day, 7 days/week including public holidays.

Item 13 Contract Specifications

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
If the Contract Specifications are the User Documentation leave this Item blank.	User Documentation can be downloaded from
If the Contract Specifications comprise other documents, list those documents in order of priority:	
	ne se anna an t-chaire a tertos a tertos de propheter entre transmissión de salara. De atérica anticipat a sola de salar a de actor de strates

Item 14 Payment

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clauses 11.1 and 11.2)	
Invoicing (clause 11.7 and 11.9)	
Specify the Customer's officer to receive invoices:	[George Sotiropoulos]
Specify address to which invoices should be sent:	[127 Phillip St. Sydney NSW 2000]
Specify the number of days from receipt of a Correctly Rendered Invoice that the Customer must make payment. If this Item is not completed, the Customer must pay the Contractor within 30 days from receipt of a Correctly Rendered Invoice.	Payment of the total fees including GST as set out in Item 11 is due and payable within 30 days from receipt of a Correctly Rendered Invoice.
Specify when the Contract Price must be paid: E.g. if the earlier Price is to be paid on delivery, insert "The Contract Price is due on delivery". If payment is to be made on more than one occasion then consider using a PIPP under Item 20.	Payment of the total fees including GST as set out in Item 11 is due and payable within 30 days from receipt of a Correctly Rendered Invoice.
Specify whether the Contract Price is fixed: E.g. does the unit Price per item vary for inflation or other factors? If so, specify the calculation for Price variations:	The Contract price is fixed.

Item 15 User Documentation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
User Documentation (clause 5.4(b))	
Specify the Price of any additional copies of the User Documentation:	As per clause 5.4(b) at the Contractor's then current commercial price.

Item 16 Management Committee – Not Used

- Item 17 Performance Review Procedures Not Used
- Item 18 Site Preparation and Maintenance Not Used

Item 19 Implementation Planning Study - Not Used

Item 20 Project Implementation and Payment Plan (PIPP) and Staged Implementation – Not Used

Item 21 Liquidated Damages – Not Used

Item 22 Customer Supplied Items (CSI) and Customer Assistance - Not Used

Item 23 Escrow – Not Used

Item 24 Business Contingency Plan -

Contractor acknowledges that it has a Business Continuity Plan in place which details the requirements for the development, maintenance and testing of an enterprise-wide Business Continuity Management Program,

Item 25 Secrecy and Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Access to Customer's Site (clause 7.4)	
Specify any secrecy or security requirements that the Contractor and its Personnel must comply with:	N/A
E.g. insert a reference to any document that includes a security requirement.	

Item 26 Customer's Personnel - Not Used

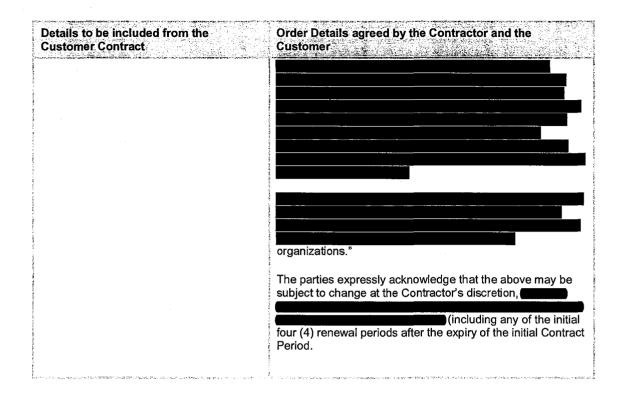
Item 27 Specified Personnel – Not Used

Item 28 Subcontractors - Not Used

Item 29 Quality Standard Accreditation - Not Used

Item 30 Contractor's Compliance with Standards, Codes and Laws

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(g))	Ω ^π αγματική του πατάδα δροπου παριοκή ότα πράδολα το που πορολογία δατάσταση στη στητεί κατά του παριου παράπομαματα β
Specify any laws (other than Statutory Requirements) the Contractor is to comply with:	N/A
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	For clarification, Contractor's technical support policy sets out the following:



12

PART 2: CUSTOMER CONTRACT

Item 31 Customer's Compliance with Standards, Codes and Laws – Not Used

Item 32 Acceptance Testing

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Part 3 Dictionary (clauses 1.2 to 1.4)	
Acceptance Test Notification Period is the period from the end of the Acceptance Test Period, within which the Customer must provide to the Contractor written notice of the result of the Acceptance Test. Specify this period:	The parties agree that no Acceptance Tests apply to the Licensed Software. The parties further agree that clause 10 of Part 2 does not apply to this Order. Acceptance shall be deemed to occur upon the Commencement Date.
If no period is specified, the period is 2 Business Days:	
Acceptance Test Data is the data that is provided by the Customer, and agreed by the Contractor that reflects the data the Customer will use in the Deliverable, that is to be used for Acceptance Testing. Specify the Acceptance Test Data:	N/A
Acceptance Test Period is the period for the performance of any Acceptance Tests for any Deliverable. Specify this period:	N/A
If no period is specified, the period is 10 Business Days from the date of delivery of the Deliverable to the Customer.	
Acceptance (clause 10.1)	n na haran malanda da kana a kana alaka na sa sa sa sa sa sa kana malan na kana na masa na kana na sa sa sa sa Ta

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
For each Deliverable, specify whether each Deliverable is to undergo Acceptance Testing: If not, the Deliverable will be Accepted under clause 10.1(a).	N/A
If a Deliverable is not to undergo Acceptance Tests, specify the period required following delivery of the Deliverable as required by the Order Documents when the Actual Acceptance Date (AAD) for a Deliverable occurs: If no period is specified, then the period is 2 Business Days.	N/A
Conducting Acceptance Tests (clause 10.3)	
For each Deliverable that is to undergo Acceptance Tests, specify details of the Acceptance Testing requirements:	N/A
Specify the identification of the Deliverables or part of the Deliverables to be tested:	N/A
Specify the allocation of each Party's responsibilities in relation to testing, including the Party responsible for conducting the Acceptance Tests:	N/A
Specify which Party is to provide the test environment, including hardware, software, power, consumables and other resources and when the environment and resources must be ready for use:	N/A
Specify the methodology and process for conducting Acceptance Tests:	N/A
Specify the scheduling of Acceptance Tests including the Acceptance Test Period and the Acceptance Test Notification Period:	N/A
Specify the Acceptance Criteria used to test whether the Deliverable meets the Contract Specification and other requirements of the Customer Contract:	N/A
Specify the Acceptance Test Data required:	N/A
If an Acceptance Test document has been created that addresses the above points it can be attached to the General Order Form by identifying the document here:	

Item 33 Credit/Debit Card – Not Used

Item 34 Intellectual Property- Not Used

Item 35 Confidentiality – Not Used Item 36 Insurance Requirements – Not Used Item 37 Performance Guarantee – Not Used Item 38 Financial Security – Not Used

Item 39 Limitation of Liability

,

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the
Limitation of Liability (clause 18)	
If the Parties cannot agree the amount that is legally payable under the Customer Contract for the:	
 Non-Recurring Service or Product; and/or 	
Short Term Recurring Service	
(as applicable) insert the amount that the Parties agree is the best estimate of the Contract Value for the relevant item (the Estimated Contract Price).	Contract Price for the Licensed Software under Module 3 is [\$5,493,858.06](excluding GST) Contract Price for the Software Support Services under Module 5 is \$1,208,502.30 (excluding GST)
Note: It may be necessary to separately identity the amounts payable under a single Customer Contract into separate amounts that are attributable to each of the different types of Product/ Service.	
(See the definition of Contract Value in Part 3)	
If Services are being provided under any of the following Modules:	
Module 6 – IT Personnel; Module 7 – Professional Services; Module 8 – Data Management; Module 11 – Web Services; Module 16 - Project Management Services; Module 17 - Change Management Services; Module 18 - Knowledge Transfer Services; or Module 20 - Whole of Government Requirements	
specify whether the Parties regard the relevant Services as being:	
 the supply of a service of the same type on a periodic basis, and so are to be classified as Recurring Services for the purpose of the limitation of liability; or 	Not applicable to this Order.
 provided in respect of a specific project where the Contractor has been engaged by a Customer to produce, create or deliver a specified outcome or solution that may be subject to Acceptance Testing, in which case the Services are to be classified as Non-Recurring Services for the purpose of the limitation of liability. 	
(See definition of Non-Recurring Services and Recurring Services in Part 3)	ne se

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the alternative cap of liability (clause 18.3):	N/A

Item 41 Dispute Resolution

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Dispute Resolution (clause 24.11)	
Specify the threshold amount in AU\$ for issues to be resolved by expert determination under clauses 24.7 to 24.8.	\$250,000.00 (excluding GST)
Specify type of issue/s not to be determined by expert determination under clauses 24.7 to 24.8.	Issues relating to breach of a party's Intellectual Property rights or payment obligations.

Item 42 Termination for Convenience

Details to be included from the Customer Contract

Termination for Convenience by the Customer (clause 25.4)

Specify whether an amount is payable under clause 25.4(b) if the Customer exercises its right of termination for convenience under clause 25.3:

Item 43 Additional Conditions

Details to be included from the Customer Contract

Specify any Additional Conditions:

Note: where the Customer Contract is made under a Head Agreement the Customer must obtain the Contract Authority's consent where an Additional Condition varies a Protected Clause. Order Details agreed by the Contractor and the Customer

No further compensation is payable to the Contractor in accordance with clause 25.4(b),

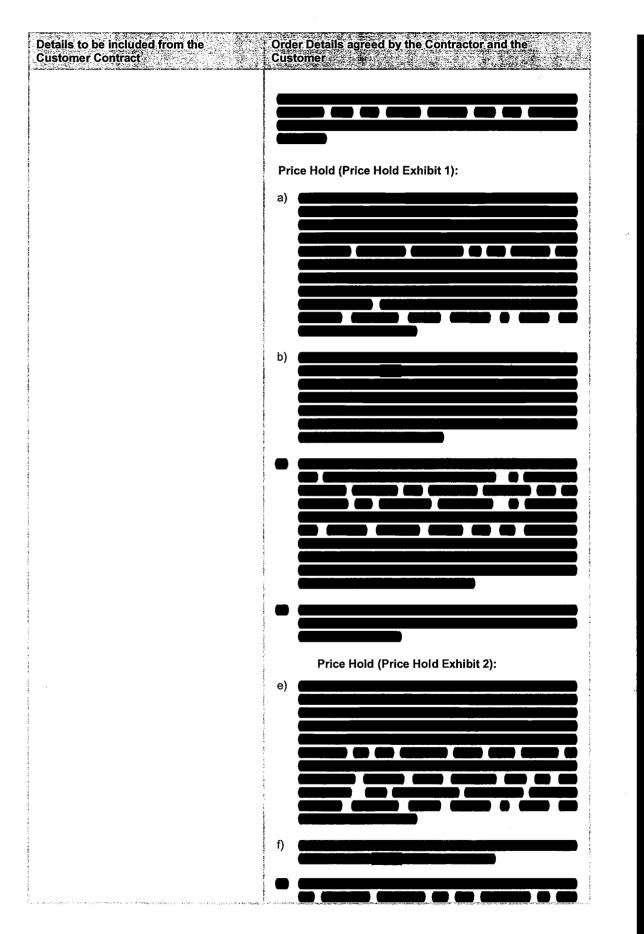
Order Details agreed by the Contractor and the Customer

