



ORACLE LICENSE AND SERVICES AGREEMENT

THIS Oracle License and Services Agreement (“Agreement”) is between the STATE OF WISCONSIN, ("State"), with offices at 101 E Wilson Street, 6th Floor, P.O Box 7867, Madison, WI 53707-7867 and Oracle USA, Inc. ("Contractor" or “Oracle”) with offices at 500 Oracle Parkway, Redwood Shores, CA 90465 (collectively the “Parties”).

A. Agreement Definitions

1. “Ancillary Programs” refers to third party materials as specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the Ancillary Programs are delivered.
2. “Programs” refers to the software products owned or distributed by Oracle that the State has ordered, program documentation, and any Program updates acquired through technical support.
3. “Services” refers to technical support and education that the State has ordered. “Services” does not mean, consulting, outsourcing, hosting or any other services.
4. “Third Party Programs” refers to Programs designated in an ordering document as a Third Party Program.
5. “Supportable Programs” refers to those Programs for which Oracle offers annual technical support Services, including Third Party Programs specifically designated on the order as Supportable Programs.
6. “Authorized Users” means those state agencies and municipalities, as defined below, that may purchase products and/or Services under this Agreement. Authorized Users may order Programs and Services from Oracle in accordance with the terms and conditions of this Agreement. By placing an order with Oracle under this Agreement, the Authorized User shall be bound by the terms and conditions of the applicable Oracle ordering document and this Agreement. For the purposes of each individual order, when the term “State” is used in this Agreement, it shall refer to the Authorized User placing the order.
7. “State agency” includes any office, department, agency, institution of higher education, association, society or other body in state government that is authorized to expend monies appropriated by the state legislature.
8. “Municipality” includes a county, city, village, town, school district, federally recognized Indian tribes, board of school directors, sewer district, drainage district, vocational, technical, and adult education district or other public or quasi-public corporation, board, or other body having authority to award public contracts within the State.

B. Applicability of Agreement

This Agreement is valid for one (1) year from the effective date. This Agreement may be renewed annually, upon written mutual agreement of the Parties. At such time of renewal and by mutual agreement between both Parties, the Price List(s) and Rules and Definitions shall be updated or replaced in the Agreement, and the Discount Schedule shall no longer apply and discounting terms shall be re-negotiated. Any price increases or discount reductions must be received by the Contract Manager for this Agreement no less than 30 days prior to the change becoming effective. Price decreases and/or discount increases are effective upon receipt. Price changes can be considered during contract renewal, but not contract extensions. The State is not required to make any purchases under this Agreement; however, if the State does elect to purchase Programs or Services under this Agreement, its purchase(s) shall be subject to the terms and conditions set forth herein.

The Program licenses purchased under this Agreement, except for licenses purchased as “termed designated” licenses as set forth under Section S, Term Designation, are perpetual and shall continue unless terminated as otherwise provided in the Agreement.

PeopleSoft and JD Edwards Programs shall not be purchased under this Agreement. As such, any reference to PeopleSoft or JD Edwards in the attached exhibits shall not apply.

C. Pricing and Discounting Terms

The “price list” shall be defined in the Agreement as Oracle’s May 4, 2007 Technology Global Price List (attached hereto as **Exhibit A**), Oracle’s April 20, 2007 Global Price List Business Intelligence Pricing (attached hereto as **Exhibit B**), Oracle’s May 4, 2007 E-Business Suite Applications Global Price List Component Pricing (attached hereto as **Exhibit C**), and Oracle’s April 20, 2007 Global Price List Siebel CRM, Enterprise Edition Component Pricing (attached hereto as **Exhibit D**).

For a period of one (1) year from the effective date of the Agreement, the State may acquire licenses for the Programs listed on the price list provided such Programs are available in production release when ordered, and provided the State has continuously maintained technical support for its existing licenses, by paying Oracle the fees specified for such licenses on the price list less the discount determined by the Discount Schedule set forth below. The State may also acquire first year technical support for such Programs by paying Oracle the fees specified for such Services on the price list referenced above less the discount determined by the Discount Schedule set forth below.

Discount Schedule. For a period of one (1) year from the effective date of the Agreement the following Discount Schedule shall apply to fees listed on the price list for Program licenses and technical support acquired pursuant to the terms of the Agreement. The Transaction Band amount shall be determined per order:

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

Promotional Pricing. Oracle may, at its sole discretion, offer temporary promotional pricing terms for its Program licenses and services to the State. If a promotional offer is accepted by the State, any order under the promotional offer shall be subject to any additional terms applicable to the promotional offer (including updated License Definitions and Rules – current License Definitions and Rules are set forth in Section S - applicable to the order) as may be set forth in the applicable Oracle ordering document. The State reserves the right to negotiate such terms and conditions as necessary.