Segmentation:

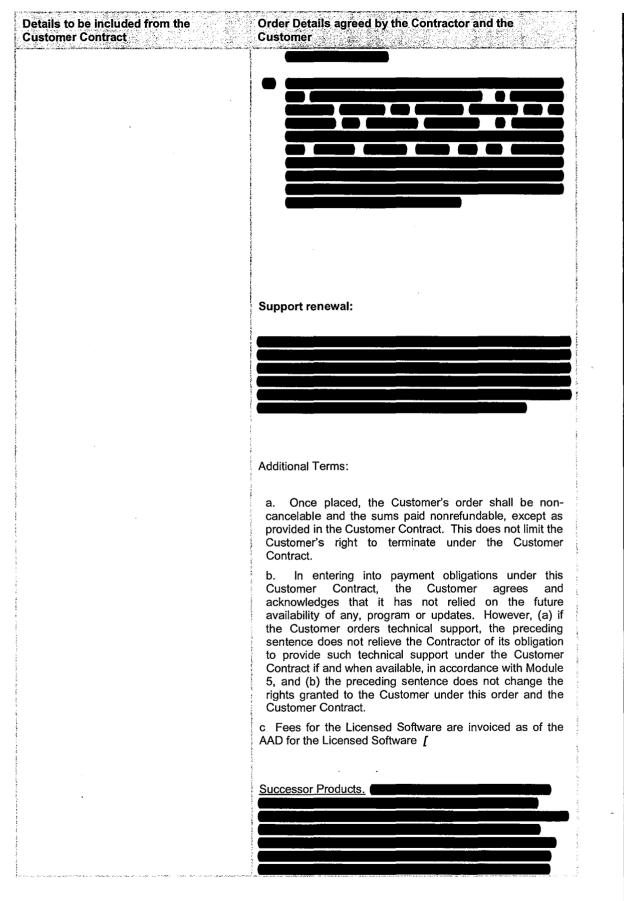
Services provided under this Customer Contract may be related to the Customer's license to use products that the Customer acquires under this Customer Contract, and the terms of this Customer Contract shall govern the Customer's use of such products. Unless agreed otherwise in a contract, any services acquired from the Contactor are bid and provided separately from products provided, and the Customer may acquire either services or products without acquiring the other.

Expanded Usage Rights:

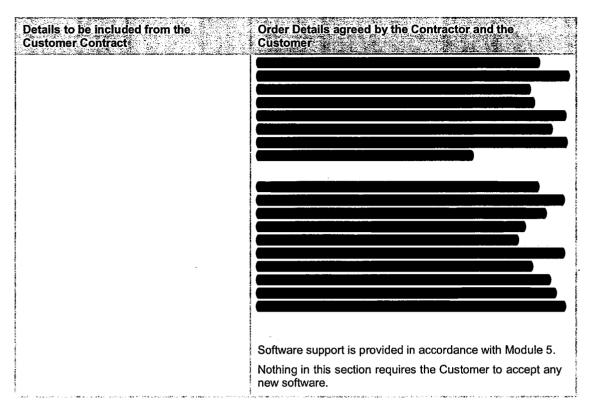




PART 2: CUSTOMER CONTRACT



PART 2: CUSTOMER CONTRACT



This General Order Form is part of the Customer Contract and incorporates all Parts, terms and conditions and other documents listed in clause 3.8 of Part 2 as if repeated in full in this General Order Form.

This offer is valid through 29-FEB-2016

PRICE HOLD EXHIBIT 1

Listed below is the license fee and first year Software Update License & Support fee for the Program licenses that may be purchased pursuant to Item 43.

Product	Quantity & Type	License Fee AUD\$	First Year Software Update License & Support Fee
	1 user (as set out below)	6,201.48	1,364.29
	1 user (as set out below)	2,400.50	528.06
	1 Record Perpetual	3.30	.72
	1 UPK Developer Perpetual	3,586.35	788.98
	25 Application User Perpetual	19,810.00	4,358.18

PART 2: CUSTOMER CONTRACT

^		
· · · · · · · · · · · · · · · · · · ·	 · · · · · · · · · · · · · · · · · · ·	
	 	<u> </u>
Linde dillor Burning		
Limited Use Programs		
Prime User Lite:	 ··· · ···	
Prime User Lite:		

The PRIME Lite Bundle contains the following products.

.

,

22

PRICE HOLD EXHIBIT 2

Listed below is the license fee and first year Software Update License & Support fee for the Program licenses that may be purchased pursuant to Item 43.

I was a grad			
Product	Quantity & Type	License Fee AUD\$	First Year Software Update License & Support Fee
	1 Named User Plus Perpetual	75.75	16.68
	1 Application User Perpetual	204.9	45.08
	1 Named User Plus Perpetual	123.00	27.05

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of the Crown in right of the State of New South Wales by its authorised representative, Rob Whitfield, Secretary of the Treasury in the presence of:

.....................

Signature of Witness

D

CHARLES CHO

Print name of Witness

23

PART 2: CUSTOMER CONTRACT

Rob Whitfield

.

Signed for and on behalf of Oracle Corporation Australia Pty Ltd (ABN 80 003 074 468)

Ű *-1

Signature of Authorised Signatory

TIM EBAECK Print name February 2016. 29 Date

Schedule 2: Agreement Documents

Itemise all documentation (including any supplemental terms and conditions agreed to by the Customer, accepted tenders, offers or quotes from the Contractor, and any letter of acceptance or award issued by the Customer) between the Customer and the Contractor. All such documentation must be itemised in this Schedule 2 and listed below in descending date order (i.e. the latest document is listed first.)

Document	Date of Document
Technical Support Policies (available at [http://www.oracle.com/us/support/policies/index.html])	Commencement Date.
· · · · · · · · · · · · · · · · · · ·	1
· · · · · · · · · · · · · · · · · · ·	
· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
	en e

ORACLE

Oracle Software Technical Support Policies

Effective Date: 12-January-2016

Table of Contents

- 1. <u>Overview</u>
- 2. Support Terms
- 3. Lifetime Support
- 4. Oracle Technical Support Levels
- 5. Additional Support Services Available for Purchase
- 6. Web-Based Customer Support Systems
- 7. Tools Used to Perform Technical Support Services
- 8. Global Customer Support Security Practices
- 9. Severity Definitions
- 10. Hyperion and Agile Specific Support Terms
- 11. Contact Information

1. Overview

Unless otherwise stated, these Software Technical Support Policies apply to technical support for all Oracle software product lines.

"You" and "your" refers to the individual or entity that has ordered technical support from Oracle or an Oracleauthorized distributor.

To receive technical support as provided by Oracle Support Services ("OSS") as described in these Oracle Software Technical Support Policies, all programs must be properly licensed.

Technical support is provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of an Oracle licensed program, running unaltered, and on a certified hardware, database and operating system configuration, as specified in your order or program documentation.



Oracle will provide technical support in accordance with Oracle's services privacy policy available at <u>http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html</u> and Oracle's Global Customer Support Security Practices, as referenced below.

References to the Technical Support Policies in former Oracle, or vendors acquired by Oracle, agreements may vary (e.g. Software Support Services Terms and Conditions, Maintenance Services Policy, Standard Maintenance Program, product support policy, Support Services policies, Support Maintenance Agreement, Maintenance and Technical Support Agreement, Maintenance and Support Schedule 2.0, and Licensee Support Services Policy).

These Technical Support Policies are subject to change at Oracle's discretion; however Oracle policy changes will not result in a material reduction in the level of the services provided for supported programs during the support period (defined below) for which fees for technical support have been paid.



To view a comparison of these Oracle Software Technical Support Policies and the previous version of the Oracle Software Technical Support Policies, please refer to the attached <u>Statement of Changes</u> (PDF).

2. Support Terms

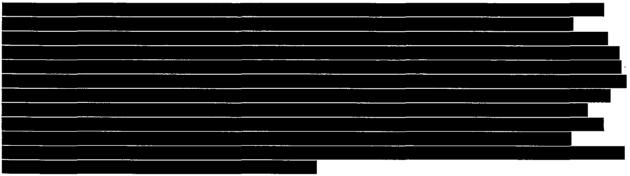
Technical Support Fees

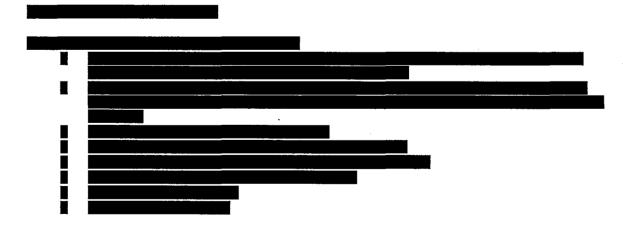
Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant order or payment plan, financing or leasing agreement with Oracle or an Oracle affiliate ("payment plan"). Your payment or commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address that you designate. Failure to submit payment will result in the termination of technical support services. Technical support will be provided pursuant to the terms of the order under which it is acquired; however, technical support fees due under a payment plan are due and payable in accordance with the terms and conditions of such payment plan.

Support Period

Technical support is effective upon the effective date of your order unless stated otherwise in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the order, Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"). Once placed, your order for technical support services is non-cancelable and the sums paid non-refundable, except as provided in the relevant order. Oracle is not obligated to provide technical support beyond the end of the support period.

License Set

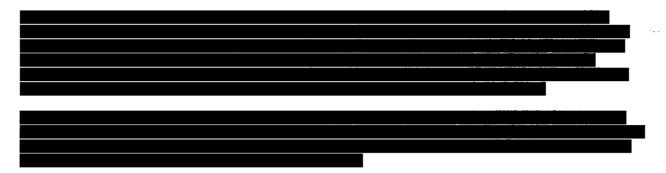




Oracle Software Technical Support Policies: 12-January-2016

Page 2 of 26

ORACLE



Matching Service Levels

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g.,

& Support for the entire license set; subject to availability, you must acquire Extended Support for all licenses of a particular version release of a program if you acquire Extended Support for any license in such version release. You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

Reinstatement of Oracle Technical Support

If technical support lapses or was not originally purchased with a program license, a reinstatement fee will be assessed. The reinstatement fee is computed as follows: a) if technical support lapsed, then the reinstatement fee is **matrix** of the last annual technical support fee you paid for the relevant program; b) if you never acquired technical support for the relevant programs, then the reinstatement fee is **matrix** of the net technical support fee you paid for the relevant program; b) if you never acquired technical support for the relevant programs, then the reinstatement fee is **matrix** of the net technical support fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. The reinstatement fee in (a) shall be prorated from the date technical support is ordered back to the date technical support lapsed. The reinstatement fee in (b) shall be prorated back to the original program license order date.

In addition to the reinstatement fee described above, you must pay the technical support fee for the support period. This technical support fee is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

If you previously acquired technical support from an Oracle-authorized distributor and are now acquiring technical support directly from Oracle, an uplift may be added to the reinstatement fee and your technical support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an order is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply.

Pricing following Reduction of Licenses or Support Level

Pricing for support is based upon the level of support and the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is reduced, support for the remaining licenses on that license order will be priced at Oracle's list price for support in effect at the time of termination or reduction minus the applicable standard discount. Such support price will not exceed the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported, and will not be reduced below the previous support fees paid for the licenses continuing to be supported. If the license order from which licenses are being terminated established a price hold for additional licenses, support for all of the licenses ordered pursuant to the price hold will be priced at Oracle's list price for support in effect at the time of reduction minus the applicable standard discount.



Custom Application Bundles

Technical support may not be discontinued for a single program module within a custom application bundle.

Unsupported Programs

Customers with unsupported programs are not entitled to download or receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for unsupported programs. CD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

Technical Contacts

Your technical contacts are the sole liaisons between you and OSS for technical support services. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Oracle supported programs and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

You may designate one (1) primary and four (4) backup individuals ("technical contact") per license set, to serve as liaisons with OSS. With each USD\$250,000 in net support fees per license set, you have the option to designate an additional two (2) primary and four (4) backup technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

Oracle may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

Program Updates

Update means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available (as determined by Oracle) and may not include all versions previously available for a program acquired by Oracle. Oracle is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.

Right to Desupport

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases and, therefore, Oracle reserves that right. However, program releases that are expressly identified within Oracle's Lifetime Support policy will be governed by the terms of the Lifetime Support Policy. Desupport information is subject to change.

First and Second Line Support

You are required to establish and maintain the organization and processes to provide "First Line Support" for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.



If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues for the supported programs, you may contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., required to provide Second Line Support.

Second Line Support shall consist of (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects as described in the associated documentation.

Oracle may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

Third Party Vendor-Specific Support Terms

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified and supported product, application, hardware platform, framework, database, and/or operating system configuration to continue receiving technical support services from Oracle.

Technical Support for Development, Demonstration and End User Licenses

Technical support for Development and/or Demonstration licenses is provided through your membership in the Oracle PartnerNetwork. Before you may provide technical support for a program you have licensed to an end user you must, in addition to the technical support you may receive for Development and/or Demonstration licenses, acquire technical support for such program from Oracle and continuously maintain it for as long as you provide support to the end user.

3. Lifetime Support

Lifetime Support consists of the following service levels:

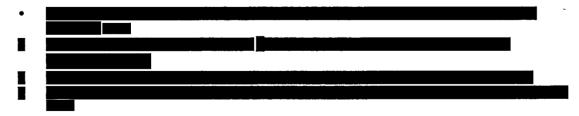
- Premier Support (also referred to as, and will be documented on your order as, "Software Update License & Support" or "Oracle Communications Network Software Premier Support")
- Extended Support (if offered)
- Sustaining Support

A description of the services available under Premier Support, Extended Support and Sustaining Support is included in the Oracle Technical Support Levels section below.

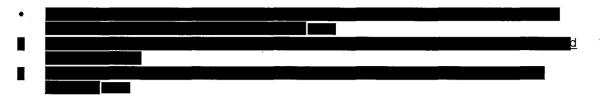
When offered and except as noted below, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available. If offered, support may be extended for an additional three years with Extended Support for specific releases. Except as noted below, in addition to the technical support fee, an Extended Support fee applies for each support period for which Extended Support is purchased.

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

For specific programs that are, or will be covered by the Lifetime Support Policy, service levels offered, and timeframes refer to the following:



ORACLE'



Exceptions - For customers with a current support contract running:

1. **PeopleTools.** The PeopleTools program, provided in conjunction with a PeopleSoft application program release, will be supported for as long as such application program release is supported. Patches and platform certifications for a PeopleTools minor release will be provided until 12 months after the next minor release is made generally available or Oracle announces that no future releases will be made; critical patch updates for a PeopleTools minor release may be provided for up to 24 months after the next minor release is made generally available.

You must apply PeopleTools minor releases in order to continue to receive Premier or Extended Support, if offered, for a PeopleSoft application program release. You may be required to apply PeopleTools minor releases to remain current with versions of third party technologies and products as supported by the provider of the third party product.

PeopleSoft application maintenance, which includes but is not limited to: images, patches, bundles, and maintenance packs, may require an upgrade to a newer version of PeopleTools.

Oracle reserves the right to make changes to the third party products included in the PeopleTools program release which includes but is not limited to: (i) requiring newer versions of the third party products, (ii) changing the way in which third party products are packaged and distributed and (iii) replacing or remediating one or more third party products.

- Oracle Database 11gR2: The Extended Support fee has been waived for the period of February 2015 -May 2017. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels section below.
- 3. **Oracle Database 10gR2:** Except as otherwise specified in the table below, Extended Support will be made available at Oracle's then current Extended Support pricing from: August 2013 July 2015. Extended Support for Oracle Database 10gR2 will be limited to Severity 1 fixes only; critical patch updates will not be made available.

Platform	
	The Extended Support fee will be waived from August 2010 – July 2014.
	The Extended Support fee will be waived from August 2010 – July 2016. For the period of August 2016 – July 2017, Extended Support will continue to be available but will be at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
	After July 2013, Extended Support will continue to be available at Oracle's then-current Extended Support fees. Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
	For the period of August 2013 – December 2015, Extended Support will continue to be available but will be at then-current

For customers running Oracle Database 10gR2 on:

ORACLE

Extended Support fees. During this period, Extended Su will be limited to Severity 1 fixes only; critical patch upda will not be made available.
--

4. **HP-UX and Itanium-2 Processor:** The following Extended Support exceptions apply to those customers running the supported Oracle program releases on certified OS versions of the HP-UX on the Itanium-2 processor based platform:

Oracle Program	
	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of August 2013 – December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of September 2015 – December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
	Extended Support will be available, at Oracle's then-current
	Extended Support will be available, at Oracle's therecurrent Extended Support fees, through December 2015. For the period of December 2013 - December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of July 2014 - December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.

- 5. Oracle e-Business Suite:
 - a) **Oracle e-Business Suite Extended Support:** The Extended Support fee has been waived for the Oracle program releases and periods stated below.

The Extended Support Fee will be waived from:
January 2017 – December 2019

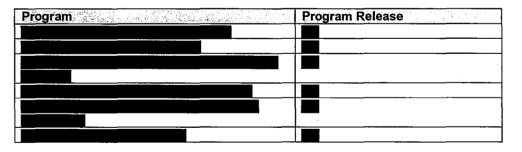
b) Oracle e-Business Suite 11.5.10 Sustaining Support: For Sustaining Support for Oracle e-Business Suite 11.5.10, provided from December 2013 – December 2015, Oracle will continue to provide: Severity 1 fixes, critical patch updates and United States Tax Form 1099 updates for the 2013, 2014 and 2015 tax years. During this period, payroll regulatory tax updates will only be provided for the countries and tax years specified below.

Country	2013 Tax Year	2014 Tax Year
United States and	January 1, 2013 –	January 1, 2014 – December
Canada	December 31, 2013	31, 2014
United Kingdom	N/A	April 6, 2013 – April 5, 2014
Australia	N/A	July 1, 2013 – June 30, 2014



6.	the ent	ire Extended Support period.	
7.	b.	The Extended Support fee will be waived for the entire Extended Support policy for Extended Support timeframes.	
8.	Suppor	Lifetime Support policy for Extended Support timeframes. The Extended The Extended to the Exte	
9.	Extend	ed Support fee will be waived from October 2014 – September 2015.	
10.		The Extended Support fee will be waived from January 2016 - December 2018.	
11.	Standard Edition 2 will continue to receive technical support for previously licensed Oracle Database Standard Edition or Oracle Database Standard Edition One program releases. License restrictions are as specified in the license definitions and rules of the Oracle Database Standard Edition 2 order.		
12.	Noverr	ber 2016 – October 2017.	
13.		nance, Risk and Compliance Programs: For Sustaining Support for the Governance, Risk and	

 Governance, Risk and Compliance Programs: For Sustaining Support for the Governance, Risk and Compliance program releases specified below, Oracle will continue to provide Severity 1 fixes through May 2018.



Oracle Software Technical Support Policies: 12-January-2016

.

ORACLE

4. Oracle Technical Support Levels

Software Update License & Support

Program releases in the Premier Support phase of Oracle's product support lifecycle will receive Software Update License & Support. Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Certification with most new third-party products/versions (availability may vary by program)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week, except as otherwise stated in note 1 below for service systems
- Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise



- normal business hours
- Non-technical customer service during normal business hours

Notes:



Software Update License & Support for the

The Software Update License & Support described above

- 24x7 access to Oracle Unbreakable Linux Network
- Hardware Certification¹
- Backport of fixes, using commercially reasonable efforts, for any

Notes:

1. Hardware certification will be provided for the first six (6) years from the data a release of the becomes generally available. After six (6) years, hardware certification may be



provided at Oracle's sole discretion; however Oracle is under no obligation to provide such hardware certification.