D. Rights Granted

Upon Oracle’s acceptance of the State’s order, the State shall have the non-exclusive, royalty free, perpetual, limited right to use the Programs and receive any Services the State has ordered solely for the State’s internal business operations and subject to the terms of this Agreement, including the definitions and rules set forth in the Oracle ordering document and the Program documentation. For Programs that are specifically designed to allow the State’s customers and suppliers to interact with the State in the furtherance of the State’s internal business operations, such use is allowed under this Agreement. The State may allow its agents and contractors (including, without limitation, outsourcers) to use the Programs for this purpose and the State is responsible for their compliance with this Agreement in such use. If accepted, Oracle shall notify the State and this notice shall include a copy of the State’s Agreement. Program documentation is delivered with the Programs, or the State may access the documentation online at <http://www.oracle.com/contracts>. Services are provided based on Oracle’s policies for the applicable Services ordered, which are subject to change (except as set forth in Section I), and the specific policies applicable to the State, and how to access them, shall be specified on Oracle’s ordering document (except technical support Services, which are as specified in section I of this Agreement). Upon payment for Services, the State shall have a perpetual, non-exclusive, non-assignable, royalty free license to use (for the State’s internal business operations) anything developed by Oracle and delivered to the State under this Agreement; however, certain deliverables may be subject to additional license terms provided in the Oracle ordering document.

This Agreement governs only the State’s use of Programs and technical support. No consulting services can be purchased from Oracle under this Agreement. The State may acquire training from Oracle without acquiring Programs and/or technical support, and it may acquire Programs and/or technical support without acquiring training.

E. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the Programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered to the State under this Agreement resulting from the Services. The State may make a sufficient number of copies of each Program (other than for Siebel Programs), for the State’s licensed use and one copy of each Program media. With respect to Siebel Programs, the State may only make a sufficient number of copies of each such Program to support the maximum number of users of such Program(s).

Third party technology embedded in the Programs (other than Third Party Programs) that may be appropriate or necessary for use with some Oracle Programs is specified in the Program documentation. Oracle shall be responsible for securing all licenses required from third parties for the State's use of such third party technology and for paying all fees in connection therewith. All such third party technology provided by Oracle is licensed to the State under the terms of this agreement, unless otherwise agreed by the Parties in an Oracle ordering document.

The State may not:

- remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the Programs or materials resulting from the Services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Program license or materials from the Services the State has acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs;
- perform or conduct any Program benchmark tests without Oracle's prior written consent;

F. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that a Program licensed to the State shall operate in all material respects as described in the applicable Program documentation for one year after delivery (i.e., via physical shipment or electronic download). The State must notify Oracle of any Program warranty deficiency within one (1) year after delivery. Oracle also warrants that Services shall be provided in a professional manner consistent with industry standards. The State must notify Oracle of any Services warranty deficiencies within ninety (90) days from performance of the defective Services.

ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS SHALL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE SHALL CORRECT ALL PROGRAM ERRORS.

FOR ANY BREACH OF THE ABOVE WARRANTIES, THE STATE'S EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, THE STATE MAY END ITS PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES THE STATE'S HAS PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, THE STATE MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT 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.

Media Warranty: Oracle warrants that tapes, diskettes or other media ("Media") used in the provision of Programs and Services to the State shall be free of defects in materials and workmanship under normal use for ninety (90) days from the date of delivery of such Media to the State. Notwithstanding anything to the contrary in this Agreement, the State's exclusive remedy and Oracle's entire liability with respect to defective Media shall be the replacement of such defective Media, provided it is returned to Oracle within the applicable warranty period.

Disabling Devices: Oracle warrants that, as of the effective date of this Agreement, Oracle has not designed the Programs to contain any Disabling Devices (as defined below), and Oracle shall not electronically repossess Programs licensed to the State through remote command activation. Section 943.70(2)(a)4. of the Wisconsin Statutes criminalizes electronic repossession without proper authorization. The State does not grant such authorization. The State must notify Oracle of any breach of the warranty set forth in the preceding sentence within one (1) year after delivery of the applicable Program. For any breach of the warranty set forth in this section, the State's exclusive remedy and Oracle's entire liability shall be the remedies set forth in the third paragraph of this section (Warranties, Disclaimers and Exclusive Remedies) of the Agreement. For the purpose of this section, a "Disabling Device" shall mean code intentionally embedded in a Program by Oracle for the sole purpose of partially or completely halting use of the Program on conditions set by Oracle.

Virus Warranty: As a part of its internal development process, Oracle shall use reasonable efforts to test Programs for viruses. Oracle shall also maintain a master copy of the appropriate versions of the Programs, free of viruses. If the State believes a virus may be present in the delivered Programs, then upon the State's request, Oracle shall provide a master copy to the State for comparison with and correction of the State's copy of the Programs.

G. Trial Programs

The State may order trial Programs, or Oracle may include additional Programs with the State's order that the State may use for trial, non-production purposes only. The State may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. The State has thirty (30) days from the delivery date to evaluate these Programs. If the State decides to use any of these Programs after the thirty (30) day trial period, the State must obtain a license for such Programs from Oracle. If the State decides not to obtain a license for any Program after the thirty (30) day trial period, the State shall cease using and shall delete any such Programs from the State's computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs. If, when the State installs the Programs licensed by the State under an Oracle ordering document, a Program that is not licensed by the State is inadvertently loaded and left on a computer, then the State will not be charged license fees for such unlicensed Program provided that the State has not used (loading alone does not constitute use) the unlicensed Program and that the State promptly removes such unlicensed Program when it is discovered.

H. Indemnification by Oracle and Responsibility for Damages

If a third party makes a claim against the State that any information, design, specification, instruction, software, data, or material ("Material") furnished by Oracle ("Oracle"), and used by the State infringes its intellectual property rights, Oracle shall indemnify the State against the claim if the State does the following:

- notifies Oracle promptly in writing, not later than 30 days after the State receive notice of the claim (or sooner if required by applicable law);
- gives Oracle sole control of the defense and any settlement negotiations; and
- gives Oracle the information, authority and assistance it needs to defend against or settle the claim.

If Oracle believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Oracle may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may end the license for, and require return of, the applicable Material and refund any fees the State may have paid for it and any unused, prepaid technical support fees the State has paid for the license. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order. Oracle shall not indemnify the State if the State alters the Material or uses it outside the scope of use identified in Oracle's user documentation or if the State uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State. Oracle shall not indemnify the State to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Oracle. Oracle shall not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. This section provides the State's exclusive remedies for any infringement claims or damages.

I. Technical Support

For purposes of this Agreement, technical support consists of annual technical support Services the State may have ordered for the Supportable Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the Services are provided. Oracle's technical support policies in effect as of the effective date of this Agreement are incorporated in this Agreement and are attached hereto as Exhibit E. For a period of one (1) year from the effective date of the Agreement, the technical support shall not materially degrade from those provided under Oracle's technical support policies attached hereto as Exhibit E. After the first year, Oracle's technical support policies are subject to change at Oracle's discretion; however, Oracle shall not materially reduce the level of Services provided for supported Programs during the period for which fees for technical support have been paid. The State should review this policy prior to entering into the ordering document for the applicable Services.

Technical support is effective upon the effective date of the Oracle ordering document unless otherwise stated in the State's order. If the State's order was placed through the Oracle Store, the effective date is the date the State's order was accepted by Oracle.

Fees for technical support are invoiced quarterly in arrears and are due and payable in accordance with Section K.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with the State's order may be renewed annually and, if the State renews SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS, shall not increase by more than 2% over the prior year's fees. There is no cap on fee increases for SULS for Third Party Programs; unless otherwise provided in the State's order, the SULS fee for Third Party Programs that are identified as Supportable Programs licensed pursuant to an ordering document shall equal the fee in effect at the time SULS is renewed.

Oracle shall provide the State with at least sixty (60) days prior written notice of the end of the initial technical support term and each renewal technical support term.

If the State decides to purchase technical support for any license within a license set, the State is required to purchase technical support at the same level for all licenses within that license set. The State may desupport a subset of licenses in a license set only if the State agrees to terminate that subset of licenses. The technical support fees for the remaining licenses shall be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the Technical Support Policies (Exhibit E). If the State decides not to purchase technical support, the State may not update any unsupported Program licenses with new versions of the Program.

Oracle reserves the right to desupport its Programs or particular versions of its Programs. The State shall be notified by mail or email twelve (12) months in advance when Oracle determines that a Program is to be desupported. Such desupport notices, which are posted at Oracle's customer support web site, MetaLink (or Oracle's then current customer support web site), contain desupport dates, information about availability of Extended Support and Extended Maintenance Support and information about migration paths for certain features. The desupport notices are subject to change; Oracle shall provide updated desupport notices on MetaLink (or Oracle's then current customer support web site) as necessary.