Limited Software Update License & Support is available for the Phase Forward programs

Update License & Support consists of:

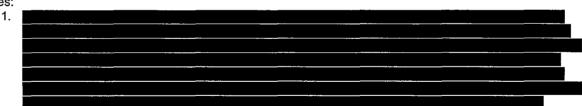
- Program updates, fixes, security alerts and critical patch updates
- Assistance with service requests during normal business hours
- Ability to log service requests as specified in the following link: <u>http://www.oracle.com/us/support/contact/health-sciences-license-support/index.html</u>
- Non-technical customer service during normal business hours

Extended Support

Extended Support may be available for certain Oracle program releases after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for the terminal patchset release of a program. Unless otherwise stated in this section, supported program releases eligible for Extended Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates
- Assistance with service requests 24 hours per day, 7 days per week, except as otherwise stated in note 1 below for the service requests 24 hours per day, 7 days per week, except as otherwise stated in note 1
- Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Access to
- Non-technical customer service during normal business hours

Notes:



Extended Support does not include:

• Certification with new third party products/versions

Extended Support for

- limited to the following:
 - Bug fixes, security fixes and minor updates
 - Upgrade tools
 - Assistance with service requests 24 hours per day, 7 days a week
 - Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
 - Non-technical customer service during normal business hours

Oracle Software Technical Support Policies: 12-January-2016

Page 10 of 26



Sustaining Support

Sustaining Support will be available after Premier Support expires. As program releases under Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited. Unless otherwise stated in this section, program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during Premier Support and Extended Support (if offered and only after the Extended Support period ends)
- Tax, legal, and regulatory updates (availability may vary by country and/or program) created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Upgrade scripts (availability may vary by program) created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Major product and technology releases, if and when made available at Oracle's discretion, which may
 include general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week, except as otherwise stated in note 1 below for **Except as otherwise**
- Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Non-technical customer service during normal business hours

Notes:



Sustaining Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal, and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

Sustaining Support for Sustaining Support will receive Software Update License & Support limited to the following:

- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to
- Access to patches, fixes, and security alerts created during the Premier Support period

Sustaining Support for the Oracle Linux programs does not include:

- Access to new patches, fixes, and security alerts
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification
- Backport of fixes

Oracle Software Technical Support Policies: 12-January-2016



Sustaining Support for

limited to the following:

- Minor updates and bug and security fixes created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Upgrade tools created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support for the program releases does not include:

- New minor updates and bug and security fixes
- New upgrade tools
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

Sustaining Support **Support** inited to the following:

- Access to existing program updates and fixes only (i.e., new program updates and fixes will not be provided)
- Assistance with service requests during normal business hours.
- Ability to log service requests via the following email:
- Non-technical customer service during normal business hours

Sustaining Support for the program releases does not include:

- Access to new program updates and fixes
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

Oracle Communications Network Software Premier & Sustaining Support

Oracle Communications Network Software Premier Support is available for the following program categories (collectively "Oracle Communications Network Software"):

Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Certification with most new third-party products/versions (availability may vary by program)
- Remote installation of Oracle Communications Network Software
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

For Oracle Communications Network Software Premier Support only, reasonable efforts will be made to respond to service requests per the Response Times set forth in the guidelines below; however, Oracle's failure to adhere to the times stated will not constitute a breach by Oracle. The guidelines are for informational purposes only and subject to change at Oracle's discretion.

Severity Level	Response Time	Remote Restoration/Time	Resolution Time

- 1. For purposes of the above table, the following definitions apply:
 - Response Time The elapsed time beginning when you create a service request until Oracle first responds to you.
 - Remote Restoration Time The elapsed time beginning when Oracle achieves remote access to the applicable program and when Oracle notifies you that a solution has been offered. The Remote Restoration Time frames do not apply if program code changes are required.
 - Resolution Time The elapsed time beginning when you create a service request to when your issue is resolved.

Certain Oracle Communications Network Software program releases may be eligible to receive Oracle Communications Network Software Sustaining Support. Oracle Communications Network Software Sustaining Support consists of:

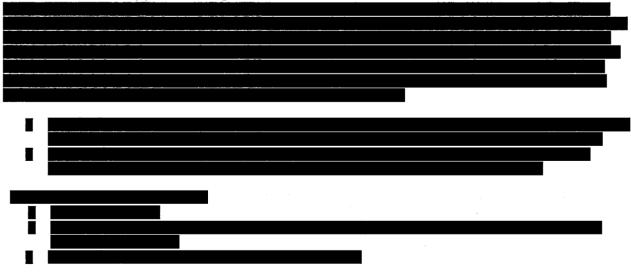
- Program Updates
- Fixes and security alerts created during the Premier Support period
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support for the Oracle Communications Network Software program releases does not include:

- New fixes and security alerts
- Remote installation of Oracle Communications Network Software
- Certification with new third party products/versions
- Response Times identified above

5. Additional Support Services Available for Purchase

Incident Server Support Package





Service requests requiring resolution of a program bug will not be counted against your overall service request total. Your access to Incident Server Support services, including My Oracle Support, ends on the earlier of (i) expiration of the support period; or (ii) resolution of your final service request. The Incident Server Support Packages do not include updates and may not be used, purchased, or sold in conjunction with any other support offering.

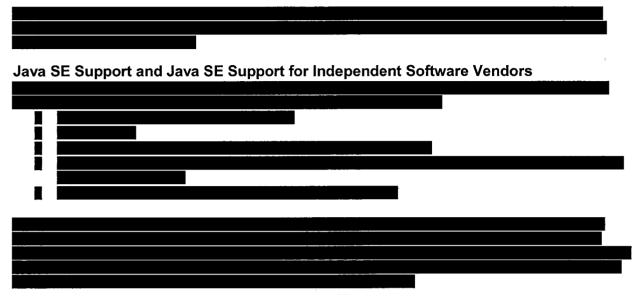
If you renew Incident Server Support Package, your renewal fee for such services will be based on Oracle's Incident Server Support Package pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Incident Server Support Package is not subject to the Reinstatement of Oracle Technical Support section above.

Oracle Java Development Tools Support

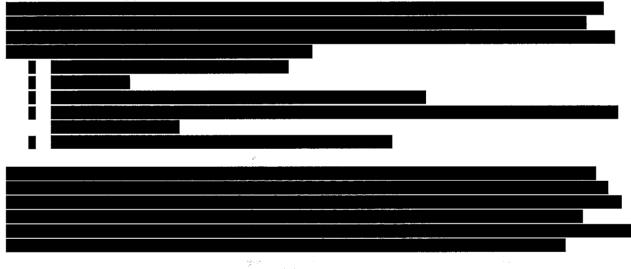


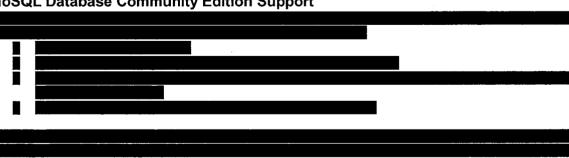
Oracle Software Technical Support Policies: 12-January-2016

Page 14 of 26



Oracle Java Embedded Development Support and Oracle Java Embedded Suite Development Support





NoSQL Database Community Edition Support

Oracle Software Technical Support Policies: 12-January-2016

Page 15 of 26



Service Request Packages

Service Request Packages are made available to members of the Oracle Partner Network. Service Request Packages provide web-based technical support in packages of 10 or 25 service requests, do not include updates, and are not available for all programs. Please contact your at http://partner.oracle.com for program availability.

Service Request Packages are valid for one year from the date of purchase. Any unused service request(s) will expire at the earlier of (i) the end of such year, or (ii) the end of your OPN membership term if such membership is not renewed. Access to log service requests will be restricted at the same time the final service request is resolved.

Oracle Priority Support

If you acquire Oracle Priority Support on your order, Oracle will provide Oracle Priority Support as described here.

Oracle Priority Support Advantage

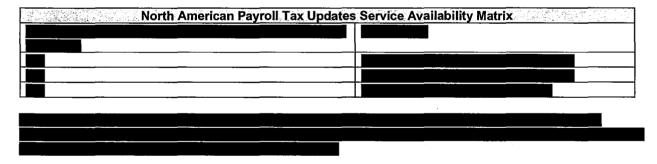
If you acquire Oracle Priority Support Advantage on your order, Oracle will provide Oracle Priority Support Advantage as described <u>here</u>.

Oracle Functional Help Desk for Oracle Retail and Hospitality

If you acquire Oracle Functional Help Desk for Oracle Retail and Hospitality on your order, Oracle will provide Oracle Functional Help Desk for Oracle Retail and Hospitality as described <u>here</u>.

North American Payroll Tax Updates

The following North American Payroll Tax Updates Service Availability Matrix describes the service availability and time frames.



Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite

Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is available for the Oracle E-Business Suite releases specified in the Severity 1 Fixes and Financial Legislative Updates for Oracle E-Business Suite Service Availability Matrix below. If you purchase these services, you will receive one (1) calendar year of Severity 1 fixes for the applicable Oracle E-Business Suite release and/or one (1) United States ("US") Federal Government fiscal year of financials legislative updates. In order to acquire Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite, your licensed Oracle E-Business Suite must be currently supported with Software Update License & Support.

ORACLE

The Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite service consists of the following components that can be purchased separately: Tier 1, Tier 2, Tier 3, Single Country and US Federal Government. Tier 1, Tier 2 and Tier 3 consist of services for more than one country. Single Country consists of services for an individual country. US Federal Government consists of services for the US Federal Government. Please see the Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite Service Availability Matrix below for service availability and time frames.

The components are as follows:

Tier 1 - Tier 1 consists of: Severity 1 fixes, critical patch updates and United States Tax Form 1099 updates for the applicable tax year(s). For the Oracle E-Business Suite 11.5.10 release, Tier 1 is currently available through December 31, 2015 at no additional fee under Sustaining Support to customers currently supported with Software Update License & Support; thereafter the fee will be based upon the then-current Tier 1 fee. Please see the Lifetime Support section above for additional information. For the Oracle E-Business Suite release 12.0.6, the fee will be based upon the then-current Tier 1 fee.

Tier 2 - Tier 2 consists of: Severity 1 fixes, critical patch updates, United States Tax Form 1099 updates for the applicable tax year(s), and financials legislative updates for the following countries: United States, Canada, Mexico, United Kingdom, France, Italy, Netherlands, Germany, Switzerland, South Africa, Spain, Saudi Arabia, United Arab Emirates, Bahrain, Kuwait, Australia, Japan, China, and South Korea. If you purchase Tier 2, your fee for such services will be based on the then-current Tier 2 fee.