J. End of Agreement

If either Party breaches a material term of this Agreement and fails to correct the breach within thirty (30) days of receipt of written notice with specifications of the breach, the other Party may terminate this Agreement. If Oracle ends this Agreement as specified in the preceding sentence or under the Indemnification section, the State must pay within thirty (30) days all amounts owed thereunder that have accrued prior to the end of this Agreement, as well as all sums remaining unpaid for Programs ordered and/or Services received under this Agreement plus related taxes, if applicable, and expenses, if any, that have been pre-approved in writing by the State. Except for nonpayment of fees, each Party shall extend the thirty (30) day period for so long as the breaching Party continues reasonable, good faith efforts to cure the breach. If the State is in default under this Agreement, the State may not use those Programs and/or Services ordered. If the State is in default under this Agreement, it shall not use those Programs and/or Services ordered. Provisions that survive termination or expiration include those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

Termination for Convenience

The State may terminate this Agreement at any time, without cause, by providing a written notice to Oracle at least thirty (30) days in advance of the intended date of termination. Oracle shall, in the event of such termination, be entitled to receive compensation for fees due and owing for Programs delivered and Services received prior to the date of termination in accordance with the Order, which the State shall remit to Oracle within thirty (30) days of the termination or receipt of Oracle's invoice for the appropriate amounts.

When the termination is not for cause, Oracle shall also be compensated for partially completed Services. In this event, compensation for such partially completed Services shall be the percentage of completion of the Services requested, as mutually agreed to by the Parties, multiplied by the corresponding payment for completion of such Services as set forth the ordering document.

Dispute Resolution

In the event of any dispute or disagreement between the Parties, whether with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either Party hereto, except for breach of Oracle's intellectual property rights and/or nonpayment of fees, each of the Parties shall appoint its representative to meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, may begin until the dispute resolution procedure has been elevated to the Vice President

or equivalent State executive, and either of the representatives in good faith concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.

K. Fees and Taxes

All fees payable to Oracle are due within thirty (30) days from the invoice date. The State represents that it is tax exempt. Oracle shall not pay any taxes on the State's behalf if the State provides a tax certificate of exemption. The State shall pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Programs and/or Services the State ordered, except for taxes based on Oracle's income. Also, the State shall reimburse Oracle for reasonable expenses related to providing the Services that have been pre-approved in writing by the State. Fees for Services listed in an ordering document are exclusive of taxes and expenses. The State has not relied on the future availability of any Programs or updates in entering into the payment obligations in its ordering document; however, (a) if the State has ordered SULS for Programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under the State's ordering document, if-and-when available, in accordance with Oracle's the Technical Support Policies (Exhibit E), and (b) the preceding sentence does not change the rights granted to the State for any Program licensed under its ordering document, per the terms of the State's ordering document and this Agreement.

If the State receives an invoice and the amount on the invoice is calculated incorrectly, the State shall notify Oracle of the alleged error prior to the due date of such payment. The State and Oracle shall use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days from such notification to Oracle. The State shall promptly pay on the earlier of either resolution of such dispute or within such thirty (30) day period the agreed-upon amount, but no late charges shall apply to that amount or the originally invoiced amount.

L. Nondisclosure

By virtue of this Agreement, the Parties may have access to information that is confidential to one another ("confidential information"). Confidential information shall be limited to all information clearly identified as confidential. Oracle acknowledges that the State intends to post this Agreement and its exhibits on its web site. Oracle identifies its Technical Reference Manuals, as further described in this Agreement in Section S "License Definitions and Rules", to be confidential information of Oracle.

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.

The Parties shall hold each other's confidential information in confidence for a period of three (3) years from the date of disclosure, unless disclosure is required by law, including, but not limited to, Subchapter II, Chapter 19 of Wisconsin's Public Records Law. In the absence of a legally mandated disclosure, the Parties shall disclose confidential information only to those employees, contractors who are not competitors of Oracle, or agents who are required to access it in furtherance of this Agreement and who are required to protect it against unauthorized disclosure. Nothing shall prevent either Party from disclosing the terms or pricing under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement.

If either Party receives a subpoena or other validly issued administrative or judicial process demanding confidential information of the other Party, then, if permitted by law, the recipient shall use reasonable efforts to promptly notify the other Party of such demand. The other Party may, at its sole expense, seek to limit, quash or extend such demand. Unless such demand shall have been timely quashed, the recipient shall thereafter comply with such demand including extensions or limitations thereto, if any, ordered under such judicial process or mandated by administrative process.