Tier 3 - Tier 3 consists of: Severity 1 fixes, critical patch updates, United States Tax Form 1099 updates for the applicable tax year(s), and financials legislative updates for the following countries: United States, Canada, Mexico, United Kingdom, France, Italy, Netherlands, Germany, Switzerland, South Africa, Spain, Saudi Arabia, United Arab Emirates, Bahrain, Kuwait, Australia, Japan, China, South Korea, and additional countries as specified on <u>My Oracle Support</u> (i.e., <u>Financials Legislative Updates for Oracle E-Business Suite 11.5.10 (Doc ID 1597513.1)</u>). If you purchase Tier 3, your fee for such services will be based on the then-current Tier 3 fee.

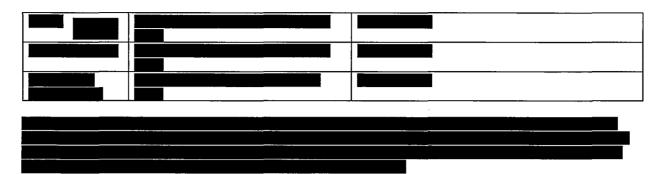
Single Country - Single country consists of: Financials legislative updates for the following countries: United States, Canada, Mexico, United Kingdom, France, Italy, Netherlands, Germany, Switzerland, South Africa, Spain, Saudi Arabia, United Arab Emirates, Bahrain, Kuwait, Australia, Japan, China, South Korea, Poland and Brazil. If you purchase the Single Country option, your fee for such services will be based on the then-current Single Country fee.

US Federal Government - US Federal Government consists of: Financials legislative updates for the US Federal Government. If you purchase this service, you will receive financial legislative updates for the US Federal Government for one (1) US Federal Government fiscal year. If you purchase the US Federal Government option, your fee for such services will be based on the then-current US Federal Government fee.

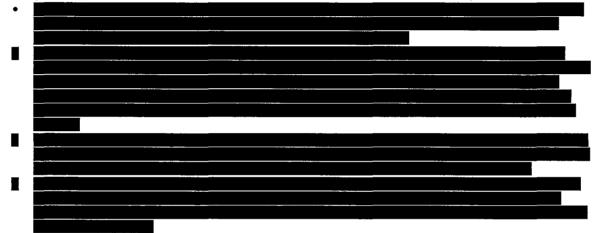
The following Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite Service Availability Matrix describes the service availability and time frames.

Oracle Software Technical Support Policies: 12-January-2016



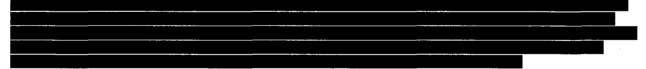


The following only applies to Oracle E-Business Suite 11.5.10:



If you renew Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is not subject to the Reinstatement policies stated above.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10



Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is available for the following countries and tax years:

Country	2014 Tax Year	2015 Tax Year	2016 Tax Year

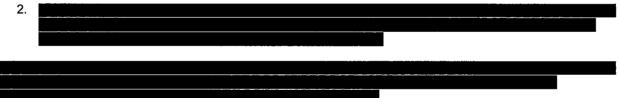
Oracle Software Technical Support Policies: 12-January-2016

Page 18 of 26

India	April 1, 2013 – March 31, 2014	April 1, 2014 – March 31, 2015	Not Available
Japanj			

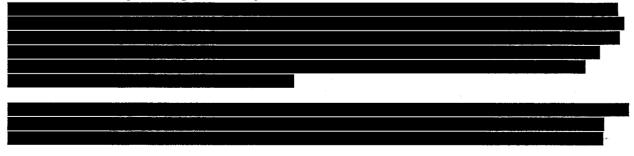
Notes:

1. For the specified countries and tax years noted above, payroll regulatory updates are provided under Sustaining Support to customers with a current support contract. Please see the Lifetime Support section above for additional information.



If you renew Payroll Legislative Updates for Oracle E-Business Suite 11.5.10, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is not subject to the Reinstatement policies stated above.

Financial and Payroll Legislative Updates for JD Edwards



Oracle Software Technical Support Policies: 12-January-2016

JD Edwards EnterpriseOne JD Edwards World JD Edwards EnterpriseOne JD Edwards World
Tier 3 -
JD. Edwards EnterpriseOne JD Edwards World Image: State of the state

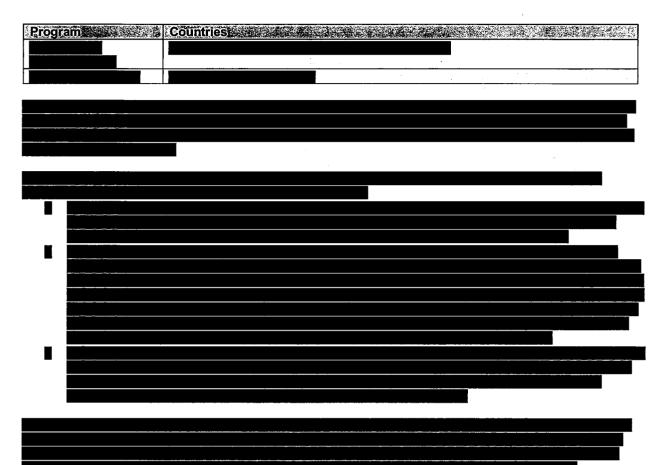
Single Country Financial Legislative Updates: Single Country Financial Legislative Updates consists of: Severity 1 fixes and financial legislative updates for the programs and countries specified in the table below. If you purchase Single Country Financial Legislative Updates, your fee for such service will be based on the thencurrent Single Country for Financial Legislative Updates fee.

Program	Countries	

Single Country Payroll Legislative Updates: Single Country Payroll Legislative Updates consists of: payroll legislative updates for the programs and countries specified in the table below. If you purchase Single Country Payroll Legislative Updates, your fee for such service will be based on the then-current Single Country for Payroll Legislative Updates fee.

Oracle Software Technical Support Policies: 12-January-2016

Page 20 of 26

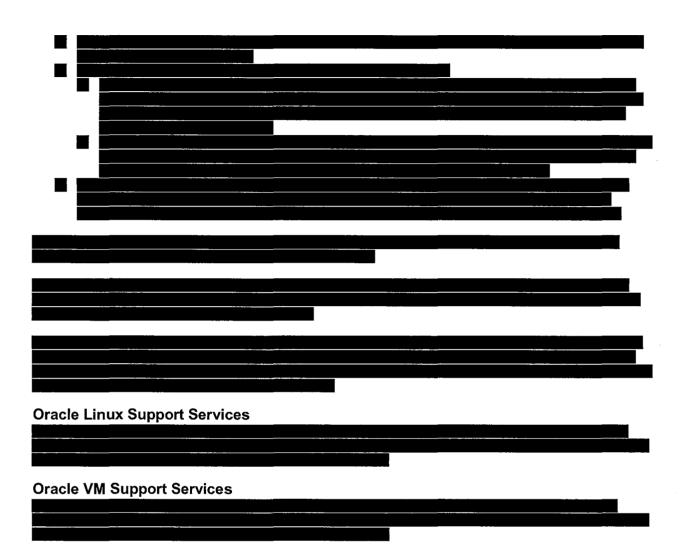


Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM

Oracle Market-Driven Support for Oracle Database 10g Release 2

Oracle Software Technical Support Policies: 12-January-2016





Exadata Premier Support

6. Web-Based Customer Support Systems

My Oracle Support

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

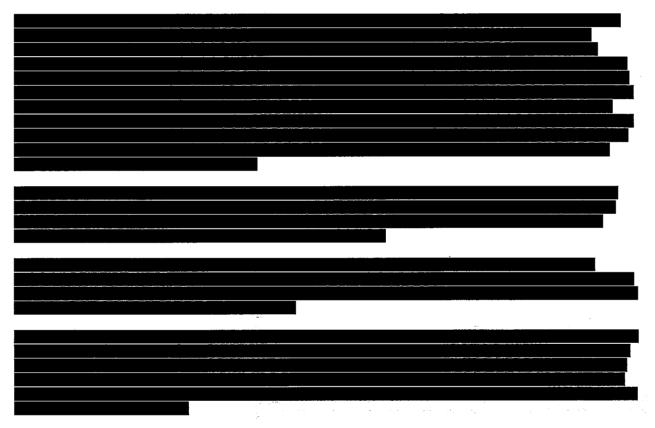
The following Oracle programs are not currently supported under My Oracle Support:

Clarify SelfService, MS CRM, Heat Portal and MICROS Self Service Customer Support Portal

Oracle

Access to the Oracle **Control of the Control of the**

7. Tools Used to Perform Technical Support Services

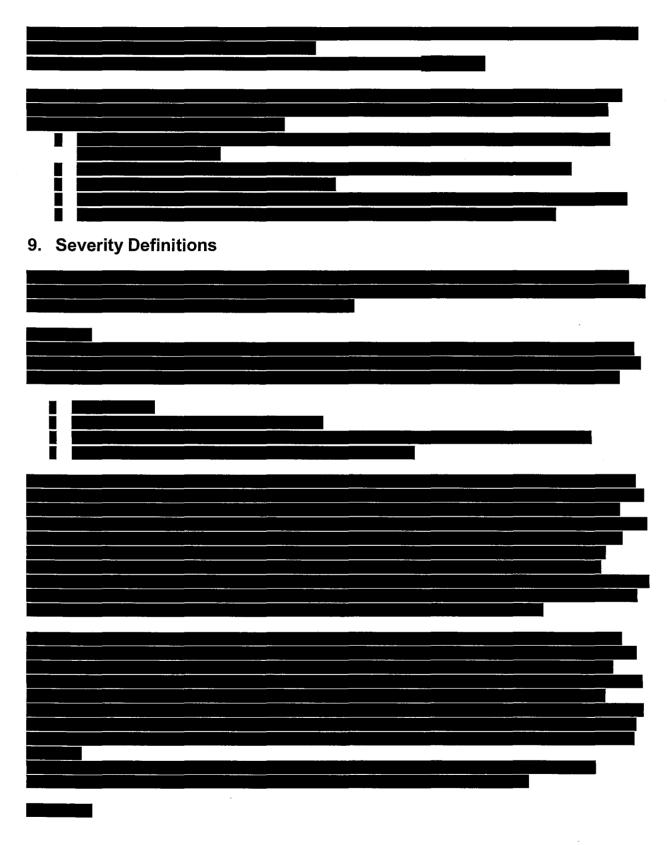


8. Global Customer Support Security Practices



Oracle Software Technical Support Policies: 12-January-2016

Page 23 of 26



Oracle Software Technical Support Policies: 12-January-2016

Page 24 of 26

		· · · · · · · · · · · · · · · · · · ·

10. Hyperion and Agile Specific Support Terms

For orders placed pursuant to a Hyperion master agreement or to an Agile master agreement, the following terms apply with respect to the technical support services you have ordered.