M. Entire Agreement

This Agreement and the information that is incorporated into this Agreement by written reference (including reference to information contained in URLs: <http://www.oracle.com/contracts>; <http://metalink.oracle.com>, <http://www.oracle.com/education/oln> or referenced policy listed in this Agreement), all attachments hereto, together with the applicable Oracle ordering document, comprise the complete Agreement for the Programs and/or Services ordered by the State, and that this Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Programs and/or Services. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain effective. It is expressly agreed that the terms of this Agreement and any Oracle ordering document shall supersede the terms in any purchase order or other non-Oracle ordering document and no terms included in any such purchase order or other non-Oracle ordering document shall

apply to the Programs and/or Services ordered. This Agreement may not be modified or amended, and the rights and restrictions may not be altered or waived except in a writing signed by the Parties. Oracle ordering documents may not be modified or amended, and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of the Authorized User named on such Oracle ordering documents and of Oracle. Any notice required under this Agreement shall be provided to the other Party in writing.

No shrink-wrap, click-wrap or other terms and conditions or agreements (“additional terms”) unilaterally provided with any products or software hereunder shall be binding on the State, even if use of such products and software requires an affirmative “acceptance” of those “additional terms” before access is permitted. All such additional terms shall be of no force or effect and shall be deemed rejected by the State in their entirety.

N. 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 THIS AGREEMENT OR THE STATE’S ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES THE STATE PAID ORACLE UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM THE STATE’S USE OF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES THE STATE PAID ORACLE FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY.

The limitation stated in the preceding sentence shall not apply to bodily injury (including wrongful death) or damage to tangible personal property proximately caused by the gross negligence or intentionally wrongful acts or omissions of Oracle while performing services on the State's premises, if such actions or omissions were not caused by the action or omission of the State or any third party. For the purpose of this paragraph, “tangible personal property” shall not include documentation, software, data, or data files.

O. Export

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

P. Other

- 1. Governing Law.** This Agreement is governed by the substantive and procedural laws of Wisconsin.
- 2. Notices.** If the State has a dispute with Oracle or if the State wishes to provide a notice under the Indemnification section of this Agreement, or if the State becomes subject to insolvency or other similar legal proceedings, the State shall promptly send written notice to: Oracle USA, Inc. 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.

For all other contract issues, the Parties designate the following individuals as their contract administration points of contact:

State of Wisconsin: Karen Aasen - 101 E Wilson Street, Madison, WI 53702 (608) 267-4506

Oracle: Sheri Rossi - 8000 Norman Center Drive, Bloomington, MN 55437 (651) 332-0455

Assignment. The State may not assign this Agreement or give or transfer the Programs and/or any Services or an interest in them to another individual or entity. If the State grants a security interest in the Programs and/or any Services deliverables, the secured Party has no right to use or transfer the Programs and/or any Services deliverables, and if the State decides to finance its acquisition of the Programs and/or any Services, the State will follow Oracle’s policies regarding financing which are at <http://www.oracle.com/contracts>. Any assignment or other transfer of the Agreement by Oracle arising from merger, acquisition,

takeover or any change in corporate form shall be subject to: 1) the terms and conditions inuring to the benefit of the State under this Agreement, and 2) the successor organization being a Qualified Information Systems Vendor under Wisconsin law, being in good standing with the State of Wisconsin and authorized to do business in the State of Wisconsin.

3. **Time Limitations on Claims.** Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued.
4. **Audit.** Upon forty-five (45) days written notice, Oracle may audit the State's use of the Programs. Any such audit shall be limited to information reasonably necessary to allow Oracle to determine if the State's use of a Program is in the quantity and under the license type for which it is licensed. In performing the audit, Oracle shall provide adequate assurances of confidentiality, which may include the execution of a confidentiality Agreement acceptable to the State and Oracle, prior to conducting any such audit. The State shall cooperate with Oracle's audit and provide reasonable assistance and access to information. Oracle's audit shall not unreasonably disrupt the State's operations. The State shall pay within thirty (30) days of written notification any fees applicable to the State's use of the Programs in excess of the State's license rights. If the State does not pay, Oracle can end the State's technical support, licenses and/or this Agreement. Oracle shall not be responsible for any of the State's costs incurred in cooperating with the audit.

For a period of not less than three (3) years, Oracle shall retain records of invoices and payments for the Programs licensed and Services provided to the State under this Agreement ("Records"). All Records shall be kept in accordance with generally accepted accounting procedures. The State shall have the right to audit the Records, upon reasonable written notice to Oracle, no more than one (1) time per year, at the State's cost, and provided that such audit does not unreasonably interfere with Oracle's normal business operations.

5. **UCITA.** The Uniform Computer Information Transactions Act does not apply to this Agreement.
7. **Unfair Sales Act.** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
8. **Nondiscrimination / Affirmative Action.** Oracle shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats, sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Oracle further shall take affirmative action to ensure equal employment opportunities.

Within fifteen (15) working days after the Agreement is executed, Oracle shall submit the plan to the State of Wisconsin Department of Administration point of contact for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the State of Wisconsin Department of Administration.

Oracle shall post in conspicuous places, available for employees and applicants for employment located within the State of Wisconsin, a notice to be provided by the Wisconsin Department of Administration that sets forth the provisions of the State of Wisconsin's nondiscrimination law. Failure to comply with the conditions of this clause may result in Oracle being declared an "ineligible" contractor, termination of the Agreement, or withholding of payment.

9. **Safety Requirements.** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
10. **Insurance Responsibility.** Oracle shall for the State of Wisconsin:
 - a. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
 - b. Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

- c. The state reserves the right to require higher or lower limits where warranted.
 - d. The above required insurance coverages maintained by Oracle are not intended to respond to injuries or damages negligently or intentionally caused by the State of Wisconsin or another third party.
- 11. Nonappropriation of Funds.** The State of Wisconsin reserves the right to cancel this Agreement in whole or in part without penalty due to nonappropriation of funds. Any such cancellation shall not relieve the State of its obligations to pay all fees accrued up until the date of any such cancellation.
- 12. Tax Delinquency.** With respect to state agencies only (as defined in Section A.7 above), if Oracle should have a delinquent State of Wisconsin tax liability, the Wisconsin Department of Administrative may, upon receipt of a properly issued notice from the Wisconsin Department of Revenue, offset payments otherwise due to Oracle by the amount of the delinquent tax liability.
- 13 Promotional Advertising / News Releases.** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this Agreement shall not be made without prior written approval of the State. Release of broadcast e-mails pertaining to this Agreement shall not be made without prior written authorization of the State.
- 14. Minority Business.** Oracle does not intend to engage any subcontractors in the performance of this Agreement. Therefore, Oracle does not anticipate making purchases from any Certified Minority Vendors or filing any annual reports regarding such purchases with the State.
- 15. Order of Precedence.** In the event of any inconsistencies between this Agreement and its attached Exhibits, this Agreement shall take precedence.

In the event of any inconsistencies between the Agreement and an Oracle ordering document, the Agreement shall control except to the extent that the Oracle ordering document sets forth transaction-specific terms that were expressly negotiated by the Parties signing the Oracle ordering document, in which case the transaction-specific terms in the Oracle ordering document shall control. Price increases and discount reductions may not be negotiated under an Oracle ordering document.

In the event of any inconsistencies between the License Definitions and Rules in the Agreement and the Oracle ordering document, the Agreement takes precedence.

- 16. Quarterly Usage Reports.** Oracle shall be responsible for accurately reporting all products and Services (including license renewals) purchased under this Agreement on a quarterly basis. The quarters are defined as ending on the last day of the month for the following months; March, June, September and December. The report is due to the Contract Administrator (point of contact) at the State Department of Administration (“DOA”) forty-five (45) days from the end of the quarter. The report shall contain the following information: Customer Name (end user entity), Order Number, Order Date, Invoice Date, Customer Number, Bill To Contact and Address, Purchase Order Number, Product Description, License Quantity, List Price, Invoice Line Amounts and Totals.

When, as part of its ongoing business practices, Oracle implements changes to its standard customer report format, Oracle shall first seek advice from the State DOA regarding the inclusion of specific types of additional information. Oracle shall endeavor to include such requested additional information in the next iteration of its standard customer report format.

Q. Force Majeure

Neither Party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated Party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated Party. The Parties both shall use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than ninety (90) days, either Party may cancel unperformed Services upon written notice. This section does not excuse either Party’s obligation to take reasonable steps to follow its normal disaster recovery procedures or the State’s obligation to pay for Services provided.

R. Waiver

The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other subsequent default or breach.

S. License Definitions and Rules

To fully understand the State's license grant, the Authorized User needs to review the definitions for the licensing metric and term designation as well as the licensing rules which are listed below. This Section S shall only apply to orders acquired under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

company revenue.

Custom Suite User: is defined as an individual authorized by the Authorized User to use the application Programs included in the applicable Custom Applications Suite which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.