Warranties, Disclaimers, and Exclusive Remedies

Oracle warrants that technical support services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support services warranty deficiencies within 90 days from performance of the defective technical support services.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT TECHNICAL SUPPORT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT TECHNICAL SUPPORT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.

For orders placed pursuant to a Hyperion master agreement, the following terms also apply with respect to the technical support services you have ordered.

Nondisclosure

By virtue of your order, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under your order. Confidential information shall be limited to the terms and pricing under your order and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure



and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

11. Contact Information

Phone numbers and contact information can be found on Oracle's support web site located here.

Schedule 3: Service Level Agreement

Software Support Services (including first year and all subsequent years) are provided under the Contractor's technical support policies in effect at the time the Software Support Services are provided. The technical support policies, incorporated in this order, are subject to change at the Contractor's discretion;

						The Cust	omer may ac	cess
the	current	version	of	the	technical	support	policies	at
http://	/www.oracle.o	com/us/suppo	ort/polic	ies/index	.html			

Schedule 4: Variation Procedures

1. Procedures

- **1.1** Each request or recommendation for a change to the PIPP or any part of the Customer Contract must be submitted in a form substantially similar to the Change Request form attached to this Schedule.
- **1.2** For each draft Change Request submitted:
 - (a) the Customer must allocate it with a sequential number;
 - (b) the draft Change Request must be logged and its progress documented by recording its status from time to time by the Contractor as follows:
 - (i) requested;
 - (ii) under evaluation;
 - (iii) awaiting authorisation;
 - (iv) cancelled;
 - (v) pending
 - (vi) approved/authorised;
 - (vii) expired;
 - (viii) in progress;
 - (ix) applied;
 - (x) delivered;
 - (xi) accepted.
- **1.3** The Party receiving the draft Change Request must within 5 Business Days of receipt (or such longer period set out in the Change Request):
 - (a) request further information;
 - (b) provide written notification to the other Party of its approval or rejection of the Change Request.
- 1.4 If the Customer submits a draft Change Request to the Contractor, and the Contractor believes that there is more than 1 Business Day's work involved in the evaluation of the Change Request, then prior to commencing work on evaluating the draft Change Request the Contractor may request that the Customer pays for the work involved to evaluate the draft Change Request. The Customer may then either revise the draft Change Request to require less than 1 Business Day's work to evaluate it, or agree to pay for the Contractor's work to evaluate the Change Request in an amount agreed by the Parties, or in absence of agreement, at the Contractor's then current commercial rates.

1.5 If the Customer Contract has been entered into under a Head Agreement, and the Change Request seeks to vary a Protected Clause and the Customer approves of the Change Request, the Customer must submit the Change Request to the Contract Authority and the Director General, NSW Department of Finance and Services, for approval immediately after it has notified the Contractor that it approves the Change Request.

2. Status

2.1 A Change Request is binding on the Parties only when both Parties have signed it. Once signed by both parties the Change Request updates the Customer Contract in accordance with the terms of the Change Request. The Contractor must not implement any draft Change Request until the Customer has signed the Change Request form.

3. Change Request Form

CHANGE REQUEST BRIEF DETAILS

Change Request Number	Insert Change Request Number (supplied by the Customer)
Date of Change Request	Insert date of draft Change Request
Originator of need for Change Request	Customer or Contractor
Proposed Implementation Date of Change	Insert proposed date of implementation
Date of expiry of validity of Change Request	Insert validity expiry date. The Change Request is invalid after this date.
Contractor's estimated time and cost of evaluation	Insert estimated time and cost of evaluation
Amount agreed to be paid to the Contractor for evaluating the draft Change Request, if any (This applies only if the Customer is the Party that originated the need for a Change Request; and the Contractor estimates the cost of evaluating and drafting the Change Request exceeds 2 Business Days)	Insert amount to be paid to the Contractor for evaluating the draft Change Request

CHANGE REQUEST HISTORY LOG

Change Request Version History				
Date	6	Status/Reason for New Issue		
Insert date	Insert version	Insert status/reason	Insert author	
an an an an an an an Anna anns anns anns	an an Anna Aonaichte an Anna an t-ann an Aonaichte an Anna ann an Anna ann an Aonaichte an Anna ann an Anna Ann Anna Anna Anna	n min weiken mehren in het eine eine eine eine konstenen mehrenden einen het der eine het einen der bestellte Nach weiken eine eine eine eine eine eine eine	un un foi traite access și ne gran tradici cur un și 2	

DETAILS OF CHANGE REQUEST

Summary

[Insert a summary of the changes, if required]

SCOPE

[Insert changes to the scope of Products to be provided and/or any Services, including any extensions to the Contract Period.]

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

[Insert any changes to the Contract Specification]

EFFECT OF CHANGE ON PROJECT TIMETABLE

[Insert changes to the project timetable]

New PIPP (annexed)

[Annex new PIPP if required]

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

[Insert new charges and the timing of payment into the new PIPP]

CHANGES TO CSI

[Insert any changes to the CSI]

CHANGES TO CUSTOMER PERSONNEL

[Insert any changes to the Customer's Personnel]

CHANGES TO CUSTOMER ASSISTANCE

[Insert any changes to the Customer's Assistance]

PLAN FOR IMPLEMENTING THE CHANGE

[insert the plan for implementing the change – if any.]

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

[Insert the responsibilities of the respective Parties for implementing the change - if any.]

Responsibilities of the Contractor

[Insert the responsibilities of the Contractor for implementing the change – if any.]

Responsibilities of the Customer

[insert the responsibilities of the Customer for implementing the change - if any.]

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

[Insert if there will be any effect on the Acceptance Testing of any Deliverable – or alternatively insert None.]

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

[Insert if there will be any effect on performance of any Deliverable - or alternatively insert None.]

EFFECT ON USERS OF THE SYSTEM/SOLUTION

[Insert if there will be any effect on users of the system/solution - or alternatively insert None.]

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

Changes will be required to the following documents:

[Add any other documents which may be affected.]

EFFECT ON TRAINING

Insert if there will an effect on training or alternatively insert None.]

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

[insert if there are any other matters.]

ASSUMPTIONS

The plan for implementing the changes outlined in this Change Request is based on the assumptions listed below:

[Insert any assumptions. If none then this section will be deleted].

If the assumptions are or become untrue, the Parties will address the effect of this through a subsequent Change Request.

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

[Insert a list of the documents that form part of this Change Request]

CUSTOMER CONTRACT CLAUSES, SCHEDULES AFFECTED BY THE PROPOSAL ARE AS FOLLOWS:

[Insert amendments to clauses in the Customer Contract, relevant Schedules including Service Level Agreement]

Note that variations to any of the Protected Clauses require the Customer to obtain the Contract Authority's approval (clause 26.2)

AUTHORISATION

The Contractor must not commence work on the Change Request until is signed by both Parties. Once signed by both Parties, the Customer Contract is updated by this Change Request and any provisions of the Customer Contract that conflict with this Change Request are superseded. Schedule 5 : Escrow Deed – Not Used

Schedule 6 : Deed Poll – Approved Agents – Not Used

Schedule 7 : Statutory Declaration – Subcontractor – Not Used

Schedule 8 : Deed of Confidentiality – Not Used

Schedule 9 : Performance Guarantee – Not Used

Schedule 10 : Financial Security – Not Used

Schedule 11: Dispute Resolution Procedures

1. Expert Determination

- 1.1 If a Referral Notice is submitted under clause 24.7 of the Customer Contract, the expert is to be agreed between the Parties. If they cannot agree within 28 days of the Referral Notice, the expert is to be nominated on the application of either Party by the Chief Executive Officer, Australian Commercial Disputes Centre of NSW.
- **1.2** The expert nominated must be a person who is an experienced Australian legal practitioner or a person with practical experience in the technology that is the subject matter of the dispute, unless otherwise agreed. The expert must not be:
 - (a) an employee of the Parties;
 - (b) a person who has been connected with this Customer Contract or has a conflict of interest, as the case maybe; or
 - (c) a person who the Parties have not been able to agree on.
- **1.3** The expert may appoint any person that the expert believes will be able to provide the specialists skills that are necessary to make a determination, including an Australian legal practitioner. The expert must consult with both Parties prior to appointing such person.
- **1.4** When the person to be the expert has been agreed or nominated, the Customer, on behalf of both Parties, must engage the expert by letter of engagement (and provide a copy to the Contractor) setting out:
 - (a) the issue referred to the expert for determination;
 - (b) the expert's fees;
 - (c) the procedure for the determination set out in this Schedule; and
 - (d) any other matter which is relevant to the engagement.

2. Submissions

- 2.1 The procedure for submissions to the expert is as follows:
 - (a) The Party that has referred the issue to expert determination must make a submission in respect of the issue, within 30 Business Days after the date of the letter of engagement referred to in clause 1.4.
 - (b) The other Party must respond within 30 Business Days after receiving a copy of that submission. That response may include cross-claims.
 - (c) The Party referred to in clause 2.1(a) may reply to the response, but must do so within 20 Business Days after receiving the response, and must not raise new matters.
 - (d) The other Party may comment on the reply, but must do so within 20 Business Days after receiving the reply, and must not raise new matters.
 - (e) The expert must ignore any submission, response, reply, or comment not made within the time given in this clause 2.1, unless the Customer and the Contractor agree otherwise.

32

- (f) The expert may request further information from either Party. The request must be in writing, with a time limit for the response. The expert must send a copy of the request and response to the other Party, and give the other Party a reasonable opportunity to comment on the response.
- (g) All submissions, responses, replies, requests and comments must be in writing. If a Party gives information to the expert, it must at the same time give a copy to the other Party.

3. Conference

- **3.1** The expert must arrange at least one conference with both Parties. The request must be in writing, setting out the matters to be discussed.
- **3.2** Each Party is entitled to be represented at any preliminary conference before the expert by its legal representatives and other authorised representatives, with information and knowledge of the issues.
- **3.3** The expert is not bound by the rules of evidence and may receive information in any manner the expert sees fit, but must observe the requirements of procedural fairness. Consultation between the expert and a Party must only take place in the presence of the other Party, unless a Party fails to attend a conference or meeting which has been convened by the expert and of which prior notice has been given. Any Party providing information to the expert must provide that information to the other Party.
- **3.4** The Parties agree that such a conference is considered not to be a hearing that would give anything under this Schedule the character of arbitration.
- **3.5** In answer to any issue referred to the expert by a Party, the other Party can raise any defence, set-off or counter-claim.