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

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

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

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

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

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

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

\$M Freight Under Management: is defined as one million US Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by the Authorized User, plus the cost of freight for shipments managed by the Authorized User (e.g., the Authorized User is not purchasing transportation services on behalf of the Authorized User's clients but are providing transportation management services for the Authorized User's clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to the Authorized User with freight terms of prepaid).

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

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

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

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. The Authorized

User must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

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

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

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

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

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

Oracle does not require the Authorized User to provide a specific list of names of the individuals authorized by the Authorized User to use the Software.

For the purposes of the following Programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware and Provisioning Pack, only the users of the Third Party Program that is being managed/monitored are counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all users of the middleware and/or database software that support the respective application Program are counted for the purpose of determining the number of licenses required.

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

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

Oracle Finance Division Contract: The Authorized User shall not use Oracle Financing under this Agreement.

Oracle University Knowledge Center Service: is defined as a web based learning environment hosted by Oracle that provides

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

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

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

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

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

Person: is defined as the Authorized User’s employee or contractor who is actively working on behalf of the Authorized User’s organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the application. For Project Resource Management, a person is defined as an individual who is scheduled on a project. For Internet Time, a person is defined as an individual who is charging time to a project via the application. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

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

Processor: shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on processor basis may be accessed by the Authorized User’s internal users (including agents and contractors) and by the Authorized User’s third party users. For the purposes of counting the number of processors which require licensing for a Sun UltraSPARC T1 processor with 4, 6 or 8 cores at 1.0 gigahertz or 8 cores at 1.2 gigahertz for only those servers specified on the Sun Server Table which can be accessed at <http://oracle.com/contracts>, “n” cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .25. For the purposes of counting the number of processors which require licensing for AMD and Intel multicore chips, “n” cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .50. For the purposes of counting the number of processors which require licensing for all hardware platforms not otherwise specified in this section, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a core processor licensing factor of .75. All cores on all multicore chips for each licensed Program for each core processor licensing factor listed above are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle Programs with Standard Edition One or Standard Edition in the product name, a processor is counted equivalent to a socket.

For example, a Sun UltraSPARC T1 based server installed and/or running the Program (other than Standard Edition One

Programs or Standard Edition Programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50 which is then rounded up to the next whole number which is 2). An Intel or AMD based server installed and/or running the Program (other than Standard Edition One Programs or Standard Edition Programs) on 7 cores would require 4 processor licenses (7 multiplied by a core processor licensing factor of .50 equals 3.50 which is then rounded up to the next whole number which is 4). Two multicore servers, for hardware platforms not specified above, installed and/or running the Program on 10 cores would require 8 processor licenses (10 multiplied by a core processor licensing factor of .75 equals 7.50 which is then rounded up to the next whole number which is 8).

For the purposes of the following Programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware and Provisioning Pack, only the processors on which the Third Party Program that is being managed/monitored are running are counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all processors on which the middleware and/or database software that support the respective application Program are running are counted for the purpose of determining the number of licenses required.

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

For the purposes of the following Program: Data Integrator - Target Database, each processor on which the data warehouse, data mart or target database is running are counted for the purpose of determining the number of Target Database licenses required.

For the purposes of the following Program: Data Integrator - Source Database, each processor on which the source database is running are counted for the purpose of determining the number of Source Database licenses required.

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

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

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub Program a record is defined as the total number of unique case database records that may be stored in the Case Hub application. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For all Programs licensed as record, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at <http://oracle.com/contracts> for the grant and restrictions of the underlying Oracle technology.

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

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

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

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

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

Technical Reference Manuals

Technical Reference Manuals ("TRMs") are Oracle's confidential information. The Authorized User shall use the TRMs solely for the Authorized User's internal data processing operations for purposes of: (a) implementing applications Programs, (b) interfacing other software and hardware systems to the applications Programs and (c) building extensions to applications Programs. The Authorized User shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. The Authorized User shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. The Authorized User agrees: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as the Authorized User exercise to safeguard the confidentiality of the Authorized User's own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with the Authorized User's employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct the Authorized User's employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of the Authorized User's employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on the Authorized User's premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to the Authorized User "as-is" without any warranty of any kind. Upon termination, the Authorized User shall cease using, and shall return or destroy, all copies of the applicable TRMs.

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

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

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

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

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

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

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

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

Term Designation

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

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

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

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

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

Licensing Rules

Failover: The Authorized User's license for the following Programs, Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One), Oracle Database Enterprise Edition Options, Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition) and Oracle Internet Application Server Options, includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten (10) separate days in any given calendar year. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the Program(s).

Testing: For the purpose of testing physical copies of backups, the Authorized User's license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four (4) times, not exceeding two (2) days per testing, in any given calendar year.