4. Questions to be determined by the Expert

- **4.1** The expert must determine for each issue the following questions (to the extent that they are applicable to the issue):
 - (a) is there an event, act or omission that gives the claimant a right to compensation under the Customer Contract:
 - (i) for damages for breach of the Customer Contract, or
 - (ii) otherwise in law
 - (b) if so:
 - (i) what is the event, act or omission
 - (ii) on what date did the event, act or omission occur
 - (iii) what is the legal right which gives rise to the liability to compensation
 - (iv) is that right extinguished, barred or reduced by any provision of the Customer Contract, estoppel, waiver, accord and satisfaction, set-off, crossclaim, or other legal right
 - (c) in the light of the answers to clause 4.1:

- (i) What compensation, if any, is due from one Party to the other and when did it fall due?
- (ii) What interest, if any, is due when the expert determines that compensation?
- **4.2** The expert must determine for each issue any other questions required by the Parties, having regard to the nature of the issue.
- **4.3** The Parties must share equally the fees of the expert, any other costs associated with the process, including room hire expenses, transcript expenses and the like and the fees of any person appointed by the expert under clause 1.3 for the determination, and bear their own expenses.
- **4.4** If the expert determines that one Party must pay the other an amount exceeding the amount specified in General Order Form (calculating the amount without including interest on it and after allowing for set-offs), then either Party may commence litigation, but only within 56 days after receiving the determination.
- **4.5** Unless a Party has a right to commence litigation or otherwise resolve the dispute under the Customer Contract:
 - (a) in the absence of a manifest error the Parties must treat each determination of the expert as final and binding and give effect to it; and
 - (b) if the expert determines that one Party owes the other money, that Party must pay the money within 20 Business Days.

5. Role of Expert

- 5.1 The expert must:
 - (a) act as an expert and not as an arbitrator, adjudicator or as expert witness;
 - (b) make its determination on the basis of the submissions of the Parties, including documents and witness statements, and the expert's own expertise;
 - (c) act impartially, free of bias and with no vested interest in the outcome of the dispute;
 - (d) adopt procedures for the Expert Determination suitable to the circumstances of the dispute so as to provide for an expeditious cost effective and fair means for the determination of the dispute; and
 - (e) issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 45 Business Days after the receipt of the information in clause 2.1(d).
- **5.2** If a certificate issued by the expert contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the expert must correct the certificate and give notice to the Parties of such correction.

6. Confidentiality

6.1 Each Party involved in the expert determination process, including the expert, the Parties, their advisors and representatives shall maintain the confidentiality of the expert determination process and may not use or disclose to anyone outside of the expert determination process,

34

the expert's determination, or any information received or obtained, in the course of the expert determination process, including the existence of that information, except to the extent:

- (a) the Parties have otherwise agreed in writing;
- (b) the information is already in the public domain;
- (c) disclosure is required to a Party's insurers, auditors, accountants or other professional advisers;
- (d) disclosure is required for the purposes of any legal proceedings relating to the dispute or the expert's determination; or
- (e) disclosure is otherwise required by law.

MODULE ORDER FORM MODULE 3 – LICENSED SOFTWARE

Box 1 Approved Purpose

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.1)	
Specify what purpose is the Licensed Software used for.	The use contemplated in the definition of PRIME System in Item 11 (Common Details) of the General Order Form.
If no other purpose is specified in this Box the Approved Purpose is the internal processing of the Customer's own data.	

Box 2 Class of Licence

contractor grants to the Customer a perpetual, non- sive, transferable (subject to the terms of the Head ment), royalty free license to use the Licensed are from the Commencement Date of this Customer act in accordance with the terms of the Head ment and this Customer Contract.
sive, transferable (subject to the terms of the Head ment), royalty free license to use the Licensed are from the Commencement Date of this Custome act in accordance with the terms of the Head
ment and this Customer Contract.
(a)
(b)

MODULE ORDER FORM MODULE 3 – LICENSED SOFTWARE

avoidance of doubt, the various Classes of licence can be redeployed within the Customer's and the other expanded usage rights entities' organisations, such that at any given time, only the number of then current authorised

(as applicable) will be counted towards the quantity of relevant Classes of licence being used by the Customer at any point in time. (For example, if an individual had previously been a but had subsequently left the

Customer's organisation and had his or her authority to use the **Customer**evoked, that person would not be counted as a **Customer**evoked, that after the time of revocation of authorisation).

*The Prime User Bundle contains the following products



Page 2 of 9

(c) As per the restrictions set out in the General Order Form

(d) The License Definitions and Rules set out in Item 11 of the General Order Form apply to the Licensed Software ordered.

Estimated Territory Usage Exhibit.

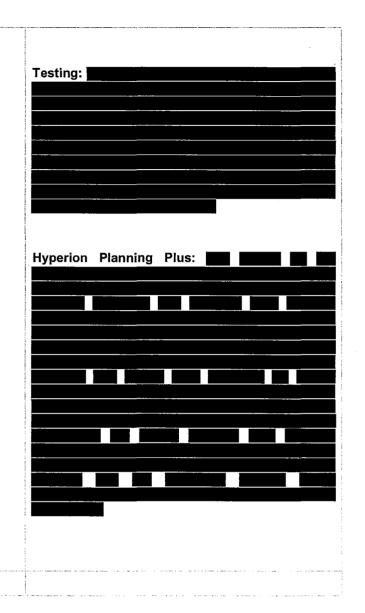
 Country
 % Usage

 Australia
 Image

Additional Rights/Restrictions

Failover: Subject to the conditions that follow below, the Customer's licence for the Licensed Software includes the right to run the Licensed Software on an unlicensed spare computer in a failover environment for up to a total of days in any given calendar year (

). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, the Customer must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days' limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.



MODULE ORDER FORM MODULE 3 – LICENSED SOFTWARE

Box 3 Designated Equipment

Details to be included from Module 3 Order Details agreed by the Contractor and the Customer Agreed Terms (clause 1.3) Specify the hardware platform/operating system combination upon which the Licensed Software is installed. [Note: Specify the type and version number of the operating system and capacity/model of the Hardware, especially if the Class of Licence is based on type or size of capacity of the Hardware.]

Box 4 Third Party Components

Details to be included from Module 3	to be included from Module 3 Order Details agreed by the Contractor and the Customer	
Agreed Terms (clause 1.14)		
Third Party Components	Not applicable	
Specify if the details of any software components, plug-ins and other programs are owned by third parties.		
This should include name and version number of each Third Party Component.		
Specify if the Third Party Components are supplied by the Contractor:		
(a) as part of the Licensed Software; or		
(b) as a Reseller (in which case Box 11 must be completed)		
[Note: See clause 2.7 for details.]		
[Note: Open source software is not included within the definition of Third Party Component.]		

5

MODULE ORDER FORM MODULE 3 – LICENSED SOFTWARE

Box 5 Extension of Period to Notice to Renew Licence

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Licence Period (clause 2.6(a))	
If the Licence is not perpetual, then specify the number of days written notice prior to the end of each current Licence Period that the Contractor must give of the Price, payment arrangements and/or terms for any extended Licence Period or new Licence Period that is to commence immediately after the end of the current Licence Period.	License is perpetual.
If no period is specified in this Box, the period is 30 days.	

Box 6 Installation

Specify if the Contractor is responsible to	The Contractor is not responsible for the installation of the Licensed Software.
Installation (clause 3.1)	
	Order Details agreed by the Contractor and the Customer

install the Licensed Software.	
If the Contractor is responsible for installation of the Licensed Software: (a) specify the details of the Installation and the date of installation; and	Not applicable to this Order.
(b) specify the Price for the installation, and when the Price is due.	Not applicable to this Order.
Installation (clause 3.3)	
Specify the date by which the access codes must be made available, if applicable. If a date is not specified, the access codes must be provided promptly following the	Not applicable to this Order.
date the Parties enter into the Customer Contract.	

6

'n

ER FORM

Box 7 First Release

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
First Release (clause 3.9)	
Specify if the Licensed Software or any New Release will be a First Release.	Not applicable to this Order.
If so, specify the any additional terms and conditions that apply to the First Release.	· ·
If this Box is not completed, the Licensed Software and each New Release is deemed not to be a First Release.	

Box 8 Right to Receive Updates and/or New Releases

,"你们的你们,你们们们就是你们,你会们们你的你?""你你们的你,你们就是你们的你?""你们,你们你们你们,你是你们能是你们的你的你?""你你的你,你们还是你们,	Order Details agreed by the Contractor and the Customer
Updates and New Release (clause 4.1)	

• •	Contractor provides the erights to receive:	Updates and New Releases are provided to the Customer as part of a separate Software Support Service under Module 5 (if ordered).
(a)	Updates;	
(b)	and/or New Releases,	
•	Elicence (as opposed to part Software Support Service 5).	
Updates and 4.4(c))	d New Release (clause	
•	ncreased Licence Price when r accepts the Update or New	Not applicable to this Order.
Licence Price any Update o	ed Price is not specified, the e must not be increased for or New Release provided cence Period.	

.

Box 9 Warranties for Open Source Code

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Open Source Software (clause 5.2(b))	
If the software is Open Source Software: (a) specify the Open Source Licence that governs the use of the open source software;	Not applicable to this Order.
(b) specify whether the open source software is provided with the warranties that the Contractor provides in respect of Licensed Software, or whether the Contractor provides the open source software without any warranty (to the extent permitted by law)	

Box 10 Ancillary Services

.

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Training (clause 6.1)	ಸರ್ಕೆ ಆರೋ ಕಿತಿ ಸಿಕಾರಿಗೆ ಕೊರೆತಿಯಲ್ಲಿ ಎಂದಿಕೆ ಇವರಿ ಮೇಲೆ ಇದೆ ಮಾಡಲೆ ಮಾಡುವರು ಎಂದಿ ನಿಯ ನಿಯ ಸಿರುದ ಮೇಲೆ ಇವರು ಇವರು ಇಂಗಳ ಇ ಇದು ಸಿಕಾರಿ ಮೇಲೆ ಮಾಡಲಿಗೆ ಕೊರೆತಿಯಲ್ಲಿ ಸಿಕಾರಿ ಮೇಲೆ ಇದೆ ಮೇಲೆ ಇವರಿ ಮೇಲೆ ಮಾಡಲಾಗುವುದು ಎಂದಿ ನಿಯ ಸಿಕಾರಿ ಮೇಲೆ ಇವರು ಇವರು ಇವ
Specify if training services are to be provided.	Not applicable to this Order.
If so, specify details, dates and the Prices of the training services, and when payment is due.	Not applicable to this Order.
Other Services (clause 6.2)	
Specify the details, times, Prices for ad hoc issue resolution or support service for the Licensed Software, and when payment is due.	Not applicable to this Order.
[Note: If Software Support Services are being provided for the Licensed Software under Module 5, do not complete this Box.]	