The Authorized User is responsible for ensuring that the following restrictions are not violated:

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

sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS.

- The number of TRACE licenses (Rdb Server Option) must match the number of licenses of the associated database.
- The number of Diagnostics Pack and /or Configuration Management Pack licenses must match the number of licenses of the associated Internet Application Server Program (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition).
- The number of Service Registry licenses must match the number of licenses of the associated Internet Application Server Program (Java Edition, Standard Edition One or Standard Edition).
- The number of Bpel Process Manager Option, Business Activity Monitoring, XML Publisher, Service Registry and SOA Suite for Oracle Middleware licenses must match the number of licenses of the associated Internet Application Server Enterprise Edition Program.
- The number of Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing licenses must match the number of licenses of the associated Business Intelligence Server Enterprise Edition Program.
- The number of Business Intelligence Server Enterprise license options must match the number of licenses of the associated Business Intelligence Server Enterprise Edition Program. The number of Business Intelligence applications observer licenses of the associated Usage Accelerator Analytics Program must match the number of licenses of the associated transactional CRM Sales application Program.
- The number of Business Intelligence applications observer licenses of the associated Human Resources Compensation Analytics Program must match the total number of employees and contractors in the Authorized User’s organization.
- Decision Connector for Call Center must be licensed for each call center agent receiving decisions from the Oracle Real-Time Decision Server Program.
- Decision Connector for Web must be licensed for each web server Processor receiving decisions from the Oracle Real-Time Decision Server Program.
- The number of Intelligent Offer Generation for Call Center Agent licenses must match the number of licenses of the Decision Connector for Call Center Program.
- Informatica OEM PowerCenter ETL Server may not be used on a standalone basis or as a standalone ETL tool. The Informatica OEM Power Center ETL Server may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications Programs, (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Program or associated components run, or (iii) a staging database for any of the foregoing. Informatica OEM Power Center ETL Server may also be used where the Oracle Business Intelligence applications Programs are the source and non-Oracle Business Intelligence application Programs are the target, provided, that users do not use Informatica OEM PowerCenter ETL Server to transform the data.
- When the Authorized User purchases a license for the Data Warehouse Business Adapter Program the Authorized User must have the appropriate licenses for each operational application used as a source (e.g., Oracle, SAP, , Siebel). A license to the Data Warehouse Adapter Program does not provide a license or the right to use the operational applications, a license to the Data Warehouse Adapter Program provides only a connector to them.
- Application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at <http://oracle.com/contracts>.
- For the TimesTen In-Memory Database, Replication - TimesTen to TimesTen and Cache Connect to Oracle Programs, the number of gigabytes (GB) specified in the Program name is the maximum size of data store (aggregate of in-memory databases or caches on a single computer system or node in a cluster of servers) irrespective of the number of processors licensed. The Authorized User may not exceed the specified GB data store limitation unless the Authorized User acquires additional licenses from Oracle.

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

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
Internet Application Server Java Edition	10 Named Users Plus per Processor*
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
BPEL Process Manager	10 Named Users Plus per Processor

Portal	10 Named Users Plus per Processor
Integration	10 Named Users Plus per Processor
Business Intelligence	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Web Services Manager	10 Named Users Plus per Processor
XML Publisher	10 Named Users Plus per Processor
Virtual Directory	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Activity Monitoring for Non Oracle Middleware	10 Named Users Plus per Processor
Fusion Middleware for PeopleSoft	10 Named Users Plus per Processor
Fusion Middleware for SAP	10 Named Users Plus per Processor
Business Intelligence Standard Edition	10 Named Users Plus per Processor
Universal Content Management	10 Named Users Plus per Processor
Imaging and Process Management	10 Named Users Plus per Processor
Information Rights Management	10 Named Users Plus per Processor
Enterprise Content Management Suite	10 Named Users Plus per Processor
Business Intelligence Standard Edition One	5 Named Users Plus per Processor

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

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database
Business Intelligence Standard Edition One	50 Named Users Plus Per Processor

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

Program	Program
Real Application Clusters	Label Security
Partitioning	Diagnostics Pack
OLAP	Tuning Pack
Data Mining	Change Management Pack
Spatial	Configuration Management Pack
Advanced Security	Warehouse Builder Enterprise ETL
Database Vault	Warehouse Builder Data Quality
Provisioning Pack for DB	

The effective date of this Agreement shall be _____, 2007.

STATE OF WISCONSIN

ORACLE USA, INC.

Authorized
Signature: _____

Authorized
Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____