8

MODULE ORDER FORM MODULE 3 – LICENSED SOFTWARE

Box 11 Business Models of the Reseller

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Reseller Provision of Licensed Software (clause 7.1)	
Are any of the Deliverables being provided by the Contractor in the capacity as a Reseller?	Not applicable.
If yes:	
(a) specify if the Licensed Software is supplied by the Contractor who is acting as Reseller as Facilitator.	
[Note: Reseller as Facilitator means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 7.1(a).]	

Page 8 of 9

OR		
(b) specify if the Licensed Software is supplied by the Contractor who is acting as Reseller with Pass Through Warranties.	Not applicable to this Order.	gen and a second second second and a second s
[Note: Reseller with Pass Through Warranties means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 7.1(b).]		sono l'Ada de la fanta da ante da ante loganeza en el Vilaj en en el contra

Box 12 Value Add Services

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Acquisition through a Reseller (clause 7.3)	
Specify if the details of any value add services the Contractor is to provide, the Prices and when payment is due.	Not applicable to this Order.

Box 13 Customer Maintains Records

Details to be included from Module 3	Order Details agreed by the Contractor and the Customer
Records (clause 10.1(a))	
Specify if and, if so, how the Customer must maintain records as to the locations of all copies of the Licensed Software and the usage of the Licensed Software.	Not applicable to this Order.
Records (clause 10.1(b))	
Specify the frequency that the Customer provides copies of the records under clause 10.1(a).	Not applicable to this Order.
If this Box is not completed the Customer must provide copies of the records ever six months.	

MODULE ORDER FORM MODULE 5 – SOFTWARE SUPPORT SERVICES

1

UPPORT SERVICES

Box 1 Designated Equipment

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.1)	
Specify the hardware platform/operating system combination upon which the Supported Software is installed. [Note: Specify the type and version number of the operating system and capacity/model of the Hardware.]	Use of the Licensed Software is not restricted to any Designated Equipment. Licensed Software may only be installed on the Customer's equipment, or equipment of a third party or a NSW Government Agency (as referred to in the definition of Prime System in Item 11 of the General Order Form) providing IT services to the Customer as part of the Prime System.

Box 2 Developed Software

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.2)	
Specify which of the following categories of software to which each of the items of Developed Software applies:	Not applicable to this Order.
(a) an adaptation, translation or derivative of the Licensed Software; or	
(b) software that has been newly created by the Contractor under Module 4, or any other Module; or	an Arthur an Arthur an Arthur An Arthur an Arthur an Arthur Arthur an Arthur Arthur an Arthur Arthur
[Note: For example "Payroll application developed under Module 4".]	
(c) other software, including software that is already owned by or licensed to the Customer or open source software.	
[Note: The definition of Developed Software does not include Licensed Software.]	
-	

Box 3 Installed on Contractor Equipment

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.6)	
Specify if the Supported Software is to be installed on equipment which is owned or controlled by the Contractor.	Not applicable to this Order.

Box 4 Prices of Software Support Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Agreed Terms (clause 1.13)	
Specify the fees payable for supplying the Software Support Services, and when they are due. [E.g. This may be on a monthly, quarterly or yearly basis or any other term that is agreed by parties.]	The Support Services Price is payable by the Customer to the Contractor in advance from the Commencement Date.

Box 5 Period of Software Support Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Support Period (clause 2.2)	
Specify the Contract Period during which the Software Support Services will be provided.	The initial Contract Period for Software Support Services under this Order is 12 months commencing on the Commencement Date, with 4 x 1 year options to renew which the Customer can exercise at its discretion. Not less than 30 days prior to the expiry of the relevant Contract Period, the Customer mayt notify the Contractor of its intention to renew the Software Support Services for a further
If this Box is not completed and the Contract Period is not specified on the General Order Form, the Software Support Services will be deemed to start on the AAD of the relevant Supported Software, and continue until terminated by either Party giving the other 30 days Notice in Writing.	period of 12 months.

Box 6 Extension of Contract Notification

rder Details agreed by the Contractor and ne Customer
 (a) (b) The initial Contract Period for Software Support Services under this Order is 12 months commencing on the Commencement Date, with 4 x 1 year options to

current Contract Period that the Contractor must give of the Price;	Not less than 30 days prior to the expiry of the relevant Contract Period, the Customer may notify the Contractor of its intention to renew the Software Support Services for a further period of 12 months; and
 (b) payment arrangements; (c) whether the Contract Period will be extended under this Customer Contract, or whether a new Customer Contract, or whether a new Customer Contract will be entered into, after the end of the current Contract Period. 	 (c) For the avoidance of doubt the Support Services Price for the first, second, third and fourth renewal years shall - be as set out below: First Renewal Year: Second Renewal Year: Third Renewal Year: Fourth Renewal Year:
If no period is specified in this Box, the period is 30 days.	

.....

Box 7 Details of Software Support Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Scope (clause 3.1)	
Specify the details of Software Support Services, including:	a) The initial Contract Period is12 months commencing on the Commencement Date with 4 x 1 year options to renew which the Customer can exercise at its discretion.
(a) the Contract Period [Note: the default period is 12 months from AAD];	 For purposes of this Order Software Support Services consists of annual technical support services the Customer has ordered for the Licensed Software.
(b) the Supported Software that is to be the subject of the Software Support Services, being:	
(i) Licensed Software;	
(ii) <u>details</u> of any Developed Software;	
(c) whether the Licensed Software is a First Release, or whether the First Release of New Release of any Licensed Software will be provided as part of the Software Support Services;	c) As part of the Software Support, the Customer will receive any Updates and New Release of the Licensed Software which the Contractor shall make available via electronic download.
(d) the details relating to any of the following Services that the Contractor is to provide:	d) The Software Support Services are described under the heading "Software Support Services" below.
(i) Help Desk Services, including the hours of operation;	e) The Software Support Services are described under the heading "Software Support Services" below.
(ii) whether the Customer is entitled to receive Updates and/or	f) Not applicable to this Order.
New Releases if and when they become available from the Contractor during the Contract	g) Not applicable to this Order.

3

MODULE ORDER FORM MODULE 5 – SOFTWARE SUPPORT SERVICES Period, for:

(A) the Licensed Software:

(B) any Developed Software;

(iii) any ancillary services;

(e) any applicable Service Levels;

 (f) the particulars of any access to the Site and the Supported Software, including VPN access to the Supported Software required by the Contractor to effectively perform the Software Support Services;

(g) the Price and any expenses or other charges that apply for each Service.

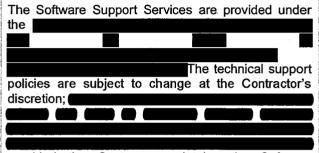
[Note: Each of the items above should be fully detailed in this Box.

The version numbers of each item of Support Software should be included.

If the Software Support Services are described in another document, such as the Contractor's Software Support polices, this document should be crossreferenced in this Box.] No Acceptance Tests apply to the Software Support Services.

Nothing in this paragraph precludes the Customer from conducting its own evaluation and quality assurance testing of any Updates, New Releases or other deliverables provided by the Contractor to the Customer as part of the Software Support Services.

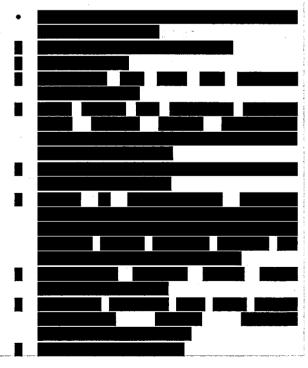
SOFTWARE SUPPORT SERVICES



provided the Customer maintains the Software Support Services for the Licensed Software

The following describes what is provided in the Software Support Services: Program releases in the Premier Support phase of Oracle's product support lifecycle will receive Software Update License & Support (**"SULS**"). SULS is the standard level for all

Oracle support services and consists of:



i		Ĩ
- 1		
1		
÷		
1		
E		
1		
- 1		
- 1		
- 1		
-		
- 5		
- L	· · · · · · · · · · · · · · · · · · ·	1

Box 8 Period of Support for each Release

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Updates and New Releases (clause 3.20(b))	
Specify the period for which the Contractor will continue to offer standard support for each release.	The Contractor will continue to provide the Software Support Services described in Box 7 above during the term of this Customer Contract (including any of the initial four (4) renewal periods after the expiry of the initial Contract Period) in accordance with the Contractors then current technical support policies
If this Box is not completed the period is 18 months from the date of general Release of the New Release.	12 months.

Box 9 Transition out Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Scope (clause 3.14)	
Specify if transition out services are to be provided.	Not applicable to this Order.
Specify the details of the transition out services, dates, Price for such transition out services, and when payment is due.	

Box 10 Business Models of the Reseller

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Reseller Provision of Software Support Services (clause 4.1)	
Are any of the Deliverables being provided by the Contractor in the capacity as a Reseller? If yes:	No
(a) specify if the Software Support Services are supplied by the Contractor who is acting as Reseller as Facilitator.	
[Note: Reseller as Facilitator means the Contractor is acting in a	

MODULE ORDER FORM MODULE 5 – SOFTWARE SUPPORT SERVICES

	particular role and has a particular set of responsibilities described in clause 4.1(a).]		
OR		 	
	(b) specify if the Software Support Services are supplied by the Contractor who is acting as Reseller with Pass Through Warranties.	· · ·	the second s
	[Note: Reseller with Pass Through Warranties means the Contractor is acting in a particular role and has a particular set of responsibilities described in clause 4.1(b).]		and the second se

Box 11 Value Add Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Acquisition through a Reseller (clause 4.3)	
Specify if the details of any value add services the Contractor is to provide, the Prices and when payment is due.	Not applicable to this Order.

Box 12 Ancillary Services

Details to be included from Module 5	Order Details agreed by the Contractor and the Customer
Ancillary Services (clause 5.1)	
Specify if other services are to be provided during the Contract Period.	Not applicable to this Order.
Specify the details of these other services, the Prices and when payment is due.	
[E.g. Ancillary services may include the consulting services needed to implement Updates or New Releases or training services.]	

6

MODULE ORDER FORM MODULE 5 – SOFTWARE SUPPORT SERVICES

·